

NORWAY, KINGDOM OF *

挪威王國*

AGREEMENT FOR TECHNICAL COOPERATION IN ENVIRONMENTAL PROTECTION BETWEEN THE ENVIRONMENTAL PROTECTION ADMINISTRATION, TAIPEI AND THE RESEARCH COUNCIL OF NORWAY, OSLO

台北環境保護署與奧斯陸
挪威研究委員會環境保護
技術合作協定

Signed on September 26, 1995

Entered into force on September 26, 1995

八十四年九月二十六日簽訂

八十四年九月二十六日生效

This Agreement between the Environmental Protection Administration, Taipei and the Research Council of Norway, Oslo, both referred to as the "Parties", provides a framework for technical cooperation between the Parties for the protection of environment on the basis of equality, reciprocity and mutual benefit. Under this Agreement, both Parties shall seek to involve relevant environmental protection agencies, research institutions and industrial companies in enhancing technical cooperation activities for the protection of the environment.

台北環境保護署與奧斯陸挪威研究委員會（以下簡稱「雙方」）基於平等、互惠及互利之基礎簽訂本協定，以提供雙方環境保護之技術合作架構。雙方應依本協定尋求納入相關之環境保護機構、研究機構及工業界廠商，以促進環境保護之技術合作活動。

NOW THEREFORE, the Parties have agreed as follows:

雙方茲協議如下：

Article I
Scope of Work

第一條
工作範圍

The cooperation activity shall consist of training, temporary assignments of personnel, information exchange, joint research projects, and such other activities as the Parties may agree upon. These activities shall be conducted in the areas of environmental planning and management, risk assessment, pollution prevention, use of market-based incentives for pollution control, environmental monitoring and assessment, solid waste and waste water management, and such other areas as the Parties may agree upon.

合作活動應包括訓練、人員臨時委派、資訊交換、合作研究計畫及其它經雙方同意之活動，並應於環境規劃與管理、風險評估、污染預防、藉市場誘因之污染控制、環境監測與評估，固體廢棄物與廢水管理及其它經雙方同意之領域進行該等合作活動。

Article II Coordination and Implementation

The Parties will coordinate and implement the activities to be conducted under this Agreement. Special emphasis will be given to secure coordination with related environmental protection research and development activities in Taiwan and Norway. Each side shall designate a program coordinator to be responsible under its auspices for the overall coordination of cooperative activities.

Article III Financial Arrangements

Funding of cooperative activities under this Agreement shall be agreed between the Parties prior to the commencement of these activities. In principle, the sending party shall pay the costs for international transportation, and the receiving party shall provide living expenses. The receiving party shall also provide support for research-related domestic travel within the receiving country, as well as medical insurance according to its valid internal regulations in case of sudden illness or injury. In general, each side will fund the cost of its participation in cooperative activities (i.e. 50% unless elsewhere noted) and may, if it chooses, provide full or partial support for participation in these activities by the other side.

Article IV Confidential Information

Any information designated by either Party as confidential shall be treated by the other Party as such, unless it is compelled to disclose by law, in which case it shall so notify the sending Party beforehand.

Article V Limitation of Liability

第二條 協調與施行

雙方承諾協調與施行依本協定進行之各項活動，尤應確保台灣與挪威環境保護相關研究與發展活動之協調。雙方應各指定一位計畫協調人，負責由該方所主辦合作活動之整體協調。

第三條 財務安排

本協定合作活動開始前其經費安排應先獲得雙方同意。原則上，派遣一方應支付國際旅運費，而接受一方應提供食宿雜費。接受一方並應負擔該國國內研究相關之旅運費與依其內部有效規定提供突發疾病或傷害之醫療保險。一般而言，雙方各自負擔參與合作活動之費用（除另有註明外，為百分之五十），並得部份或全部補助他方參與該等活動之經費。

第四條 機密資訊

各方應就他方所認定之機密資訊列為機密，但該資訊依法須強制公開者不在此限，惟仍應預先通知提供資訊之一方。

第五條 責任限制

Neither Party shall be responsible for use of the information provided by the other Party.

**Article VI
Disputes**

Any disputes concerning the interpretation or application of this Agreement shall be settled through consultation between the Parties. If a dispute cannot be thus settled, it shall, upon the request of either Party, be settled by arbitration under the rules of the International Chamber of Commerce.

**Article VII
Entry into Force, Amendment and Termination**

This Agreement shall enter into force on the date of signature hereinafter, shall remain in force for five years, and may be extended or amended by written agreement of the Parties. This Agreement may be terminated by either Party upon six-month's written notice to the other Party. The termination of the Agreement shall not affect the validity or duration of activities agreed upon pursuant to the Agreement and initiated prior to such termination.

IN WITNESS WHEREOF, the undersigned, duly authorized by their respective Parties, have signed this Agreement in duplicate in the Chinese and English languages, each text being equally authentic.

Done in Taipei, on this twenty-sixth day of September, 1995.

For the Environmental Protection
Administration, Taipei
[Signed]
Lung-Sheng Chang

For the Research Council of Norway, Oslo
[Signed]
Christian Hambro

任一方對使用他方提供之資訊，無庸負責。

**第六條
爭議**

關於本協定解釋或適用之爭議應由雙方諮商解決。若爭議仍未能解決，經任一方之請求，應依國際商會之仲裁規則解決之。

**第七條
生效、修正及終止**

本協定自簽署之日起生效，有效期限五年，並經雙方書面同意，得予以延長或修正。任何一方得以六個月前書面通知他方而終止本協定。依本協定已同意並於協定終止前已開始之活動，其效力與期限不受本協定之終止所影響。

為此，經雙方合法授權之代表爰於本協定簽字，以昭信守。本協定以中文與英文各繕兩份，兩種文字之約本同一作準。

一九九五年九月二十六日簽署於台北。

台北環境保護署署長
張隆盛〔簽字〕

奧斯陸挪威研究委員會主任
委員
韓伯樂〔簽字〕