

## 行政院國家科學委員會與西班牙高等科學委員會科學合作協議書

台灣國家科學委員會（以下簡稱國科會）係行政院政府機構，由副主任委員謝清志博士代表簽署本協議，

與其協議夥伴

西班牙王國高等科學研究委員會（以下簡稱高等科學委員會）係隸屬西班牙教育科學部之獨立自主單位，依據 2005 年 6 月 2 日決議，2005 年 6 月 21 日 BOE 公報公佈之命令具完全法律授權，由副主席 Rafael Rodrigo Montero 博士代表高等科學委員會簽署本協議，

雙方認同彼此合作關係基於簽約雙方互利關係，簽約雙方希望以推動科學家經驗與研究之交流方式以拓展科學合作為目的進而建立協議架構。

因之基於以上之考慮，雙方協議機構同意以下條文：

### 第一條 本協議之範圍

本協議之目的係就簽約雙方最有興趣的研究領域，推廣及增進雙方合作機構的科學家及研究團隊之相互合作。

### 第二條 科學合作之形式

簽約雙方承諾以下列方式支持贊助籌組及安排雙邊或多邊內容的科學活動：

- a) 經由提供一定額度之補助，在相互有興趣之領域執行合作研究計劃、研討會，或推廣合作網絡。
- b) 短期人員交流。
- c) 在雙方執掌範圍內並符合本協議目的之相互有興趣之其他任何倡議事項。

### 第三條 合作形式之實踐

本協議第二條所載之每一種合作形式之細節及工作計劃，應由第四條所載之聯席會議決定，並將決定內容列為本協議之附錄。聯席會議至少每二年將修訂附錄內容，每次新修訂之內容將取代成為本協議之附錄。前述附錄應包括下列特定事項：

- 雙方可能執行的人員交流數額
- 第五條所載的生活費之財務安排
- 聯席會議通過之合作研究計劃、研討會或合作網絡之名稱、內容、期限及財務安排，以及雙方參與科學家或學者之姓名。



#### 第四條 聯席會議

簽約雙方聯席會議成員之提名宜於本協議正式生效後三十日內確定或雙方同意之時間確定。聯席會議之組成應由簽約雙方各指定三位人選。聯席會議應成爲雙方聯繫之永久性體制，它應負責建立履行本協議所載活動之標準及條件，並負責篩選合作研究計劃或合作網絡，以及採取必要步驟以拓展雙方研究人員之交流。

聯席會議應制定其運作內規，它應至少每隔二年輪流在台北(台灣)及馬德里(西班牙)召開乙次，或在經雙方同意之時間或地點召開，或以交換傳真或電子郵件之方式取代開會。

#### 第五條 行政及財務條件

雙方應就第二條所載所有合作形式之財務運作條件、總預算或年度預算之安排、聯席會議召開之時間或以郵件交換替代會議等事項取得一致意見。

雙方就研究人員交流同意下列行政及財務條件：

##### 1. 派遣方應：

- a) 至少於計畫訪問起始日之 60 天前，即將其推薦人選及接待實驗室通知接待方。接待方通過訪問計劃後，應於訪問人員抵達 40 天前通知派遣方。
- b) 負擔其派遣研究人員之國際旅費
- c) 負擔其派遣研究人員最適合之醫療保險

##### 2. 接待方應：

- a) 支付來訪人員日支生活費及聯席會議認可等級之住宿費
- b) 必要時支付與研究相關之接待國國內交通費

日支生活費將於訪問人員抵達時即予支付。日支生活費之標準可配合各國公佈之法規變動而於聯席會議提出修訂。

#### 第六條 保密條款、研究成果之發佈及所有權

雙方均同意在未經雙方同意前，無論在任何情況均不得對第三人揭露任何科學或技術上之資訊，惟若上述資訊係屬公共領域者則不在此限。

雙方同意對方使用因執行合作研究畫而產生之科學數據及成果，若簽約任一方欲刊載或公佈合作研究計劃所取得之資訊，在任何情況下均應註明該等資訊係在本協議下或在本協議之某一特定合作研究計劃下所產生之成果。



當合作研究計劃產生可申請專利之研究成果時，雙方應決定管理該共有專利權之方式與條件，包括申請及維護該項專利及其他衍生相關智慧財產權之費用，參與獲得前述專利之合作研究計劃之所有科學家均應列為該項發明專利之發明人。

