

Agreement
Between
The American Institute in Taiwan
And
The Taipei Economic and Cultural Representative Office
in the United States
on
Scientific and Technological Cooperation

The American Institute in Taiwan (AIT) and the Taipei Economic and Cultural Representative Office in the United States (TECRO) (hereinafter referred to as "the Parties");

Convinced that elevating cooperation across scientific research, technology and innovation strengthens the bonds of friendship and understanding between our societies, as well as advances the state of science and technology for both sides, as well as humankind;

Recognizing the successful scientific and technological cooperation which has developed over many years between the Parties;

Recognizing the value of open data for scientific research, technological cooperation, and evidence-based decision-making;

Committing to the research integrity principles of openness, transparency, reciprocity, mutual respect and merit-based competition;

Committing to make every effort to create inclusive scientific research communities that promote under-represented groups such as women and ethnic minorities;

Considering that scientific research and technological cooperation is an important condition for the development of economies and a basis for expanded trade; and

Intending to strengthen their economic cooperation through specific and advanced technology applications;

Have reached the following agreement:

Article I

1. The Parties shall develop, support, and facilitate cooperation across a broad range of scientific research and technological cooperation between them consistent with the scientific values of freedom of inquiry, merit-based competition, openness, transparency, accountability, reciprocity, promoting protection of intellectual property, mutual respect, safe and inclusive research environments, rigor and integrity in research, research security, and reducing administrative workload. Such cooperation may include basic research, applied research, innovation, engineering, social science, public health, higher education, and scientific human resource capacity, as well as other scientific research and technological areas in which they may subsequently decide to co-operate.
2. Cooperative or other joint activities under this Agreement (hereinafter “cooperative activities”) may include but are not limited to coordinated programs and joint research projects, studies, and investigations, joint scientific courses, workshops, training and mobility of scientists and technical experts, conferences, and symposia, and the exchange of scientific research and technological information and documentation in the context of cooperative activities.
3. For purposes of managing the overall implementation of this Agreement, AIT’s Designated Representative shall be the Department of State and TECRO’s Designated Representative shall be the Ministry of Science and Technology. The Parties may identify, in writing, additional or different Designated Representatives for purposes of implementing arrangements consistent with Article III.

Article II

1. Scientific and technological cooperation undertaken pursuant to this Agreement shall be subject to applicable laws, regulations, policies, and funding.
2. Should funds be made available for the purposes of this Agreement, written procedures shall be developed by the Parties to govern the administration of such funds.

Article III

The scientific research and technological cooperation described in Article I may be carried out through implementing arrangements concluded between the Parties, each of which describing the nature and extent of the respective cooperation, and any procedures to be followed, funding, allocation of costs, and other relevant matters.

Article IV

Each Party, working with its Designated Representative as appropriate, shall, in accordance with the laws and regulations of the authorities it represents, seek to facilitate:

1. Prompt and efficient entry into and exit from its jurisdiction, as well as travel and work of persons participating in cooperative activities under this Agreement, and
2. Prompt and efficient entry into and exit from the territories represented by the Parties of appropriate equipment, instrumentation, research platforms, materials, supplies, samples, data, and project information directly related to cooperative activities under this Agreement. Equipment provided by the sending Party for carrying out cooperative activities shall be considered scientific and not having a commercial character, and the receiving Party shall work toward obtaining duty free entry for such equipment.

Article V

Provisions for the protection of intellectual property created, developed or furnished in the course of cooperative activities under this Agreement, and the allocation of rights for such intellectual property, are set out in Annex I and may be further defined in implementing arrangements to this Agreement. As applied to Annex I, the term "Designated Representative" means the entities identified in Article I or those additional or different entities the Parties identify to serve this function for subsequent implementing arrangements.

Article VI

1. Scientific research and technological information of a non-proprietary nature developed in the course of cooperative activities under this Agreement shall be made available, unless otherwise specified in writing in the respective implementing arrangement (as described in Article III above) to the world scientific community in accordance with this Agreement, and through customary channels, and, in line with the normal customs and practices of the agencies which are involved in the respective co-operation.
2. As far as reasonably practicable, and consistent with any applicable laws and policies, the Parties, working with the authorities they represent, as appropriate, shall work toward facilitating the free and open exchange of data, as a result of cooperative activities under this Agreement, for the benefit of the scientific research community, industry, and the wider public.

Article VII

Scientists, technical experts, and institutions of third parties or international organizations may be invited, jointly by the Parties, through their Designated Representatives, the Department of State and the Ministry of Science and Technology, to participate in cooperative activities being carried out under this Agreement. The cost of such participation shall normally be borne by the invited third party unless specified otherwise in writing by the Parties.

Article VIII

The provisions of this Agreement shall not prejudice or influence any other arrangements for scientific research and technological cooperation between the Parties which have been, or may be, put in place independently of this Agreement unless otherwise decided by the Parties.

Article IX

The Parties and their Designated Representatives shall meet periodically, as needed, to discuss the implementation of this Agreement.

Article X

1. This Agreement shall enter into force on the date of signature.
2. This Agreement shall remain in force for ten years, and it shall be automatically extended for consecutive periods of ten (10) years unless terminated in accordance with paragraph 3 of this Article.
3. Either Party may terminate this Agreement at any time on 90 days' written notice to the other Party. Unless otherwise agreed by the Parties in writing, the termination of this Agreement shall not affect ongoing cooperative activity undertaken under this Agreement.
4. The Parties may together at any time in writing amend this Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Agreement.

DONE in duplicate at Washington, on the 14th day of December, 2020, in the English language.

