

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE TAIPEI ECONOMIC AND CULTURAL CENTER IN NEW DELHI  
AND  
THE INDIA-TAIPEI ASSOCIATION IN TAIPEI  
ON SCIENTIFIC AND TECHNOLOGICAL COOPERATION**

The Taipei Economic and Cultural Center in New Delhi (hereinafter referred to as TECC) and the India-Taipei Association in Taipei (hereinafter referred to as ITA) (both hereinafter referred to as the "Parties");

CONSIDERING that the development of scientific and technological exchanges will be of mutual benefit;

DESIROUS of strengthening cooperation between them, particularly in the fields of science and technology;

HAVE AGREED as follows:

**ARTICLE I**

The Parties agree to promote development of cooperation in the fields of science and technology between them on the basis of equality and mutual advantage and, through mutual consent, define various areas in which this cooperation is desirable, taking into account the experience of scientists and specialists of the Parties and the possibilities available to them.

**ARTICLE II**

Cooperative activities will be undertaken in mutually agreed areas in accordance with the financing arrangements stipulated in the Annex I to this Memorandum of Understanding.

**ARTICLE III**

Such cooperative activities will facilitate scientific and technological exchanges in mutually agreed areas between the Parties, which may be carried out through appropriate mechanisms.

#### ARTICLE IV

Each specific cooperative project pursued under this Memorandum of Understanding will be executed on the basis of an Implementation Plan agreed upon by the Implementing Agencies through mutual agreement. The Implementation Plan will spell out the distribution of tasks and define the specific technical and financial aspects of cooperation, issues concerning intellectual properties, and any other issue relevant to the cooperative project.

#### ARTICLE V

Nothing in this Memorandum of Understanding will be constructed as limiting collaboration between scientists designated by the Parties. This Memorandum of Understanding will not affect the rights and obligations of the Parties under other agreements, if any.

#### ARTICLE VI

The Parties recognize the importance of holding joint workshop on mutually agreed topics as a key mechanism to initiate practical collaboration, such as joint research projects and scientists exchanges, with the participation of active researchers and representatives of the two Parties.

#### ARTICLE VII

The Parties undertake to promote other forms of collaboration such as programs to encourage commercialization of research and development, sustainable development and innovation.

#### ARTICLE VIII

1. A Joint Committee on Cooperation in Science & Technology (hereinafter referred to as "the Committee") will be established for achieving the objectives of this Memorandum of Understanding.
2. The Committee will:
  - a. Consider the policy aspects relevant to the implementation of this Memorandum of Understanding;
  - b. Identify priority areas of mutual interest, taking into account both academic and financial feasibility;
  - c. Follow-up the progress of the implementation of this Memorandum of Understanding; and

- d. Propose specific measures to enhance the range and quality of cooperation under this Memorandum of Understanding.
3. Contacts relating to the functions of this Committee during the inter-session periods will be conducted through the Implementing Agencies stipulated in the Annex II to this Memorandum of Understanding.

外14  
ARTICLE IX

This Memorandum of Understanding will enter into force on the date of signature and will remain in force for a period of five years from the date of its entry into force. It will be automatically extended for further periods of five years, unless one of the Parties gives notice to the other Party of its intention to terminate this Memorandum of Understanding twelve months before the expiry date of the said period.

DONE in duplicate in the English language on the

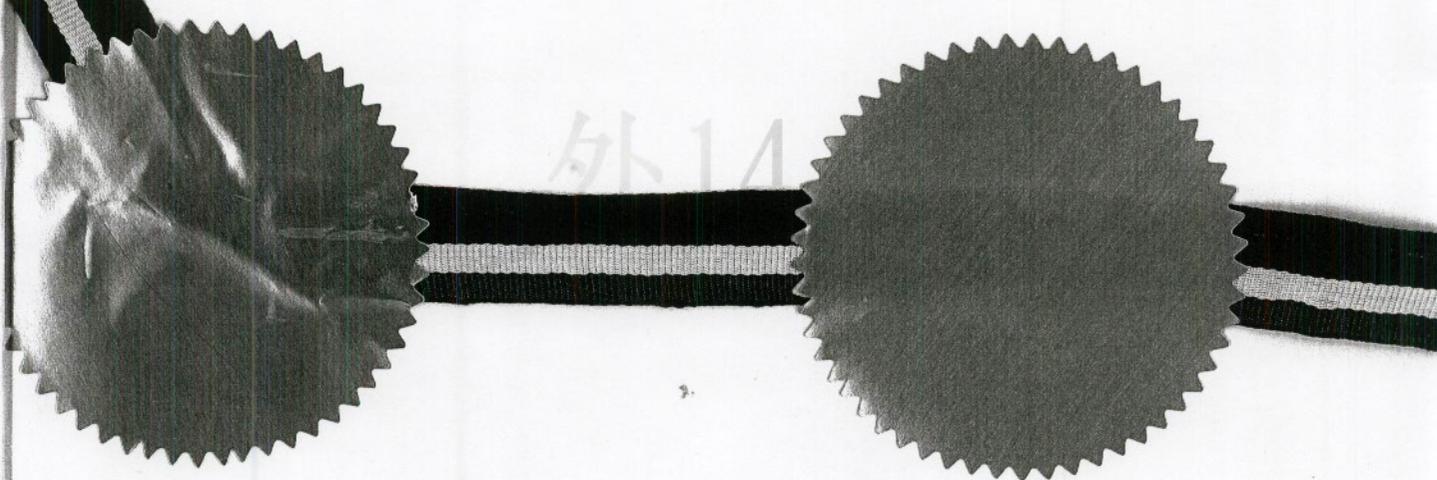
18 April 2007,  
day of 2007.