若一方對任一項可申請專利之研究成果無意取得智慧註冊保護，應在此研究成果產生後三個月內向對方表示，而另一方則應在決定是否有意願對該成果提出申請智慧財產權保護。

#### 第七條 僱用關係

研究人員在本協議下涉入合作對方之研究機構，惟其身份仍維持與原屬機構之指揮及依屬關係，不會因而與接待方之研究機構發生契約上之僱用關係。接待機構在任何情況下亦不應考慮成為其替代雇主。

#### 第八條 爭端之解決

因執行、闡釋或運用本協議而產生之任何爭端或意見不一致，雙方應以協商方式解決，尤應透過第四條所載之聯席會議解決之。

#### 第九條 期限及終止

本協議自雙方簽署之日起生效，效期四年，除非任何一方在到期日至少六個月前通知對方終止協議，否則到期可自動展期續約四年。惟依照本協議條件並經雙方同意之合作研究計劃，則不受前述“終止”通知之限制，可繼續執行至計畫完成。

本協議可經雙方同意而修訂，每次修訂內容均應成為本協議之一部份並應附於本協議內。

本協定以英文繕製兩份並於      日期 在馬德里及於      日期 在台北簽署完成。

台灣國科會

西班牙高等科學委員會

謝副主委清治博士

副主席 Dr. Monserrat Torne Escasany



Framework of Agreement on Scientific Cooperation  
by and between the  
**NATIONAL SCIENCE COUNCIL**  
and the  
**CONSEJO SUPERIOR DE INVESTIGACIONES CIENTÍFICAS**

The **National Science Council** (hereinafter referred to as NSC) of Taiwan, a governmental agency of the Executive Yuan, represented by its Deputy Minister, Dr. Ching-Jyh Shieh,

and its partner Organisation,

The **Consejo Superior de Investigaciones Científicas** (hereinafter referred to as CSIC) of the Kingdom of Spain, an autonomous body attached to the Spanish Ministry of Education and Science, represented by its Vicepresident Prof. Dr. Rafael Rodrigo Montero, having full legal authority to conclude this Agreement on behalf of CSIC (in accordance with the decision of 2nd June 2005, as published in BOE on June 21st 2005),

WHEREAS, recognising that their mutual cooperation is in the interest of both Contracting Parties, the Contracting Parties wish to enter into a frame agreement with the objective of expanding and furthering their scientific cooperation by means of promoting the exchange of experience and research scientists.

NOW, THEREFORE, in consideration of the above premises the Parties agree hereby as follows:

#### **Article 1. Scope of this Agreement**

The objective of this Agreement is to promote and further the cooperation between research scientists and research groups of both partner organisations in those areas of research of most interest to both Contracting Parties.

#### **Article 2. Forms of Scientific Cooperation**

The Contracting Parties undertake to support each other in organising and setting scientific events in a bilateral or multilateral context by the following means:

- a) The carrying-out of joint research projects, workshops and/or promotion of networks, in fields of mutual interest, through the provision of certain limited funds.
- b) The exchange of researchers for short periods of time.
- c) Any other initiatives, within the competence of the Parties and in accordance with the objectives set out in this Agreement that the Parties may consider of mutual interest.



### Article 3. Implementation of the Forms of Collaboration

The details and work programme for each form of cooperation envisaged in Article 2 of this Agreement shall be decided by the Joint Commission mentioned in Article 4 at its first meeting and shall be annexed to this Agreement. The Joint Commission shall revise this Annex at least every two years. Each revision shall be annexed to this Agreement. This Annex shall contain, among others, the following particulars:

- The annual exchange quota that may be used by each Party for the exchange of researchers.
- The financial arrangements for the daily allowance provided in Article 5.
- The title, description, duration and the financial arrangements of the joint research projects, workshops or networks that have been selected by the Joint Commission, as well as the names of the scientists and scholars from both Parties participating in them.

### Article 4. The Joint Commission

A Joint Commission composed of persons nominated by both Parties will be set up preferably within 30 days of the coming into force of this Agreement, or at any time that the Parties may agree. This Commission shall be constituted in such a way that each party shall appoint three members, and shall act as a permanent body of contact between the Parties. It shall be specifically in charge of establishing the criteria and conditions for implementing the activities envisaged by this Agreement as well as selecting the joint research projects or networks and taking all the necessary steps for the development of the exchange of researchers between the Parties.

