行政院 第4031次會議

民國115年11月26日

報告事項(三)

國家科學及技術委員會函送「駐英國台北代表處與英國在台辦事處科學、創新暨技術合作協議」，請鑒核案。

說明：

一、 國科會函以，為促進臺灣與英國間之科學、創新及技術合作與交流，爰擬簽署「駐英國台北代表處與英國在台辦事處科學、創新暨技術合作協議」，前經報奉鈞院函復准予辦理在案，嗣經雙方代表完成簽署，檢附該協議，請備查。

二、 本協議內容要點如次：

(一)指定代表：雙方之指定代表各為國科會及英國商業、創新、科學暨貿易部。（第1條）

(二)目標：係為促進臺灣與英國間之科學、創新及技術合作與交流；參與雙方將共同努力，支持各自之研究與創新社群進行雙邊活動，強化合作、科學卓越性及研究創新之影響力。(第2條）

(三)合作領域：聚焦半導體、太空、通訊技術、淨零排放及人工智慧等領域。（第3條）

(四)合作活動類型：定期政策對話／交流、聯合研究計畫、雙邊人才交流計畫及學生實習／培訓計畫。（第 4 條）

(五)協議管理：每年舉行會議檢視並協調本協議執行情況，確保達成目標並符合現況需求；視需要邀請相關合作夥伴及技術專家參與個別會議；雙方承諾秉持誠信原則行事。如產生分歧，將透過諮商及談判友好解決，不得提交第三方、法院或仲裁機構裁決。（第 5 條）

(六)資金及資源：本協議不構成雙方或其指定代表之經費支出義務。惟雙方將致力提供資金及資源，以支持本協議所述之合作。（第 6 條）

(七)智慧財產權：雙方瞭解將依各自適用之國內法律辦理歸屬及保護事宜，並將就該特定活動另行達成協議。（第 7 條）

(八)生效、修正與終止：本協議自雙方簽署日生效，持續有效直到終止為止；雙方得經書面合意隨時修正本協議。任一方得於 90 日前以書面通知另一方終止。（第 8 條）

三、 本案擬由院復准備查，並函請總統府秘書長查照轉陳。報請鑒核

附件如附

# 駐英國台北代表處與英國在台辦事處
# 科學、創新暨技術合作協議
(核定本)

**駐英國台北代表處與英國在台辦事處**（以下合稱「參與雙方」，單稱「參與一方」），
**鑒於**科學、技術及創新對於推動私部門與公部門經濟成長契機之重要性；
**鑒於**雙方科學界、產業界及研究機構均有進一步強化共同合作之意願；
**達成**以下共識：

## 第一條 指定代表

(a)駐英國台北代表處之指定代表為國家科學及技術委員會（NSTC）。

(b)英國在台辦事處之指定代表為商業、創新、科學暨貿易部（BIST）。

## 第二條 目標

(a)透過本協議，參與雙方將建立科學、創新及技術合作架構。

(b)本協議之目標係為促進臺灣與英國間之科學、創新及技術合作與交流。

(c)本協議將透過擴大雙方在科學研究及創新領域之合作來實現，參與雙方將共同努力，支持各自之研究與創新社群進行雙邊活動，以強化合作、科學卓越性及研究創新之影響力。

## 第三條 優先合作領域

(a)參與雙方將共同決定本協議所聚焦之研究領域與主題範疇，合作領域包括但不限於：

1. 半導體（含矽光子、化合物半導體、先進封裝、設備及工具、設計及智慧財產權等）。
2. 太空（含民用太空研究等）。
3. 通訊技術（含 5G/6G 測試等）。

4. 淨零排放（含潔淨能源技術等）。
5. 人工智慧（著重於研究及標準制定等）。

(b)經參與雙方書面同意，得新增其他合作領域。

## 第四條 合作活動類型

(a)本協議可促進以下類型之合作活動(包括但不限於)：

1. 定期政策對話／交流：支持官方互訪，就參與雙方共同決定之議題進行政策資訊交流；
2. 聯合研究計畫：支持並資助由參與雙方共同決定優先領域之聯合研究及創新科學研究計畫；
3. 雙邊人才交流計畫：支持雙邊合作計畫，資助人才及專家交流，以及聯合研討會與其他會議；
4. 學生實習／培訓計畫：支持雙邊學生相關活動；

