

*** DENMARK, KINGDOM OF**

**MEMORANDUM OF UNDERSTANDING
BETWEEN
ENERGY COMMISSION, TAIPEI
AND
DANISH ENERGY AGENCY, COPENHAGEN
ON
CO-OPERATION WITHIN THE FIELD OF ENERGY**

Signed on November 13, 2000
Entered into force on November 13, 2000

Considering the mutual benefit and the endeavour to protect world-wide environment, Danish Energy Agency in Copenhagen and the Energy Commission in Taipei, hereafter referred to as the Parties, provide a framework for technical co-operation between the Parties on the basis of equality and reciprocity. The Parties have agreed upon the following:

ARTICLE I - SCOPE

- A. The scope of co-operation under this Memorandum of Understanding shall be conducted in the areas of energy planning and management, energy efficiency and energy conservation, renewable energy, technology for cleaner energy, enhancement of energy-related commerce, and such other areas as the Parties may agree upon.
- B. Under this Memorandum of Understanding, Danish Energy Agency and the Energy Commission conduct this co-operation. The Parties and their designated representatives shall seek to involve relevant organisations, energy agencies, research institutes, and industrial companies in enhancing the co-operation.

ARTICLE II - ACTIVITIES OF CO-OPERATION

Both Parties will endeavour to encourage, promote, and facilitate co-operation between interested enterprises, institutions, associations, and organisations. Activities of co-operation may include, but are not limited to, the following:

- A. Exchange of information;
- B. Exchange of administration experience;
- C. Conduct of joint research projects;
- D. Exchange of scientific and technical personnel for

*** 丹麥王國**

**哥本哈根丹麥能源署與台北
能源委員會能源領域合作備
忘錄(譯)**

八十九年十一月十三日簽訂
八十九年十一月十三日生效

為共同利益及致力於保護世界環境，哥本哈根丹麥能源署及台北能源委員會，以下簡稱雙方當事人，基於平等及互惠之基礎提供一技術合作之架構。雙方當事人同意以下之約款：

第一條 合作範圍

- A 本備忘錄指涉之合作範圍應於能源之規劃與管理、能源效率及能源節約、再生能源、淨潔能源之技術、提升能源相關商業及其他經雙方當事人同意之領域內進行。
- B 丹麥能源署及能源委員會依據本備忘錄進行合作。雙方當事人及其指定之代表人將尋求相關組織、能源機構、研究機構及企業公司之參與以加強合作。

第二條 合作活動

雙方當事人將竭力鼓勵、促進及提供便利與相關之企業、機構、協會及組織間之合作。合作活動包含，但不限於下列項目：

- A 資訊之交流；
- B 管理經驗之交流；
- C 共同研究計畫之執行；
- D 為參與經同意之研究、開發、分析、設計及實驗活動之科學

- participation in agreed research, development, analysis, design, and experimental activities;
- E. Organisation of seminars and other meetings on agreed topics;
- F. Training participants;
- G. Other forms of co-operation in the area of energy and energy related fields as may be mutually agreed upon.

- 及技術人員之交流；
- E 舉辦經雙方同意之主題之研討會或其他會議；
- F 訓練參與人員；
- G 其他經雙方同意之能源及能源相關領域之合作方式。

ARTICLE III - IMPLEMENTING ARRANGEMENTS

第三條 實施計畫

- A. When the designated representatives, under the authorisation of the Parties, agree to undertake any form of activities of co-operation under this Memorandum of Understanding, they will conclude an Implementing Arrangement, which shall be annexed to the terms of this Memorandum of Understanding.
- B. Each Implementing Arrangement shall specify the scope of activities, management responsibilities, specific funding arrangements, cost and schedule estimates, procedures to be followed, treatment of intellectual property, liability, and other appropriate matters.
- C. All co-operation activities undertaken pursuant to specific Implementing Arrangements under this Memorandum of Understanding shall be subject to the respective and applicable laws, regulations, policies, availability of appropriated funding, and administrative procedures that govern the Parties and their designated representatives.
- D. Each designated representative shall designate a programme co-ordinator to be responsible under its auspices for the overall co-ordination of Implementing Arrangements.