The Joint Commission shall establish its own internal rules of procedure. It will meet at least every two years, alternating between Taipei (Taiwan) and Madrid (Spain), or at any time or location that both Parties may agree, or alternatively by exchange of faxes and/or e-mails.

### Article 5. Administrative and Financial Terms

For all type of collaborations referenced in Article 2, the Parties shall agree specifically the financial terms to be applied, setting up a total or an annual budget, determined when the Joint Commission, mentioned in article 4, meets or by exchange of mail.

For the exchange of researchers the Parties agree the following administrative and financial terms:

1. The sending Party shall:
  - a) Submit to the receiving Party the names of the candidates proposed, either within joint projects or as a free visit, and their host laboratories, at least sixty days before the proposed starting date of the visit. Approval of this proposal by the receiving



Party will be communicated to the sending Party at least forty days before the arrival date.

- b) Pay for the international travel cost between the two countries.
  - c) Provide its own researchers with the most appropriate insurance for medical assistance.
2. The receiving Party shall:
- a) Pay daily allowances for living and accommodation at the rate fixed by the Joint Commission.
  - b) Pay, if required, the cost of research-related domestic travel within the receiving country.

The daily allowances will be paid to the visitors upon their arrival. They may be adjusted every time the Joint Commission meets, in accordance with the prevailing regulations in each country.

#### **Article 6. Confidentiality, Dissemination and Ownership of Results**

Each of the Parties undertakes not to disclose, in any manner whatsoever, without the prior consent of the other Party, any scientific or technical information pertaining to the other Party to which it may have had access in the course of any activity envisaged by this Agreement, for as long as such information is not in the public domain.

The Parties shall agree by mutual consent on the use of the data and results generated during the performance of the joint research projects. Should the Parties decide to publish or disseminate information arising from the joint projects, reference shall always be made to the fact that it has been obtained under this Agreement or under a specific Programme on scientific cooperation signed by the Parties in the context of this Agreement.

Where results jointly generated in the research projects may be patentable, both Parties shall determine the terms and conditions that shall govern joint ownership, including the costs related to the filing of the applications or the maintenance of the patents or any other relevant intellectual property rights. In the said patents all the scientists who participated in the invention shall appear as inventors.

Should one of the Parties not be interested in obtaining registered protection for any of the patentable results, this shall be communicated to the other Party within three months of the achievement of these results. The latter Party will determine whether it desires to protect or use the said results.

#### **Article 7. Employment Relationship**

The researchers involved in the organisation of the scientific collaborations foresee in this Agreement shall remain under the direction of and dependent on their Institution of origin.



No contractual employment relationship shall therefore be created, nor shall the host Institution be considered in any circumstances a substitute employer.

#### **Article 8. Settlement of Disputes**

Any disagreement or dispute that may arise in the execution, interpretation or application of the Agreement shall be resolved by negotiation between the Parties, preferably through the Joint Commission mentioned in Article 4.

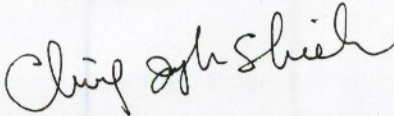
#### **Article 9. Duration and Termination**

This Agreement shall come into force on the date of its signature by both Parties and shall continue for four years, being automatically renewed for subsequent four years periods, unless terminated by either Party by giving at least six months' prior notice to the other Party. Notwithstanding what is laid down in the preceding sentence, the joint research projects that have been agreed by both Parties under the terms of this Agreement and are being carried out at the time of notice shall be continued until their completion.

This Agreement may be amended by mutual consent of the Parties. Each amendment shall form an integral part of the Agreement and shall be annexed to it.

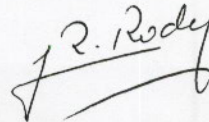
This Agreement is done and signed in two originals in the English language in Madrid on 1<sup>st</sup> March 2006 and in Taipei on

For the NSC



The Deputy Minister, Dr. Ching-Jyh SHIEH

For the CSIC



Prof. Dr Rafael Rodrigo Montero

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