

行政院勞工委員會職業訓練局與澳大利亞商工辦事處
職業教育與訓練合作瞭解備忘錄

行政院勞工委員會職業訓練局與澳大利亞商工辦事處（以下稱「雙方」）咸欲積極增進臺灣與澳大利亞間職業教育與訓練方面之合作關係，雙方爰達成以下之瞭解：

第一條 目的

本瞭解備忘錄係為維持並提昇臺灣與澳大利亞職業教育與訓練事務之雙邊合作，進而共同了解，追求共同利益及合作發展。

第二條 活動

雙方將經由本瞭解備忘錄促進下列活動：

- （一）促進臺灣及澳大利亞相關團體及教育機構間之實習及訓練交流；
- （二）對尋求訓練機會及實習者提供協助、資訊及服務；及
- （三）促進合適的臺灣與澳大利亞機構間夥伴關係，共同舉辦教育及訓練方面之研討會、研習會及會議。
- （四）安排相關專家及中高階管理人員互訪。
- （五）促進、協助及鼓勵各機關、機構以及包括相關之工業界或受委託協會等私人機構間之直接往來。

第三條 協調與實施

由行政院勞工委員會職業訓練局局長及澳大利亞商工辦事處澳洲教育處處長負責本瞭解備忘錄活動相關的協調及聯繫。

雙方工作人員將視需要依據本瞭解備忘錄訂定及審查所訂各項工作計畫，在必要時開會，共同討論研商雙方合作項目。

第四條 費用

除非經雙方同意，原則皆由雙方各自負擔其所參與各項活動的費用。

第五條 義務

本瞭解備忘錄合作活動於實施時，雙方為各自之行爲及結果負責，不必為對方行爲負責。雙方應負責實施雙方咸認為必須之防範措施、條款與規定。

第六條 智慧財產權

本瞭解備忘錄並不影響雙方各自之智慧財產權。於執行所建議之合作活動時，如預見攸關智慧財產權問題時，雙方依照其國內法令，將事先就這些智

慧財產權提供有效之保護及分配。

本條所稱「智慧財產權」之定義係依據 1967 年 7 月 14 日於斯德哥爾摩所簽訂【建立世界智慧財產權組織公約】第二條規定（此項公約於 1979 年 9 月 28 日修正）

第七條 一般事項

本瞭解備忘錄自簽署日生效，效期兩年，並得於雙方書面同意時延長或修正。

本瞭解備忘錄並得由任何一方於六個月前以書面通知對方而終止。除雙方共同決定外，本瞭解備忘錄之終止，並不影響在終止前已進行活動之效力及效期。

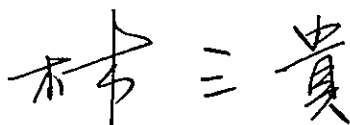
在闡釋或執行本瞭解備忘錄，或根據本瞭解備忘錄所做的特別安排時，若有任何爭議，則由雙方經協商友善解決。

為此，雙方簽署人各經充分授權爰於本瞭解備忘錄簽字，以昭信守。

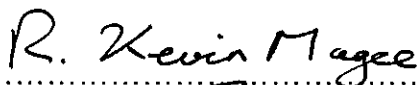
本瞭解備忘錄以中文及英文各繕兩份，兩種文字約本同一作準，於西元二〇一一年十二月十三日訂於臺北。

行政院勞工委員會職業訓練局

澳大利亞商工辦事處



林三貴
局長



馬克文
代表

**MEMORANDUM OF UNDERSTANDING ON VOCATIONAL EDUCATION
AND TRAINING COOPERATION BETWEEN**

**THE BUREAU OF EMPLOYMENT AND VOCATIONAL TRAINING OF
THE COUNCIL OF LABOR AFFAIRS, EXECUTIVE YUAN OF TAIWAN**

AND

THE AUSTRALIAN COMMERCE AND INDUSTRY OFFICE, TAIPEI

The Bureau of Employment and Vocational Training of the Council of Labor Affairs, Executive Yuan of Taiwan, and the Australian Commerce and Industry Office, Taipei, hereinafter referred to as "the Parties", enter into this Memorandum of Understanding on Vocational Education and Training Cooperation, in order to contribute positively to the strengthening of training and development-related linkages between Taiwan and Australia.

