

AGREEMENT

BETWEEN THE

INTERNATIONAL COOPERATION DEPARTMENT  
MINISTRY OF ECONOMIC AFFAIRS  
REPUBLIC OF CHINA

AND THE

MECHANICAL ENGINEERING RESEARCH INSTITUTE  
RUSSIAN ACADEMY OF SCIENCES  
RUSSIAN FEDERATION

FOR

ACADEMIC AND EXCHANGE PROGRAM SERVICES

## AGREEMENT

This agreement was renewed on May 1, 1997, by and between The International Cooperation Department, the Ministry of Economic Affairs, Republic of China, a governmental agency having its office located at 15 Foo Chow Street, Taipei, Taiwan, R.O.C., (hereinafter referred to as "ICD"), and The Mechanical Engineering Research Institute, the Russian Academy of Sciences, the Russian Federation, having its office located at 101830 Moscow Centre 4, Griboyedov Street (hereinafter referred to as "MERI").

### WITNESSETH

Whereas, ICD is responsible for providing international training opportunities for selected employees from the governmental and private sectors and desires to send participants of its training program to the Russian Federation to pursue advanced professional studies to enhance their knowledge, and , if possible, to generate investment or joint-venture opportunities; and

Whereas, MERI can identify, formulate, and implement degree/non-degree program and/or observational study tours within the Russian Federation to be attended by participants of ICD's training program.

Now therefore, ICD agrees to forward program based on participants' requests to MERI, via the Commercial Division, Representative Office in Moscow for the Taipei-Moscow Economic and Cultural Coordination Commission (CD/TMECCC), and MERI agrees to identify, formulate and implement for those participants appropriate degree/non-degree programs and/or observational study tours within the Russian Federation under the terms and conditions stated hereinbelow.

I. MERI's obligations to identify, formulate and implement training programs.

MERI shall provide the following programs:

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I. MERI's obligations to identify, formulate and implement training programs.

MERI shall provide the following programs:

1. Academic Placement & Observational Training.
2. Observational Training only.

1. Academic Placement (Phase I) & Observational Training (Phase II)

PHASE I -- the placement of participants in the Russian Federation institutions of higher education for a degree or non-degree program includes the following:

- a. Completion of application forms to a maximum of four institutions (at least one of which should accept the application), with the number of applications completed for a particular participant varying on a case by case basis and depending upon the participant's eligibility for the course. MERI will suggest institutions which it considers suitable, taking into account the required program of study, application deadlines, admission requirement of the institutions and the financial and other resources available to the participant provided that the participant take responsibility for sending all the documentation required to the institution before the application deadline.
- b. Keeping participants informed (via fax to ICD) as to which documents are required by each institution.
- c. Providing the institution addresses, application deadlines, and information regarding letters of recommendation, official TOEFL, to be filled - in scores, official transcripts and essays etc.
- d. Providing letters of financial support.
- e. Processing of required fees such as tuition fees, seminar fees, conference fees, short-term training fees, and dormitory and hotel fees, which will be paid by the participants or by ICD through CD/TMECCC.
- f. Periodic notification of the progress of all applications to ICD (by fax).

- g. Providing information concerning visas and other matters relevant to the period of study and residence in the Russian Federation, such information to be forwarded to ICD either by fax air/express mail at MERI's discretion.
- h. Notifying participant of dormitory fees as soon as university admission is granted, so that participant can decide whether to request the reservation of dormitory or off-campus housing through MERI's arrangement.
- i. Forwarding to the participants, upon receipt of addresses and telephone number supplied by participants after their arrival in the Russian Federation, of guidelines for the planning of a complete observational training program and other relevant material.
- j. Providing such additional information and assistance as a participant may reasonably require, for which purpose MERI will appoint an MERI representative who will maintain personal contact with participant in order to monitor his/her progress. The MERI representative shall use all reasonable efforts to ensure that all problems are dealt with efficiently.

PHASE II -- Observational training programs (30 days) are arranged prior, during, or following a participant's academic program of study. The training programs are implemented as follows:

- a. Participants are requested to forward to MERI a proposed program for observational training at least six (6) weeks in advance of the date on which the participants wish to begin their observational training program. Upon receipt of such proposed program, MERI will design an itinerary which will be implemented only after consultation with the participant.
- b. Observational training programs are arranged during school breaks (Spring, Summer and Winter) with the exception of Christmas holiday.

- c. Professional exchanges and training schedules are designed in accordance with the participants' professional objectives. In addition, weekend/holiday sightseeing, cultural activities, and home hospitality will be arranged upon request and whenever possible. A finalized program can be changed only after consultation with MERI.

