



# MEMORANDUM OF UNDERSTANDING ON EDUCATION

BETWEEN  
THE BUREAU OF INTERNATIONAL CULTURAL AND EDUCATIONAL  
RELATIONS, MINISTRY OF EDUCATION, REPUBLIC OF CHINA (TAIWAN)  
AND  
THE DEPARTMENT OF EDUCATION,  
STATE OF MICHIGAN, USA

The Bureau of International Cultural and Educational Relations, Ministry of Education, Republic of China (Taiwan) and the Michigan Department of Education, USA, hereinafter referred to as "the Parties," agree to enter into a Memorandum of Understanding (MOU) on Education, in order to contribute positively to the strengthening of education and learning-related linkages between the State of Michigan, USA and Taiwan.

The Parties have reached the following understanding:

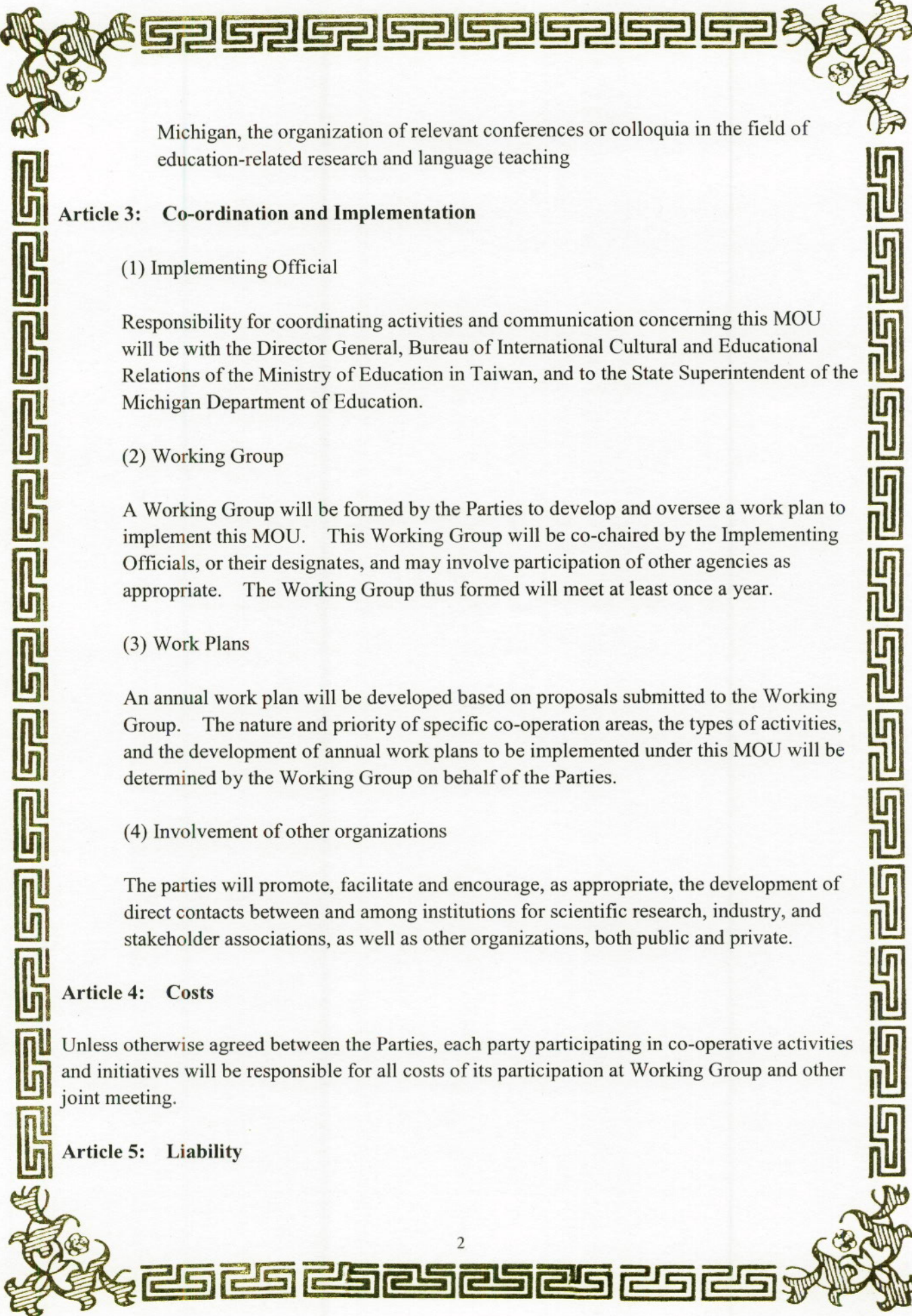
## **Article 1: Purposes**

The Parties will pursue the development of a work plan through which they may achieve the following purposes: To maintain and enhance bilateral co-operation in educational matters, to promote mutual understanding, and to realize common benefits through collaborative development.

## **Article 2: Activities**

The Parties agree to pursue, through this MOU, the following activities:

- (1) The promotion of educational and academic exchanges between individuals, organizations and educational institutions in Taiwan and State of Michigan.
- (2) The promotion of study opportunities in Taiwan and State of Michigan.
- (3) The promotion of assistance, information and services to those seeking educational opportunities and scholarships
- (4) The development of partnership support with appropriate cooperative organizations in Taiwan and the State of Michigan, regarding seminars, workshops and conferences in the area of education
- (5) The encouragement of joint efforts in language teaching, which may include such areas as: teacher training for language teachers, assistance for the recruitment of language teachers, assistance to the relevant authorities in Taiwan and the State of



Michigan, the organization of relevant conferences or colloquia in the field of education-related research and language teaching

**Article 3: Co-ordination and Implementation**

(1) Implementing Official

Responsibility for coordinating activities and communication concerning this MOU will be with the Director General, Bureau of International Cultural and Educational Relations of the Ministry of Education in Taiwan, and to the State Superintendent of the Michigan Department of Education.

(2) Working Group

