

**AMENDMENT TO THE GUIDELINES
FOR THE COOPERATIVE PROGRAM IN
AGRICULTURAL SCIENCES
BETWEEN
THE AMERICAN INSTITUTE IN TAIWAN
AND THE
TAIPEI ECONOMIC AND CULTURAL REPRESENTATIVE OFFICE IN
THE UNITED STATES**

**Article I
Background**

This Amendment to the 1986 Guidelines for the Cooperative Program in Agricultural Sciences Between the American Institute in Taiwan (AIT) and the Taipei Economic and Cultural Representative Office in the United States (TECRO) is designed to further cooperation between scientists from the United States and Taiwan pursuant to the Agreement dated September 4, 1980 between the AIT and the Coordinating Council for North American Affairs (CCNAA), presently TECRO. The "Taiwan Relations Act" (Public Law 96-8, April 10, 1979) authorizes the continuation of commercial, cultural and other relations between the people of the United States and the people on Taiwan. Such relations are conducted by or through AIT and TECRO. AIT works in association with its designated representative, the United States Department of Agriculture (USDA) in Washington, D.C., in administering this cooperative program, while TECRO performs a similar function in affiliation with its designated representative, the Council of Agriculture (COA) in Taipei.

**Article II
Purpose of Cooperation**

This Amendment has as its program goals the following: 1) to increase contact and collaboration among agricultural scientists and institutions of agricultural research, development, and higher learning; 2) to provide agricultural researchers and institutions with opportunities to exchange information, ideas, skills, and techniques; 3) to enhance opportunities to collaborate in solving problems of common interest relating to agriculture; and 4) to utilize special agricultural and development facilities for agricultural research.

**Article III
Areas and Scope of Cooperation**

Selected priority areas for cooperation may include, but are not limited to: 1) sanitary and phytosanitary technology; 2) sustainable management of renewable natural resources and the ecosystem; 3) research and management of biotechnology products; 4) technology transfer and professional enhancement; 5) human nutrition and food safety; 6) horticulture and crops; 7) animal waste management 8) aquaculture; and 9) agricultural policy and economic research.

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Article IV Implementation and Coordination

In general, cooperation will be effected by mutual agreement by AIT and TECRO, through joint projects, exchange of materials and information, exchange of scientists and specialists, and joint publication of studies and reports.

AIT and TECRO shall pursue cooperative activities which will be mutually agreed upon after consultation between designated representatives of AIT and TECRO, and which will be implemented in conformity with the laws and policies of the territories represented by AIT and TECRO.

AIT and TECRO shall coordinate and implement activities agreed upon under this Amendment with AIT's designated representative, USDA, and with TECRO's designated representative, COA.

Under this Amendment, the designated coordinating offices will be International Cooperation and Development (ICD), Foreign Agricultural Service (FAS), USDA for AIT, and the International Cooperation Department of COA for TECRO. AIT and TECRO shall each designate a program coordinator to be responsible under its auspices for overall coordination of cooperative activities under this Amendment.

Article V Review Meetings

AIT and TECRO program coordinators shall meet periodically, at times and places of their choosing, to review and adjust the program of cooperation, recommend projects to be funded, and coordinate administrative matters.

Article VI Financing

Under the reciprocal arrangements of this Amendment, both sides share costs for each project. As a general rule, AIT's designated representative, USDA, provides international airfare and health insurance for U.S. scientists traveling to Taiwan under this program, and for scientists from Taiwan traveling to the United States under this program. TECRO meets all costs associated with accommodation, meals, and travel for these U.S. scientists while in Taiwan under this program, and a per diem allowance for scientists from Taiwan while in the United States under this program.

TECRO provides funding for the collaborative research activities conducted in Taiwan. Subject to availability of funding, AIT's designated representative, USDA, provides funding for collaborative research activities conducted in the United States. Additionally, as appropriate,

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each side may provide supplementary support for activities.

**ARTICLE VII
Treatment of Intellectual Property**

Intellectual property created or furnished in the course of activities under this Amendment, and business-confidential information exchanged, shall be governed by the provisions of Annex A, Intellectual Property, which forms an integral part of this Amendment. In exceptional instances, treatment of intellectual property may be further negotiated through exchange of letters.

**Article VIII
Separability Clause**

Nothing in this Amendment shall be interpreted to prejudice or modify any existing understandings or agreements between the sides.

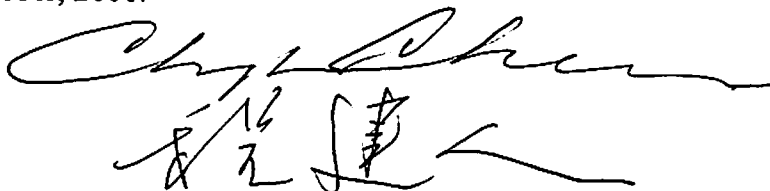
**Article IX
Entry into Force, Duration**

This Amendment shall enter into force upon signature, and shall remain in force unless terminated by either side upon six (6) months' written notice to the other side. Termination of this Amendment shall not affect implementation of ongoing programs and activities that were agreed upon while the Amendment was in force.