For the Taipei Economic and Cultural  
Center in New Delhi

For the India-Taipei Association in  
Taipei

Andrew J. C. Luo      V. K. Khanna

外14



Financing Arrangements

**1. Scientist Exchanges / Joint Workshops**

The visiting party will meet the expenditure on international and domestic (inter-city) air travel. The receiving party will meet the expenditure on organizing such Scientists Exchanges/Joint Workshops, and on local hospitality for boarding, lodging and local ground transportation of the visiting delegation. The financial liability of the receiving party will be limited to such expenditure for up to a maximum number of six (6) visiting scientists and for a period of five (5) working days, or stated otherwise in an Implementation Plan.

**2. Joint Research Projects**

The visiting party will meet the expenditure on international and domestic (inter-city) air travel. The receiving party will meet the expenditure on local hospitality for boarding, lodging and local ground transportation of the visiting scientists for a specified number of days / persons to be decided by the two parties on a case-by-case basis. Project coordinators will be responsible for securing funding to support their project costs for the respective parts of such joint projects, as decided by mutual agreement.

**3. Exploratory Missions**

The visiting party will meet all expenditure on international and domestic travel, and on boarding and lodging. The receiving party will assist in making the arrangements both on domestic (inter-city) and on local transportation for such visits as well as liaison support.

Implementing Agencies

The Implementing Agencies shall be:

- a. On behalf of TECC:
  - i. Director General, TECC
  - ii. National Science Council, Taipei
- b. On behalf of ITA:
  - i. Director General, ITA
  - ii. Department of Science and Technology, New Delhi

外14

## 駐新德里臺北經濟文化中心與駐臺北印度臺北協會科技合作瞭解備忘錄

駐新德里臺北經濟文化中心與駐臺北印度臺北協會(以下合稱「雙方」)，  
認知發展科學與技術之交流將互蒙其利，希冀在科技領域上的合作更能加  
強雙邊關係，爰經協議如下：

### 第一條

雙方同意基於平等互惠之原則，鼓勵雙邊之科技合作，協議界定各項合作領  
域，並考量雙方科技人員與專家的經驗及所有可能的合作機會。

### 第二條

雙方將根據本瞭解備忘錄附約一所載明之財務協議，針對彼此同意之領域，進  
行各項合作。

### 第三條

各項合作將促進雙方在同意領域之科技交流，並藉由適當機制達成此一目標。

#### **第四條**

本瞭解備忘錄之各項合作計畫，將由雙方執行機構共同協議之執行辦法執行之。執行辦法將確立各項任務分配，規範合作所涉特定技術及財務事宜、智慧財產權議題，及其他與合作相關之議題。

#### **第五條**

本瞭解備忘錄不視為限縮雙方指定科技人員之間的合作。本瞭解備忘錄不影響雙方已簽訂協定之權利與義務。

#### **第六條**

雙方認知，就協議議題舉辦聯合研討會，是開創實際合作的重要機制。此類實際合作諸如由雙邊積極的研究人員和代表所參與之聯合研究計畫及科學家交流等。

#### **第七條**

雙方支持推動其他形式的合作，例如鼓勵研發成果商業化、持續發展及創新等各項計畫。

#### **第八條**

一、為了達成本瞭解備忘錄之目標，將成立科技合作聯合委員會（以下稱「委員會」）。

二、委員會將：

- (一) 考量執行本瞭解備忘錄之政策相關事宜。
- (二) 在學術與財務可行情形下，確認雙方關注之優先領域。
- (三) 追蹤本瞭解備忘錄之執行進展。
- (四) 提出擴展本瞭解備忘錄合作範圍及品質之特定方案。

三、委員會休會期間，相關功能之聯繫將委由本瞭解備忘錄附約二所載明之執行機構代理。

### 第九條

本瞭解備忘錄自簽署之日起生效，自生效之日起為期 5 年，期滿應自動逐次續延 5 年，除非任何一方於效期屆滿 12 個月前通知對方終止本瞭解備忘錄。

本瞭解備忘錄以英文繕製 2 份，訂於 2007 年 4 月 18 日。

駐新德里臺北經濟文化中心代表 駐臺北印度臺北協會代表

高振群 (Mr. Andrew J. Kao) Mr. T. P. Seetharam (史泰朗)

## 附約一：財務協議

### 一、科學家交流/聯合研討會

訪方將負擔國際及國內(各個城市之間)航空旅費。接待方則負擔組織科學家交流/聯合研討會，以及訪團在當地的膳宿接待及當地地面交通。除執行辦法另有規定者外，接待方負責之財務支出以 6 位科學家及 5 個工作天為限。

### 二、聯合研究計畫

訪方將負擔國際及國內(各個城市之間)航空旅費。接待方將負擔來訪科學家在當地的膳宿接待及當地地面交通，並依個案由雙方決定特定的日數及人員名額。計畫協調人將各自負責籌措聯合研究計畫各屬之計畫費用，並由雙邊協議決定之。

### 三、考察訪問

訪方將自行負擔國際及國內旅費與膳宿。接待方則協助國內(各城市之間)及當地的交通安排及聯繫支援。

## 附約二：執行機構

執行機構如：

一、駐新德里臺北經濟文化中心為：

1. 駐新德里臺北經濟文化中心代表
2. 行政院國家科學委員會，臺北

二、駐臺北印度臺北協會為：

1. 駐臺北印度臺北協會會長
2. 印度科技署(DST)，新德里