A Working Group will be formed by the Parties to develop and oversee a work plan to implement this MOU. This Working Group will be co-chaired by the Implementing Officials, or their designates, and may involve participation of other agencies as appropriate. The Working Group thus formed will meet at least once a year.

(3) Work Plans

An annual work plan will be developed based on proposals submitted to the Working Group. The nature and priority of specific co-operation areas, the types of activities, and the development of annual work plans to be implemented under this MOU will be determined by the Working Group on behalf of the Parties.


(4) Involvement of other organizations

The parties will promote, facilitate and encourage, as appropriate, the development of direct contacts between and among institutions for scientific research, industry, and stakeholder associations, as well as other organizations, both public and private.

**Article 4: Costs**

Unless otherwise agreed between the Parties, each party participating in co-operative activities and initiatives will be responsible for all costs of its participation at Working Group and other joint meeting.

**Article 5: Liability**



In implementing the co-operative activities under the MOU, 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 results thereof.

**Article 6: Intellectual Property Rights**

The MOU does not affect intellectual property rights of the Parties. In proposed co-operative activities, where it is foreseeable that questions related to intellectual property rights might arise, the Parties, in accordance with their national laws, will agree in advance as to the effective protection and allocation of those intellectual property rights.

**Article 7: General**

The MOU shall come into force on the date of the last signature by both Parties and shall remain in effect for a period of three years. This MOU may be extended or amended with the written consent of both Parties.

This MOU may be terminated by either Party at any time, upon three months' written notice being given to the other Party. The termination of this MOU shall not affect the validity or duration of activities agreed upon hereunder and initiated prior to such termination, unless the Parties otherwise agree.

In witness, whereof, the undersigned, being duly authorized by their respective governments, have signed this Memorandum of Understanding.

Done in duplicate in the Chinese and English languages, both texts being equally authentic.