## 2. Observational Training Only

Programs are specially designed for participants seeking hands-on experience and concentrated short-term development training. Participants will have the opportunity to meet and consult with their professional counterparts in the Russian Federation. Under this program, MERI will arrange a program on the following basis:

- a. Upon receipt of a training request MERI will develop a proposed program itinerary within 30 days. The proposal will then be forwarded to ICD by fax at least 30 days prior to the arrival date in the Russian Federation of the participant.
- b. Upon receipt of ICD's approval of the proposed program, MERI will proceed to finalize the arrangements before the planned arrival date of the participant in the Russian Federation.
- c. If the proposed program requires modification, such modification should be forwarded to MERI prior to the proposed arrival date of the participant in the Russian Federation.
- d. A programming meeting with the MERI program officer will be scheduled immediately upon the participant's arrival in the Russian Federation. The meeting will include a review of the program itinerary and minor program adjustments may be possible at that time. After this meeting, any further changes shall require a consensus agreement between the participants and MERI.
- e. MERI shall use reasonable efforts to ensure that all itineraries

accord with the participants' profession training objectives. In addition, weekend/holiday sightseeing, cultural activities, and home hospitality will be arranged upon request and whenever possible.

- f. English language proficiency is required for programs during which participants are not accompanied by an interpreter/escort.

## II. MERI's administrative duties

In implementing each of above training programs, MERI's administrative duties include the following:

- a. Providing a welcome packet which contains a letter of introduction, information on MERI, Guidelines for Planning Observational Training Programs, an International Visitors Handbook (if any), sightseeing materials, etc.
- b. Arranging medical insurance for participants during their stay in the Russian Federation. All medical insurance fees will be paid by the participant.
- c. Arranging of accommodation at hotels with convenient locations and at discount rates where possible.
- d. Travel arrangements including air/train/bus and car reservations will be coordinated by MERI or an approved travel agency, with the cost being invoiced to the participant.
- e. Fiscal accounting of disbursements generated through the CD/TMECCC will be submitted to CD/TMECCC on a regular basis.
- f. A certificate of accomplishment will be issued to each participant upon completion of the observational training program.
- g. Monitoring programs and providing professional guidance; if possible, consulting and solving participants' problems during

their stay in the Russian Federation.

- h. Informing ICD by fax, airmail, express or telephone as appropriate, of any problems issues or other relevant matters pertaining to the programs.
- i. Sending final program copy of observational training to CD/TMECCC & ICD. Travel expenses will be paid by the participants.

### III. Programming Costs

For services rendered thereunder, MERI shall be compensated with the arrangement fees stipulated in the Attachment.

All other costs to be incurred in the programs thereunder, including participants' tuition, seminar, conference, exhibition & on the job training fees, book allowance, university application fees, transportation fees, medical insurance, daily expenses while traveling, living expenses at school and on holidays, etc., shall be paid by the participants either directly or via MERI as deemed necessary.

### IV. ICD's Obligations

- a. Upon submission by MERI of the details of any project, including, but not limited to, total costs to be incurred, consisting of participants' tuition, seminar, conference, exhibition & on the job training fees, book allowance, university application fees, transportation fees, medical insurance, daily expenses while traveling, living expenses at school and on holidays, arrangement fees, etc., ICD shall review the same and communicate to and discuss with MERI and comments it may have until the project details are mutually agree upon.
- b. Upon mutual agreement on the details of any project, ICD shall pay MERI arrangement fees as stipulated in the Attachment in the following manner:



- (i) one-half of the arrangement fees to be paid upon the arrival of participants,
- (ii) one-fourth of the arrangement fees to be paid at the half-way point of the duration of the said project, and
- (iii) one-fourth of the arrangement fees to be paid upon completion of the said project.

#### V. Duration of the Agreement

This agreement shall be in effect for a two-year period from - May 1, 1997 to April 30, 1999, provided that any project commencing prior to the end of the two-year period shall continue to be effective until trip completion and the rights and obligations of both parties accrued prior to the end of the two-year period shall remain in effect.

#### VI. Settlement of Disputes

The two parties agree that any dispute arising from the interpretation or application of the present agreement will be settled through arbitration between the two parties' representatives, if necessary, with the assistance of one or more independent experts.

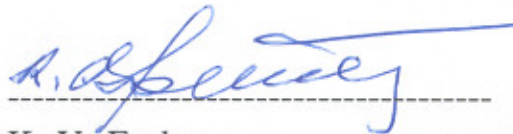
In witness whereof, the parties have caused this Agreement to be executed by their duly authorized representatives on the date and year first above written.

International Cooperation  
Department  
Ministry of Economic Affairs  
The Republic of China



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Wei-Chwen Wong  
Director General

Mechanical Engineering Research  
Institute  
Russian Academy of Sciences  
The Russian Federation



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K. V. Frolov  
Director

Attachment

PROGRAMMING COST

A. Academic placement -----Arrangement Fees US\$400

B. Observational study program

General Cost-----US\$400

Observational cost-----US\$30/working day

Seminar, conference, exhibition, on the job training

-----US\$10/working day

Group Projects - more than one individuals

following the same program

10%/per extra person shall be added to above mentioned costs.

