

Agreement on Scientific Cooperation
between
The Research Foundation – Flanders (FWO) and
The Ministry of Science and Technology, Republic of China (Taiwan)

Preamble

The Ministry of Science and Technology, Republic of China (Taiwan) and The Research Foundation – Flanders (Fonds Wetenschappelijk Onderzoek – Vlaanderen, FWO), hereinafter referred to as Parties, recognizing the importance of international scientific cooperation have concluded the following Agreement on Scientific Cooperation, hereinafter referred to as the Agreement, with the objective to promote and develop the possibilities of scientific cooperation of researchers in both countries.

Article I

Objectives and Forms of Cooperation

The Agreement shall serve as a basis for the promotion and support of scientific cooperation between the Parties in all fields of their competence, and in accordance with valid national legislation.

The prospective cooperation activities under the Agreement may be realized in the form of Joint Research Projects and/or Joint Exchange Projects. These projects shall be carried out by research teams from both Parties. Financial support of research and/or mobility may be provided to the research team members.

Other cooperation activities which may include actions conducive to mutual exchange of information and knowledge transfer, networking and promotion of excellence, and others may be defined upon mutual agreement of the Parties.

All cooperation activities shall be based upon the principle of reciprocity for the mutual benefit for both Parties. The exact definition and detailed conditions of individual cooperation activities shall be specified in the Protocol, which is an integral part of the Agreement.

Article II Implementation

1. Cooperation shall be executed through the international cooperation units of the Parties.
2. Financial support shall be provided under conditions specified under the Agreement unless situations, such as budget cuts or limited budget drawing as a result of provisional arrangements, occur.
3. Details of implementation of the Agreement shall be determined in the Protocol. Conditions defined in the Protocol shall specify the call for proposals, schedule, selection process, financial conditions and other details of implementation.
4. The course of cooperation shall be regularly reviewed.
5. The Parties commit to solve any differences which may arise during the implementation of the Agreement by means of negotiation or exchange of correspondence between the Parties.

Article III Protection of Intellectual Property Rights and Confidentiality

In respect of any discovery or invention derived from cooperative activities under this Agreement, the collaborating researchers and their institutes will consult and decide on the ownership of any intellectual property or the terms of its commercial exploitation, i.e. with regard to the relative contribution of each partner to the research.

Neither Party may disclose to any third person any confidential or business information which may arise from the cooperation under the Agreement without prior written consent of the other Party. Such obligation shall not be governed by the duration of the Agreement. Collaborating researchers and their institutes shall hold confidential and shall not disclose to any third party confidential information received from their partners to the research without the latter's written consent.

Article IV
Final Provisions

1. The Agreement shall enter into force upon its signature by the Parties. It shall remain valid for a period of five years, after which it shall be automatically renewed for subsequent periods of five years unless a written notice of termination has been given by either Party at least six months prior to its renewal.
2. The agreement of 14 February 2008 between the Parties shall terminate by the day of signature of this Agreement.
3. The termination of the Agreement shall not affect the ongoing or approved activities under the terms of the Agreement.
4. The Agreement can be modified and amended on the basis of the mutual consent of both Parties made in written form.
5. The Agreement was signed in two original copies in English, with the same validity. Each Party shall obtain one copy.


On behalf of the Research Foundation –
Flanders (FWO):

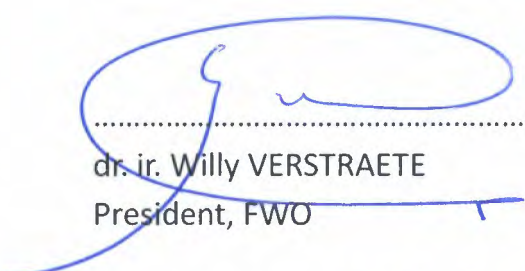
On behalf of the Ministry of Science and
Technology, Republic of China (Taiwan):

Representative:

Representative:


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dr. Hans WILLEMS
Secretary General, FWO


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Dr. Liang-Gee CHEN
Minister, MOST


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dr. ir. Willy VERSTRAETE
President, FWO

In Brussels, on ...28.08.2019

In Brussels, on ...8/28/19