For the Bureau of International Cultural and Educational Relations, Ministry of Education, Republic of China (Taiwan)

For the Department of Education, State of Michigan, United States of America

*Chang Chunsheng*

Chin-Sheng Chang, Director-General

*Michael P. Flanagan*

Michael P. Flanagan, Superintendent of Public Instruction

Date: *March 8, 2006*

At: *Taipei*

Date: *March 23, 2006*

At: *Michigan*



Cultural Division

Taipei Economic and Cultural Office in Chicago

*Huei-wen Hsu*

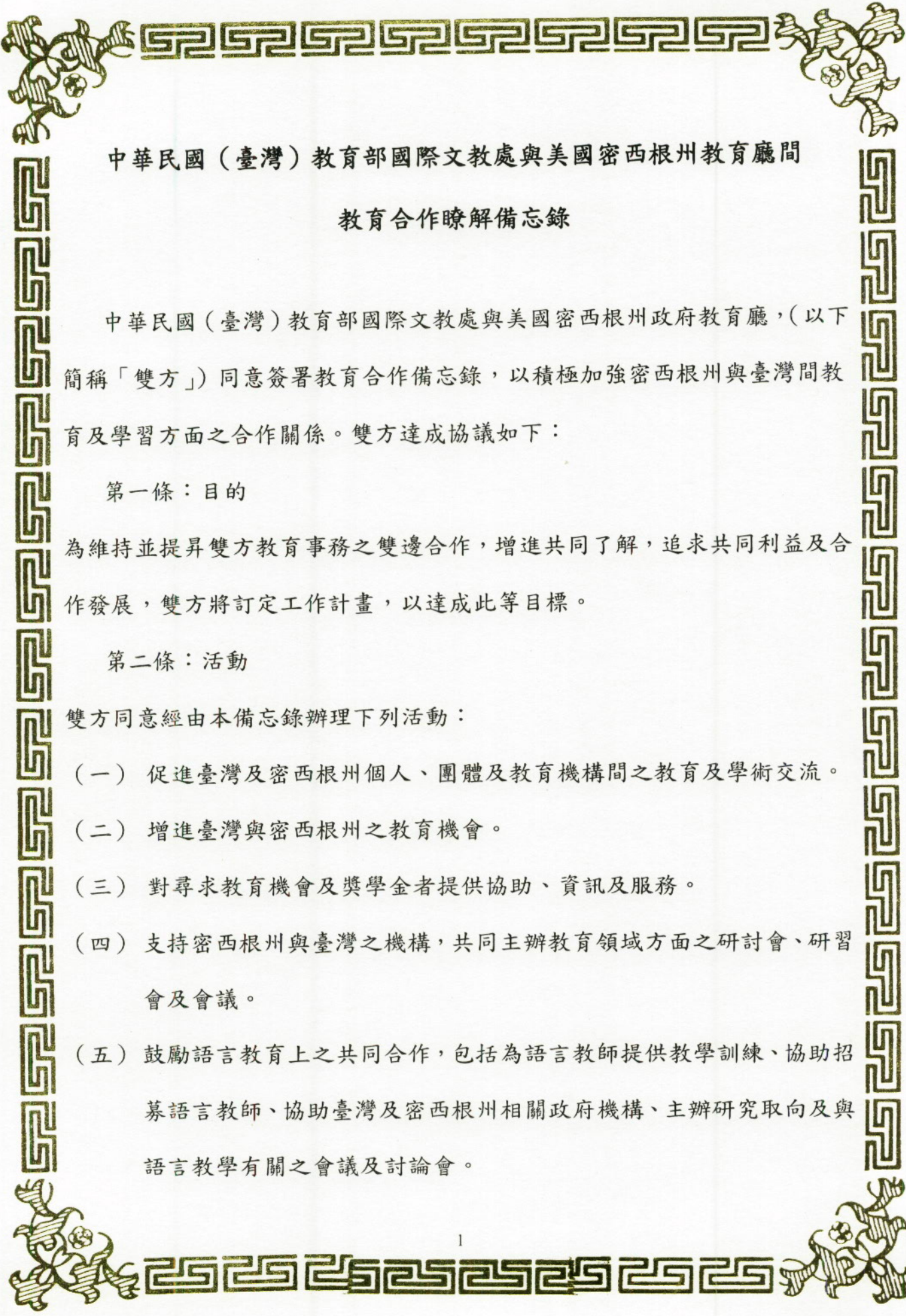
Huei-wen Hsu, Director

Date:

*March 23, 2006*

At:

*Michigan*



中華民國（臺灣）教育部國際文教處與美國密西根州教育廳間

教育合作瞭解備忘錄

中華民國（臺灣）教育部國際文教處與美國密西根州政府教育廳，（以下簡稱「雙方」）同意簽署教育合作備忘錄，以積極加強密西根州與臺灣間教育及學習方面之合作關係。雙方達成協議如下：

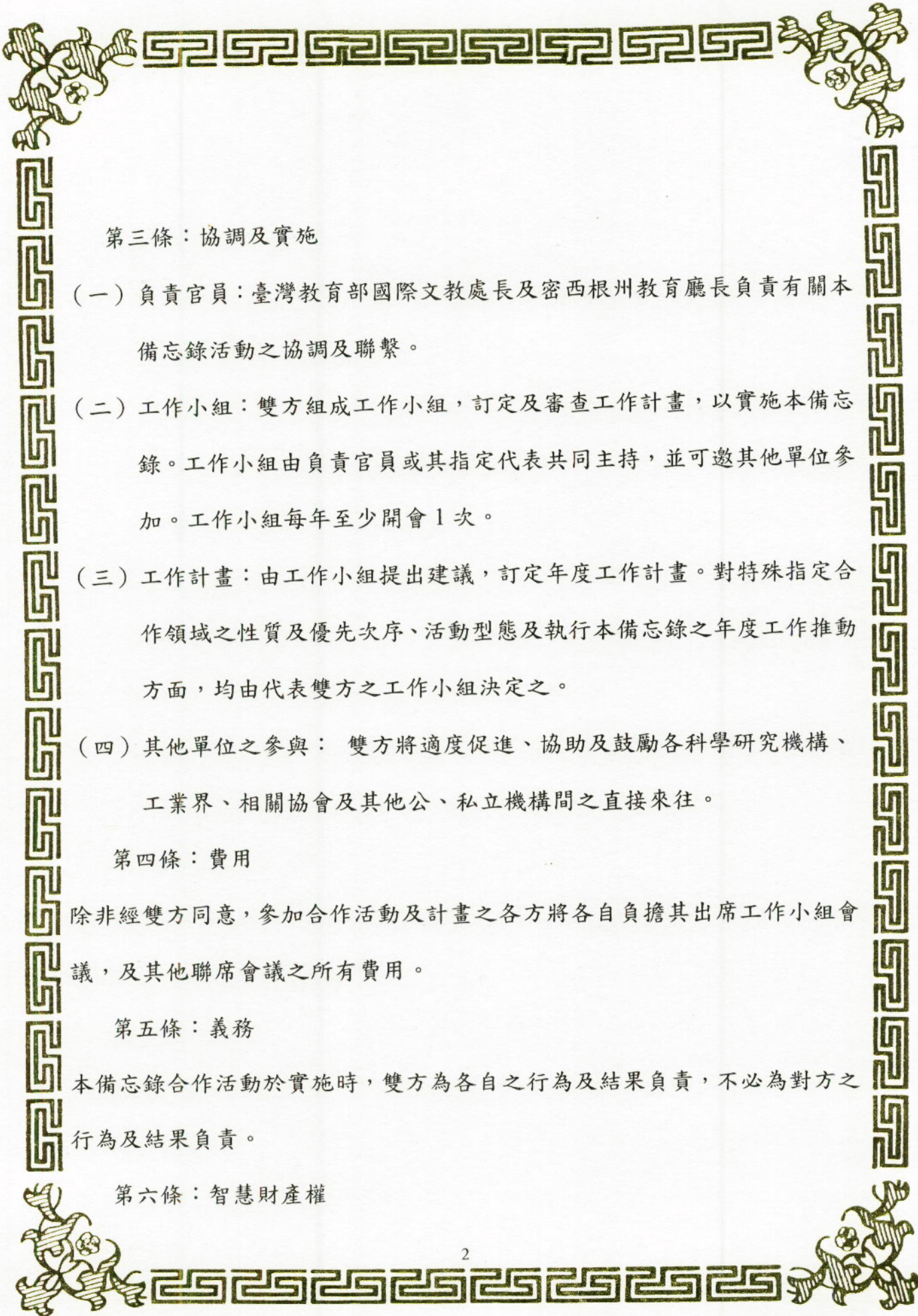
第一條：目的

為維持並提昇雙方教育事務之雙邊合作，增進共同了解，追求共同利益及合作發展，雙方將訂定工作計畫，以達成此等目標。

第二條：活動

雙方同意經由本備忘錄辦理下列活動：

- （一） 促進臺灣及密西根州個人、團體及教育機構間之教育及學術交流。
- （二） 增進臺灣與密西根州之教育機會。
- （三） 對尋求教育機會及獎學金者提供協助、資訊及服務。
- （四） 支持密西根州與臺灣之機構，共同主辦教育領域方面之研討會、研習會及會議。
- （五） 鼓勵語言教育上之共同合作，包括為語言教師提供教學訓練、協助招募語言教師、協助臺灣及密西根州相關政府機構、主辦研究取向及與語言教學有關之會議及討論會。



### 第三條：協調及實施

- (一) 負責官員：臺灣教育部國際文教處長及密西根州教育廳長負責有關本備忘錄活動之協調及聯繫。
- (二) 工作小組：雙方組成工作小組，訂定及審查工作計畫，以實施本備忘錄。工作小組由負責官員或其指定代表共同主持，並可邀其他單位參加。工作小組每年至少開會1次。
- (三) 工作計畫：由工作小組提出建議，訂定年度工作計畫。對特殊指定合作領域之性質及優先次序、活動型態及執行本備忘錄之年度工作推動方面，均由代表雙方之工作小組決定之。
