

# 臺灣行政院國家科學委員會與捷克科學基金會間 研究合作瞭解備忘錄

臺灣行政院國家科學委員會（國科會）與捷克共和國捷克科學基金會（捷克基金會），以下通稱“締約雙方”，

瞭解科技研究雙邊合作之重要性與互惠性，

有意促進及加強締約雙方之合作關係，並使此項關係更明確可見，

達成如下協議：

## 第一條 一般性條款

本瞭解備忘錄（備忘錄）之目的在鼓勵臺灣與捷克共和國科學家、工程師及科技機構間之交流與合作。

研究及發展之合作範疇應於締約雙方同意下運作。

## 第二條 研究合作的發展

締約雙方依據本備忘錄所進行之活動，應以符合締約雙方預算內經費容許範圍為條件。

國科會應負責協調在此備忘錄下所有臺灣參與人員，捷克基金會應負責協調捷克參與人員。

為達成本備忘錄第一條所提之目的，締約雙方承諾在資源允許的情況符合各自職掌的前題下，進行下述活動：

研究合作之發展應經由：

甲、聯合研究計畫；

乙、實務訓練與研討會；

丙、經相互協商而決定之其他型式之研究合作。

甲、聯合研究計畫

聯合研究計畫規劃書應由兩國合作研究人員共同準備。

規劃書應符合締約雙方為其研究補助金計畫所規定之條件與情況，同時向國科會及捷克基金會提出。

規劃書必須在締約雙方同意之截止日前提出。

規劃書必須包括研究計畫之詳細說明、經費預算、合作活動及參與人員之個人履歷。

科學家為達到計畫之科學性目標所需之訪問，可列為計畫規劃書之一部分。

研究計畫之期間為1年至3年。

乙、實務訓練與研討會

實務訓練與研討會應以研究為導向且主題集中。

可在兩國之任一國家舉辦，且任何一方國家參與之科學家原則上以10位為限。

研討會規劃書應由臺灣與捷克共和國科學家共同準備，並同時向國科會及捷克基金會提出以進行審查。

規劃書必須在締約雙方同意之截止日前提出。

丙、其他型式之研究合作

基於相互之利益，締約雙方在有別於上述聯合研究計畫或實務訓練情況下，得以專案方式決定並共同補助研究發展活動。

為開拓其他型式之研究合作所為之籌備性及協商性訪問，本備忘錄原則上不予以補助。

### **第三條 程序**

國科會與捷克基金會會同時審查規劃書，並彼此交換相關資訊以決定是否提供資金。

對於聯合研究計畫、科技活動或方案之補助，應以通信方式交換必要資訊以達成最後之決議。

科學人員及其研究機構所提出之規劃書，經依本備忘錄之規定核准後，應負責核准活動之成效並妥適使用補助款。任一方之計畫主持人應透過該國建立之途徑提出活動進度報告。

本備忘錄下之活動應符合臺灣與捷克共和國之法令規定。

### **第四條 參與人員之資格**

凡符合締約雙方所定要件之所有科學家與學者，得向國科會與捷克基金會申請補助。

### **第五條 財務條款**

每一締約方應補助依據本備忘錄下所核准之活動，在其所屬範圍內之計畫所生之基本費用。

計畫所申請之補助經費應經締約雙方之同意。

### **第六條 智慧財產權**

有關本備忘錄下執行之合作研究活動所衍生之任何發現或發明，合作研究人員應對其智慧財產權之所有權及商業利用之條件進行諮商並達成協議。諮商過程中，合作研究人員應考量對任一方在研究的相關貢獻。

## 第七條 定期監督

為監督研究合作之進展，締約雙方應定期通信討論執行中及未來年度之方案與計畫。

任一締約方應於每年年初告知另一方有關於獲補助之聯合研究計畫及實務訓練與研討會之年度補助計畫。

## 第八條 最終條款

本備忘錄自締約雙方簽署後生效，效期 5 年。並於 5 年效期屆滿後依相同條件自動展延 5 年。但締約一方在效期屆滿 6 個月前得事先以書面就其終止之意思通知對方予以終止。

本備忘錄如終止者，先前已獲補助之聯合研究計畫、實務訓練與研討會於該計畫、會議之終止日期前仍應有效。

本備忘錄未涵蓋之事項，應經由締約雙方討論。本備忘錄得由締約雙方協商及協議進行修正或終止。

本備忘錄以英文繕寫兩份，於西曆 2008 年 11 月 3 日於布拉格完成簽署。

臺灣行政院國家科學委員會  
陳正宏副主任委員

捷克共和國捷克科學基金會  
亞瑟夫史卡主席

**MEMORANDUM OF UNDERSTANDING**  
**ON**  
**RESEARCH COOPERATION**  
**between**  
**the National Science Council of Taiwan (NSC)**  
**and**  
**the Czech Science Foundation**  
**Grantová agentura České republiky (GACR)**

The National Science Council of Taiwan (NSC) and the Czech Science Foundation of the Czech Republic (GACR), hereinafter referred to as "the Parties";

*Recognizing* the importance and the mutual benefit derived from bilateral cooperation in scientific research;

*Desiring* to promote and strengthen the cooperation relationship between the Parties, and to provide this relationship with more visibility.