- A 當雙方指定代表人，依據雙方當事人之授權，同意依本備忘錄從事任何方式之合作之活動時，將訂立一實施計畫，該實施計畫應附加於本備忘錄。
- B 各該實施計畫應列明活動之範圍、管理責任、特定經費之安排、成本及時程之預估、應遵守之程序、智慧財產權之處理、責任歸屬以及其他適當事項。
- C 根據本備忘錄擬定之特定實施計畫，而從事之所有合作活動，均應遵守其個別應適用之法律、規定、政策、可利用之經費以及規範雙方當事人及其指定代表人之行政程序。
- D 任一當事人之指定代表人，應指定一專責之計畫協調人員，負責各該實施計畫之所有協調事宜。

ARTICLE IV - MUTUAL ASSISTANCE

第四條 相互協助

In accordance with this Memorandum of Understanding each Party shall give persons sent out by the other Party such assistance as they may need when abroad for the purpose of fulfilling the tasks assigned to them.

雙方當事人依本備忘錄，應對雙方派赴國外執行指派任務之人員，提供其必須之協助。

ARTICLE V - CONFIDENTIALITY AND INTELLECTUAL PROPERTY

第五條 保密條款及智慧財產權歸屬

- A. 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 other Party beforehand.
- B. Otherwise, the Parties and their designated representatives support the widest possible

- A 除非法律有強制揭露之規定，且於事先知會他方當事人；任何經一方當事人指定為機密之資訊，他方當事人應將該等資訊列為機密資訊。
- B 除前項約定外，雙方當事人及其

dissemination of information provided, exchanged, or arising under this Memorandum of Understanding subject to the need to protect proprietary information, inventions, copyrights, and other intellectual property.

- C. Details concerning the protection and allocation of intellectual property and the dissemination of information will be specified in each Implementing Arrangement under this Memorandum of Understanding.

ARTICLE VI - EFFECTIVE DATE

All further negotiations required for the implementation of this Memorandum of Understanding will be conducted by the Parties. This Memorandum of Understanding will become effective on the date of signature.

ARTICLE VII - AMENDMENTS

This Memorandum of Understanding and its Implementing Arrangements may be amended by the mutual written agreement of the Parties.

ARTICLE VIII - TERMINATION

- A. Either Party may terminate this Memorandum of Understanding at any time by notification to the other Party in writing six months in advance of the desired termination date.
- B. Termination of this Memorandum of Understanding shall not affect the validity or duration of activities agreed upon pursuant to this Memorandum of Understanding and initiated prior to such termination.

In witness whereof, the undersigned, duly authorised by their representative Parties, have signed this Memorandum of Understanding in English language only.

Done in Taipei, on the thirteenth day of November in the year two thousand.

For Energy Commission,
in Taipei

Mr. Chao-Yih Chen,
Secretary General

For Danish Energy
Agency, in Copenhagen

Mr. Ole C. Tarp,
Deputy Director General

指定之代表人，對於依本備忘錄所提供、交換或產生之各種資訊，除非有保護此等資訊之所有權、發明、著作權及其他智慧財產權之必要時，將盡最大努力傳播該等資訊。

- C 關於智慧財產權之歸屬及保護以及資訊傳播之細節，將於各實施計畫中依本備忘錄加以規定。

第六條 生效日

本備忘錄之執行如需進一步協商將由雙方當事人進行。本備忘錄自簽署日起生效。

第七條 修改

本備忘錄及其個別施行計畫得依雙方當事人之書面協議加以修改。

第八條 終止

- A 任一當事人均得於所欲終止日前六個月，以書面通知他方當事人而終止本備忘錄。
- B 依本備忘錄所進行而起始於本備忘錄終止日之前之活動，其效力及期間不受本備忘錄終止之影響。

簽署人受雙方當事人之正當授權，見證以上約款，謹以英文簽署本備忘錄。

於台北，於西元2000年11月13日。

代表哥本哈根丹麥能源署
Mr. Ole C. Tarp,
副署長

代表台北能源委員會
Mr. Chao-Yih Chen, (陳昭義)
執行秘書