English interpreter/aide/escort

(optional)-----US\$60/working day

C. Academic + Observational study -----A + B

D. Arrangement fees including

a. All MERI administrative expenses, including office & personnel expenditures, communication expenditures (contact with agencies to be visited, participants & ICD by phone, fax, mail/express mail), etc.

b. Arrangement of local cooperating agency and experts' consulting fees.

## 協 定

中華民國經濟部國際合作處及俄羅斯國家科學院機械工程研究所雙方為進行各項研習及考察活動之技術合作協議。

本合約經中華民國經濟部國際合作處（以下簡稱「國合處」）。地址：中華民國，台灣台北市福州街十五號）及俄羅斯國家科學院機械研究所（以下簡稱「機研所」）。地址：莫斯科第四中心，貴伯耶道夫街一〇一八三〇號），雙方於一九九七年五月一日更新續訂成立。

雙方見證

國合處將負責自政府及私人機構選荐人員赴俄參加培訓計畫，並提送訓練計畫及人員名冊予俄方，俾使該等人員求取先進之專業知識。如有可能，再將本協定之研習項目擴展為投資或共同合資計畫。

機研所將負責認可，制定及執行國合處所選荐研習人員之進行學位或非學位之培訓計畫；或及安排觀摩、實地考察活動。

國合處同意經由駐俄羅斯代表處經濟組，提送中方研習人員之研習需求計畫予機研所。機研所同意在

下列條件及情況下安排研習人員之有學位或無學位之研修課程及觀摩、考察活動。

壹、機研所就研習計畫之認可、制定及執行所負之義務：

機研所將提供下列計畫：

(一) 學術性課程及觀摩、實習之安排。

(二) 觀摩訓練

一、學術性課程（第一階段）及觀摩、實習（第二階段）

第一階段——安排研習人員在俄羅斯共和國境內接受更高之學位或非學位之學術課程，包括下列步

驟：

一、填妥研習申請表格，惟最多不得超過四所研究機構（其中至少有一個機構將接受該申請者之研習）。研習申請將採個別審核方式進行篩選，並以研習人員資格合適性為基本條件，機研所將建議訓練機構參酌中方需求提供研習計畫之申請期限、入學許可證件，財力證明及其他可利用之資源予研習人員運用；研習人員負責提供所有必要之文件於期限截止前送訓練機構參考。

二、經由國合處以電傳轉知各研習人員有關申請所需之文件。

1、提供研習單位之地址、申請截止日期、推薦信函、托福成績（如果需要時）、學校成績及小品論文等。

2、提出研習人員之財力證明。

3、透過駐俄羅斯代表處經濟組提出例如學費、研討會、討論會、短期訓練及住宿等經費將由研習人員或國合處負擔之證明。

4、定期通知國合處有關申請研習之安排情形。

5、提供研習人員簽證及其他在俄方居留及研習期間有關事宜之各項資料。機研所將以電傳或快遞郵件方式經由國合處提供前述資料。

6、當俄方核發大學入學許可時。即通知研修人員住宿費用金額，俾使研修人員可決定是否須保留宿舍申請或是經由機研所安排校外之住宿。

7、研修人員於到達俄羅斯並收到研修人員入境後之地址、電話號碼後，機研所將寄送研修人員考察訓練計畫內容及有關資料。

8、提供研修人員之所需額外資料及協助。機研所將指派一名代表與各研修員密切聯繫，俾使研修

計畫能執行順利。機研所代表將盡一切努力使得各項研修計畫有效地執行。

第二階段——觀摩訓練計畫（三十天）係被安排在學術研習期間以前，當中或以後。該項觀摩訓練計畫包括下列步驟：

一、研修人員應於研習前六個星期，送交機研所乙份研習計畫提案，當接到該項提案後，機研所將擬訂研習日程，並與各研修人員商洽定案後。

二、於學校假期中（春季、夏季及冬季假期，耶誕假日除外）安排各項考察研習活動。

三、專業研習之培訓行程係依據各研修人員之專業研究目標而擬訂。此外，假日之市區觀光、文化參觀活動及當地家庭接待活動將視各研習人員之要求而安排。研習人員僅可於與機研所商洽行程細節後方可變更原先擬訂之行程。