Hereby agree as follows:

**Article I                      General Provisions**

The objectives of this Memorandum of Understanding (Memorandum) are to encourage exchange and cooperation between the scientists, engineers and scientific institutions from Taiwan and the Czech Republic.

The scope of the cooperation shall be conducted in the fields of research and development agreed to by the Parties.

**Article II                      Development of Research Cooperation**

Activities conducted by the Parties pursuant to this Memorandum are subject to the availability of funds in the budget of the Parties.

The NSC shall be responsible for coordinating all Taiwanese participants under this Memorandum, and the GACR shall be responsible for coordinating the Czech participants.

In order to attain the objectives referred to in the Article I of this Memorandum, the Parties commit themselves, subject to the availability of resources and in conformity with their respective attributions, to undertake the following activities:

Research cooperation shall be developed through:

- a) Joint research projects
- b) Workshops and seminars
- c) Other forms of research cooperation shall be determined through mutual consultation

a) Joint research projects

Joint research project proposals shall be prepared jointly by the collaborating researchers of both countries.

Written proposals shall be submitted concurrently to the NSC and to the GACR in accordance with the terms and conditions established by the Parties for their research grant proposals.

The proposals shall be submitted prior to the deadlines agreed to by both Parties.

The proposals shall include detailed description of the research projects, budget and the cooperative activities as well as bibliographical data of the participants.

Visits of the scientists involved in the joint project, dedicated to achieving the scientific goals of the project and may be part of the project proposal.

The duration of the research projects is set from one year to three years.

b) Workshops and seminars

Workshops and seminars shall be research-oriented and well focused.

They may be held in either country and shall be normally limited to the participation of up to 10 scientists from each country.

Written proposals for seminars shall be prepared jointly by the scientists from Taiwan and the Czech Republic and submitted simultaneously to the NSC and to the GACR for evaluation.

The proposals shall be submitted prior to the deadlines agreed to by both Parties.

c) Other forms of research cooperation

On mutual interest, the Parties may determine to jointly support any research development activities (other than the joint projects or workshops described above) on a case by case basis.

However, preparatory and consultative visits of the scientists/scholars to explore these other forms of research cooperation will not generally be supported under this Memorandum.

### **Article III**                                      **Procedures**

In parallel, the NSC and the GACR will evaluate proposals and exchange pertinent information with each other, to determine whether funding is available.

The final agreement on support of a joint research project, a scientific activity or program shall be established by exchange of correspondence containing necessary information.

Scientists and their institutions whose proposals are approved under this Memorandum are responsible for the performance of the approved activities and for the proper uses of grants. Principal investigators of each Party shall report on the progress of their activities through the established channels in their country.

The activities under this Memorandum shall be subject to the laws and the regulations in Taiwan and the Czech Republic.

### **Article IV**                                      **Eligibility of the Participants**

All of the scientists and scholars that meet the requirements established by the Parties may request support from the NSC and the GACR.

### **Article V**                                      **Financial Provisions**

Each Party shall support the basic costs of the project within its own territory of activities approved under this Memorandum.

Funding for the applied projects requires approval from both Parties.

### **Article VI**                                      **Intellectual Property**

In respect to any discovery or invention derived from cooperative research activities implemented under this Memorandum, the collaborating researchers shall consult and agree on the ownership of any intellectual property and the terms of commercial exploitation. In their consultations, collaborating researchers shall take relative contributions of each Party to the research into account.

## Article VII

## Periodic Monitoring

To monitor the progress of the research cooperation, both Parties shall correspond periodically and discuss the programs and projects already undertaken as well as those for forthcoming years.

Each Party shall notify the other of its annual support plan that further specifies the joint research projects and workshops and seminars to be funded at the beginning of every year.

## Article VIII

## Final Provisions

This Memorandum shall enter into force upon signature by the Parties, and shall be valid for five years. It shall be automatically renewed annually on the expiry of the five (5) year period with the same terms including this right of renewal, unless one Party gives written notice to the other, at least six (6) months prior to the renewal date, of its intention to terminate this Memorandum.

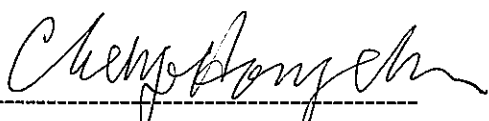
In case of termination of the Memorandum, previously approved joint projects, workshops and seminars shall remain valid until their dates of expiration.

Matters which are not included in this Memorandum shall be discussed through the Parties. This Memorandum is subject to revision or termination through consultation and agreement by both Parties.

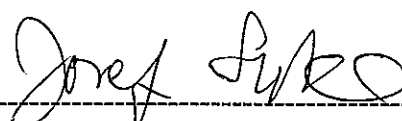
Signed in duplicate in Prague on November 3, 2008 in English language.

For the National Science Council  
of Taiwan

For the Czech Science Foundation  
of the Czech Republic



Cheng-Hong Chen  
Vice Chairman



Josef Syka  
President