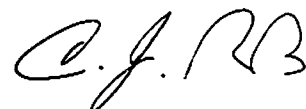
Done at Washington, D.C., this thirtieth day of October, 2001.



**FOR THE AMERICAN INSTITUTE
INSTITUTE IN TAIWAN**



**FOR THE TAIPEI ECONOMIC
AND CULTURAL REPRESENTATIVE
OFFICE IN THE UNITED STATES**



ANNEX A

Intellectual Property Rights

Pursuant to Article VII of the Amendment to the 1986 Guidelines for the Cooperative Program in Agricultural Sciences Between the American Institute in Taiwan (AIT) and the Taipei Economic and Cultural Representative Office in the United States (TECRO): AIT and TECRO ("the Parties") shall, through their designated representatives, USDA and COA respectively, ensure adequate and effective protection of intellectual property created or furnished under this Amendment and relevant implementing arrangements. Rights to such intellectual property shall be allocated as provided in this Annex.

I. Scope

- A. This Annex is applicable to all cooperative activities undertaken pursuant to this Amendment, except as otherwise specifically agreed by AIT and TECRO's designated representatives, USDA and COA.
- B. For purposes of this Amendment, "intellectual property" shall mean the subject matter listed in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm, July 14, 1967 and may include other subject matter as agreed by AIT and TECRO's designated representatives, USDA and COA.
- C. Each Party's designated representative shall ensure, through contracts or other legal means with its own participants, if necessary, that the other Party's designated representative can obtain the rights to intellectual property allocated in accordance with this Amendment. This Annex does not otherwise alter or prejudice the allocation between a Party and others from the territory it represents, which shall be determined by the laws and practices applicable in such territory.
- D. Except as otherwise provided in this Amendment, disputes concerning intellectual property arising under this Amendment shall be resolved through discussions between the concerned participating institutions, or, if necessary, the Parties or their designees.
- E. Termination or expiration of this Amendment shall not affect rights or obligations under this Annex.

II Allocation of Rights

- A. Each Party's designated representative shall be entitled to a non-exclusive, irrevocable, royalty-free license in all countries to translate, reproduce, and publicly distribute scientific and technical journal articles, reports, and books directly arising from cooperation under this Amendment. All publicly distributed

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copies of a copyrighted work prepared under this provision shall indicate the names of the authors of the work unless an author explicitly declines to be named.

- B. Rights to all forms of intellectual property, other than those rights described in paragraph II (A) above, shall be allocated as follows:
- (1) Visiting researchers shall receive rights, awards, bonuses and royalties in accordance with the policies of the host institution.
 - (2)
 - (a) Any intellectual property created by persons employed or sponsored by one Party's designated representative under cooperative activities other than those covered by paragraph II (B)(1) shall be owned by that Party's designated representative. Intellectual property created by persons employed or sponsored by both Parties' designated representatives shall be jointly owned by the Parties' designated representatives. In addition, each creator shall be entitled to awards, bonuses and royalties in accordance with the policies of the institution employing or sponsoring that person.
 - (b) Unless otherwise agreed in an implementing or other arrangement, each Party's designated representative shall have within the territory the Party represents all rights to exploit or license intellectual property created in the course of the cooperative activities.
 - (c) The rights of a Party's designated representative outside the territory the Party represents shall be determined by mutual agreement considering the relative contributions of the Parties' designated representatives and their participants to the cooperative activities, the degree of commitment in obtaining legal protection and licensing of the property and such other factors deemed appropriate.
 - (d) Notwithstanding paragraphs II (B)(2)(a) and (b) above, if a particular project has led to the creation of intellectual property protected by the laws applicable in the territory represented by one Party but not the laws applicable in the territory representative by the other, the designated representative of the Party that represents a territory whose laws provide for this type of protection shall be entitled to all rights to exploit or license intellectual property worldwide although creators of intellectual property shall nonetheless be entitled to awards, bonuses and royalties as provided in paragraph II (B)(2)(a).
 - (e) For each invention made under any cooperative activity, the Party's designated representative employing or sponsoring the inventor(s) shall disclose the inventions promptly to the other Party's designated representative together with any documentation and information necessary to enable the other Party's designated representative to establish any rights

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to which it may be entitled. Either Party's designated representative may ask the other Party's designated representative in writing to delay publication or public disclosure of such documentation or information for the purpose of protecting its rights in the invention. Unless otherwise agreed in writing, the delay shall not exceed a period of six months from the date of disclosure by the inventing Party's designated representative to the other Party's designated representative.

III. Business Confidential Information

In the event that information identified in a timely fashion as business-confidential is furnished or created under this Amendment, each Party's designated representative and its participants shall protect such information in accordance with applicable laws, regulations, and administrative practices. Information may be identified as "business-confidential" if a person having the information may derive an economic benefit from it or may obtain a competitive advantage over those who do not have it, and the information is not generally known or publicly available from other sources, and the owner has not previously made the information available without imposing in a timely manner an obligation to keep it confidential.

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