The Parties have reached the following understanding:

Paragraph 1: Purposes

The purposes of this Memorandum of Understanding are to maintain and enhance bilateral cooperation in vocational education and training matters between Taiwan and Australia, to promote mutual understanding of such matters and promote the pursuit of common benefits and collaborative development in the vocational education and training sector.

Paragraph 2: Activities

The Parties will encourage, through this Memorandum of Understanding, the following activities:

- (i) the promotion of internship and training exchanges between relevant organisations and education institutions in Taiwan and Australia;
- (ii) the provision of assistance, information and services to individuals to seek training opportunities and internships;
- (iii) the facilitation of partnerships between appropriate organisations in Taiwan and Australia regarding seminars, workshops and conferences in education and training;
- (iv) the organisation of reciprocal visits by relevant professional experts and senior administrative personnel; and
- (v) the promotion, facilitation and encouragement, as appropriate, of the development of direct contacts between institutions, and other organisations and private sectors including relevant industry or stakeholder associations.

Paragraph 3: Coordination and Implementation

Responsibility for coordinating activities and communication concerning this Memorandum of Understanding will fall to the Director General, the Bureau of Employment and Vocational Training of the Council of Labor Affairs, Executive Yuan of Taiwan and to the Director, Australian Education International, Australian Commerce and Industry Office, Taipei.

Officials from the coordinating agencies will contact each other and meet as necessary to discuss matters of mutual interest related to the cooperation outlined in this Memorandum of Understanding and to exchange information on their respective programs, policies and practices.

Paragraph 4: Costs

Unless otherwise mutually determined between the Parties, each Party engaging in cooperative activities and initiatives will be responsible for all costs incurred as a result of its engagement.

Paragraph 5: Liability

In taking part in cooperative activities under this Memorandum of Understanding, each Party will be responsible for its own acts and the results thereof and will not be responsible for the acts of the other Party and the results thereof. The Parties should be responsible for implementing safeguards, terms and conditions that are considered necessary by both Parties.

Paragraph 6: Intellectual Property Rights

This Memorandum of Understanding does not affect the intellectual property rights of the Parties. In proposed cooperative activities, where it is foreseeable the questions related to intellectual property rights might arise, the Parties, in accordance with their domestic laws, will mutually determine in advance the effective protection and allocation of those intellectual property rights.

In this paragraph "Intellectual Property" will have the meaning provided for in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm on 14 July 1967, as amended on 28 September 1979.

Paragraph 7: General

This Memorandum of Understanding will take effect on the date of signature by both Parties and will remain in effect for a period of two years. This Memorandum of Understanding may be extended or amended with the written consent of both Parties.

This Memorandum of Understanding may be terminated by either Party at any time, upon six months written notice being given to the other Party. The termination of this Memorandum of Understanding will not affect the validity or duration of activities prescribed hereunder and initiated prior to such termination, unless the Parties otherwise mutually determine.

Any dispute arising from the interpretation of any of the paragraphs in this Memorandum of Understanding, or the specific arrangements resulting from the same, will be amicably resolved by the Parties through consultation.

In witness whereof, the undersigned being duly authorised, have signed this Memorandum of Understanding.

Signed in duplicate in the Chinese and English Languages, both texts being equally authentic, in Taipei on the thirteenth day of December 2011.

For the Bureau of Employment and Vocational Training of the Council of Labor Affairs, Executive Yuan of Taiwan

For the Australian Commerce and Industry Office, Taipei

Mr San-Quei Lin
Director General

Mr Kevin Magee
Representative