- (四) 其他單位之參與：雙方將適度促進、協助及鼓勵各科學研究機構、工業界、相關協會及其他公、私立機構間之直接來往。

### 第四條：費用

除非經雙方同意，參加合作活動及計畫之各方將各自負擔其出席工作小組會議，及其他聯席會議之所有費用。

### 第五條：義務

本備忘錄合作活動於實施時，雙方為各自之行為及結果負責，不必為對方之行為及結果負責。

### 第六條：智慧財產權

本備忘錄不影響雙方之智慧財產權。於執行所建議之合作活動時，如預見可能產生智慧財產權問題時，雙方同意依照其國內法令，對智慧財產權事先提供有效之保護及分配。

第七條：一般事項

本備忘錄自雙方最後簽署日生效，效期3年，並得於雙方書面同意時延長及修正之。

本備忘錄並得由任何一方於3個月前以書面通知對方終止之。

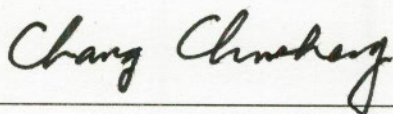
除雙方同意外，本備忘錄之終止不影響在終止前已進行活動之效力及時程。

為此，雙方簽署人各經合法授權爰於本備忘錄簽署，以昭信守。

本備忘錄以中文及英文各繕2份，2種文字之約本同一作準。

中華民國（臺灣）  
教育部國際文教處

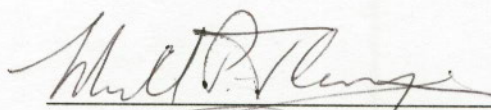
美國  
密西根州教育廳



國際文教處長

日期: March 8, 2006

地點: Taipei



教育廳長

日期: March 23, 2006

地點: Michigan



駐芝加哥台北經濟文化辦事處

文化組

*Awei-wen Hsu*

文化組組長

日期：*March. 23. 2006*

地點：*Michigan.*