## 二、觀摩訓練計畫

該訓練計畫係特為研習人員希望參加短期訓練或傳授經驗而設計。研習人員將有機會於俄羅斯拜會與其相同領域之專家，在此計畫下，機研所將遵循下列原則安排訓練內容：

一、機研所於接到中方要求後三十天擬訂該研習日程。該日程須於研習人員到達俄羅斯三十天前傳

真予國合處。

一、於接到國合處同意俄方所擬研習計畫後，機研所於研習人員抵俄前，應進行最後安排行程之確認。

二、如該研習計畫須修正，該修正文件應於研習人員抵俄前，寄交機研所更換。

三、研習人員抵俄後即與機研所主辦人員會面。會面時將磋商研習日程及容許要求作局部修正。雙方磋商結束後，任何日程之修改均須經過研習人員及機研所雙方之同意。

四、機研所將作適當之努力確使所有研習日程符合研修人員之專業訓練目的。此外，假日之市區觀光，文化參觀活動及當地家庭接待活動將視各研習人員之要求而安排。

五、當研習人員於受訓期間無翻譯人員陪同時，研習人員應具備熟練之英語溝通能力。

貳、機研所之行政管理責任：

為履行上述各項訓練課程，機研所之行政管理責任包括下列數項：

一、提供乙套定<sup>完</sup>整之介紹手冊包括機研所簡介，本項訓練計畫綱領，國際訪客指南及觀光手冊等。

二、為每位研習人員於俄羅斯受訓期間安排醫療保險。所有醫療保險費用將由研習人員負擔。

□、為每研習人員安排交通便利之旅館，並儘可能爭取優惠之價格。

□、機研所將為研習人員協調或由經授權旅行社安排包括代訂飛機、火車、汽車等，惟其費用應由研習人員負擔。

□、各項財務支出由駐俄羅斯代表處經濟組經手處理，俄方應以一般會計基礎，交予駐俄羅斯代表處經濟組支付。

□、研習人員於各項訓練課程結束後，可獲頒乙項結業證書。

□、提供每位研修員在俄羅斯受訓期間之訓練計畫監督、專業之指導、諮詢，並適時解決每位研修員之困難。

□、機研所將就研習之任何問題及有關事務以電傳、航空快遞或電話通知國合處。

□、機研所將遞送定案之訓練課程計畫副本予駐俄羅斯代表處經濟組及國合處。研習人員之各項旅行費用將由研習人員負擔。

參、研習計畫之經費：

以下服務之提供，應依附則所列安排費用之規定付予機研所。



以下因安排訓練課程而產生之費用，應由研習人員負擔，包括講課費、研討會、會議、展覽費用，及在職訓練、書籍、大學申請等費用，並醫療、保險、差旅日支、生活等費用（包括在學日及假日）。

肆、國合處之責任：

一、基於機研所提送國合處所有計畫之細項所需經費包括講課費、研討會、會議、展覽費用，及在職訓練、書籍，大學申請等費用，並醫療、保險、差旅日支、生活等費用（包括在學日及假日），以及機研所之各項安排費用等，國合處將照數審查並與機研所逐項討論，直到各項計畫達成共同協議為止。

二、依據雙方就任何一項研習計畫所達成之協議，國合處應以下列各項要點支付機研所之安排費用：

- (一) 當研修員到達俄羅斯，國合處應支付二分之一之安排費用。
- (二) 當某一計畫之訓練期間持續過半，國合處應支付四分之一之安排費用。
- (三) 當某一訓練計畫執行完成，國合處應支付四分之一之安排費用。

伍、受訓期間之協議

本協定之效期為兩年——一九九七年五月一日至一九九九年四月卅日，兩年效期終止前，任何研習計畫將於執行完成前，仍持續有效，且雙方應負之權利及義務於兩年效期內仍具效力。

### 陸、爭議之解決

雙方同意任何經由翻譯或運用現今協定所引起爭議之解決，將透過雙方代表進行仲裁，如有必要將由一位或多位立場獨立之專家來協助仲裁。

關於本協定在此見證，由經授權雙方代表於上述日期執行。

中華民國經濟部國際合作處處長 汪 威 鏞

俄羅斯聯邦國家科學院機械研究所所長 佛 羅 洛 夫

附件

訓練計劃費用

△、課程之安排：：安排費用美金四〇〇元

□、實務考察之課程

總費用：：：美金四〇〇元

觀摩課程費用：：：美金三〇元／每一工作天

研討會、會議、展覽、在職訓練：：：美金一〇元／每一工作天

以上為團體計畫：：：超過一個研習人員

以下如有相同計畫：：：每增加一位研習人員應增加上述費用之百分之十

英文翻譯助理、隨護安排費（可選擇）：：：美金六〇元／每一工作天

○、課程講授費十實務考察費：：：A項十B項

◇、安排費用包括下列幾點

①所有機研所行政安排費用包括辦公室及人員支出、通訊支出（包括機研所與研習人員及國合處各

項通訊費用如電話、電傳、郵遞、快遞等各費）

□當地各代理機構安排費及專家諮詢費。