FOR THE AMERICAN INSTITUTE IN
TAIWAN:



Ingrid D. Larson
Managing Director

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



Bi-khim Hsiao
Representative

ANNEX I

Intellectual Property Rights

I. General Obligation

The Parties, through their Designated Representatives, shall ensure adequate and effective protection of intellectual property created or furnished under this Agreement and relevant implementing arrangements. Rights to such intellectual property shall be allocated as provided in this Annex.

II. Scope

- A. This Annex is applicable to all cooperative activities undertaken pursuant to this Agreement, except as otherwise specifically agreed by the Parties, in consultation with their Designated Representatives.
- B. For purposes of this Agreement, "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 the Parties in writing, in consultation with their Designated Representatives.
- C. Each Party, through its Designated Representative and the authorities they represent, shall ensure, through contracts or other legal means with its own participants, if necessary, that the other Party and its Designated Representative can obtain the rights to intellectual property allocated in accordance with this Annex. This Annex does not otherwise alter or prejudice the allocation between a Party and its Designated Representative which shall be determined by the laws and practices of that Party and its Designated Representative.
- D. Except as otherwise provided in this Agreement, disputes concerning intellectual property arising under this Agreement shall be resolved through discussions between the Designated Representatives, or, if necessary, the Parties. The Parties may consider additional forms of dispute resolution, including arbitration where appropriate and provided for in an implementing arrangement under this Agreement.
- E. Termination or expiration of this Agreement shall not affect rights or obligations under this Annex.

III. Allocation of Rights

- A. Each Party and its Designated Representative shall be entitled to a worldwide, non-exclusive, irrevocable, royalty-free license to translate, reproduce, and publicly distribute monographs, scientific and technical journal articles, reports, and books directly arising from cooperation under this Agreement. All publicly distributed copies of a copyrighted work prepared under this Agreement 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 III.A of this Annex, shall be allocated as follows:

1. Prior to participation in cooperative activities under this Agreement by a visiting researcher, the host Party and Designated Representative and the Party, and Designated Representative sponsoring the visiting researcher may discuss and determine the allocation of rights to any intellectual property created by the visiting researcher. Absent such a determination, visiting researchers shall receive rights, awards, bonuses and royalties in accordance with the policies of the host institution. For purposes of this Agreement, a visiting researcher is a researcher visiting an institution of the other Party or its Designated Representative (host institution) and engaged in work planned solely by the host institution.

2. (a) Any intellectual property created by persons employed or sponsored by one Party or its Designated Representative under cooperative activities other than those covered by Paragraph III.(B)(1) shall be owned by that Party and its Designated Representative. Intellectual property created by persons employed or sponsored by both Parties shall be jointly owned by the Parties and 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 creator.

(b) Unless otherwise agreed in an implementing or other arrangement, each Party and its Designated Representative shall have within the territory the Party represents a right to exploit and allow others to exploit intellectual property created in the course of the cooperative activities.

(c) The rights of a Party and its Designated Representative outside of the territory the Party represents shall be determined by mutual agreement of the Parties, considering, for example, the relative contributions of the Parties, their Designated Representatives, and their participants to the cooperative activities, the degree of commitment in obtaining legal protection and licensing and assignment of the intellectual property and such other factors deemed appropriate.

(d) Notwithstanding paragraphs III.B(2)(a) and (b) of this Annex, if either Party or its Designated Representative believes that a particular project is likely to lead to or has led to the creation of intellectual property not protected by the laws of the other Party, the Parties and their Designated Representatives shall immediately hold discussions to determine the allocation of rights to the intellectual property. If an agreement cannot be reached within three months of the date the discussions initiate, cooperation on the project in question shall be terminated at the request of either Party in consultation with its Designated

Representative. Creators of intellectual property shall nonetheless be entitled to awards, bonuses and royalties as provided in paragraph III.B(2)(a).

(e) For each invention made under any cooperative activity under this Agreement, the Party and its Designated Representative that is employing or sponsoring the inventor(s) shall disclose the invention promptly to the other Party and its Designated Representative together with any documentation and information necessary to enable the other Party and its Designated Representative to establish any rights to which it may be entitled. Either Party in consultation with its Designated Representative may ask the other Party in consultation with its 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 by the Parties, in consultation with its Designated Representative, the delay shall not exceed a period of six months from the date of disclosure by the inventing Party to the other Party.

IV. Business Confidential Information

In the event that information identified in a timely fashion as business-confidential is furnished or created under this Agreement, the Parties agree that each Party, its 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.

ANNEX II

Continued Security Obligations

I. Introduction

It is the intent of both Parties to foster a collaborative research and innovation environment supportive of the free exchange of ideas. In some circumstances, laws, rules, or regulations limit the availability of certain information or technology requiring protection, restricted access (classification), or export controls. In cases where either Party, through its Designated Representative as appropriate identifies information or equipment relevant to cooperative activities under this Agreement that is subject to such protection, it shall consult the other Party and its Designated Representative with a view to determine whether the situation can be resolved to their mutual satisfaction.

II. Protection of New Information

If in the course of cooperative activities undertaken pursuant to this Agreement, information or technology that is known or believed to require special protections or restrictions under a law, rule, or regulation has been identified, it shall be brought immediately to the attention of the appropriate officials of both the Parties and Designated Representatives.

III. Exports and Transfer of New Information or Technology

With respect to the possible need for export controls which may be foreseen regarding new technology developed under this Agreement, including any which might arise under Section II of this Annex, if either Party in consultation with its Designated Representatives deems it necessary, detailed provisions for the prevention of illegal transfer or retransfer of such information or technology shall be incorporated into the respective contracts or implementing arrangements. The Parties anticipate that information and technology developed under this Agreement will normally be exportable from the territory represented by either Party to the territory represented by the other Party, subject to any applicable regulatory or other legal controls or provisions, including any envisioned or provided for in this Agreement, including the Annexes.