(b)其他經參與雙方共同決定之合作活動。

## 第五條 協議管理

(a)為督導管理本協議之合作，參與雙方及指定代表將每年舉行會議，檢視並協調本協議之執行情況，確保其達成目標並符合現況需求。

(b)前項會議將由參與雙方及指定代表（國家科學及技術委員會及商業、創新、科學暨貿易部）組成，並視需要得邀請相關合作夥伴及技術專家參與個別會議。

(c)參與雙方將視需要指定一或多個專業機構負責執行本協議第三條所列領域之合作。

(d)參與雙方承諾秉持誠信原則行事。如對本協議之解釋或適用所衍生之分歧，將由參與雙方透過諮商及談判友好解決，不得提交第三方、法院或仲裁機構裁決。

## 第六條 資金及資源

本協議並不構成參與雙方或其指定代表之經費支出義務。惟參與雙方在適當情況下，將致力提供資金及資源，以支持本協議第三條及第四條所述之合作。

## 第七條 智慧財產權

因執行本協議之活動產生任何智慧財產權，參與雙方瞭解將依各自適用之國內法律辦理歸屬及保護事宜，並將就該特定活動另行達成協議。

## 第八條 生效、修正與終止

(a)本協議自參與雙方簽署日生效，並持續有效，直至終止為止。

(b)參與雙方得經書面合意隨時修正本協議。

(c)任一參與方得於九十日前以書面通知另一參與方終止本協議。

上述記載代表駐英國台北代表處與英國在台辦事處就其中提及事項達成之瞭解。

本協議於115年 10月 2日在［14:45］以中文及英文簽署一式兩份。

姚金祥
代表
駐英國台北代表處

Ruth Bradley-Jones
代表
英國在台辦事處

**ARRANGEMENT**

**BETWEEN**

**THE TAIPEI REPRESENTATIVE OFFICE IN THE UNITED KINGDOM**

**AND**

**THE BRITISH OFFICE TAIPEI**

**FOR COOPERATION ON SCIENCE, INNOVATION AND TECHNOLOGY**

**(核定本)**

**THE TAIPEI REPRESENTATIVE OFFICE IN THE UNITED KINGDOM AND THE BRITISH OFFICE TAIPEI** (collectively the "Participants" and each a "Participant"),

**RECOGNISING** the value of science, technology and innovation, to the creation of opportunities for economic growth, in both the private and public sectors;

**RECOGNISING** the desire of the scientists, industry and research institutions to further strengthen cooperation;

**HAVE REACHED** the following understanding:

## 1. DESIGNATED REPRESENTATIVES

a) For the Taipei Representative Office in the UK, the Designated Representative is identified as the National Science and Technology Council (NSTC).

b) For the British Office Taipei, the Designated Representative is identified as the Department for Business, Innovation, Science, and Trade (BIST).

## 2. OBJECTIVES

a) Through this Arrangement, the Participants will establish an Arrangement for Cooperation on Science, Innovation and Technology.

b) The objectives of the Arrangement are to promote scientific, innovation and technological cooperation and exchange between the Taiwan and UK.

c) This Arrangement will be supported through expanding cooperation in scientific research and innovation, with Participants working together to support their respective research and innovation communities in bilateral activities that strengthen cooperation, scientific excellence and impact of research and innovation.

## 3. PRIORITY AREAS FOR COOPERATION

a) The Participants will mutually decide the research fields and thematic areas the Arrangement will focus on. The areas of collaboration will include, but will not be limited to:

i. Semiconductors – including photonics, compound semiconductors, advanced packaging, equipment and tooling, design and IP, etc.
ii. Space – including civil space research, etc.
iii. Telecommunications – including 5G/6G testing, etc.
iv. Net Zero – including clean energy technologies, etc.
v. Artificial intelligence – focussed on research and standards, etc.

b) Additional areas of collaboration may be added with mutual written consent of the Participants.

## 4. TYPES OF COLLABORATIVE ACTIVITY

a) This Arrangement may facilitate, but will not be limited to, the following types of collaborative activities:

i. Periodical policy dialogues/exchanges – support for mutual official visits to exchange policy information on topics that are decided upon by the Participants.
ii. Joint research projects – support to fund joint research and innovative scientific research projects in priority areas, as decided upon by the Participants.
iii. Bilateral mobility programmes – support to bilateral cooperation programmes to fund talent and expert exchanges, as well as joint seminars and other meetings.
iv. Student internship/training programmes – support to bilateral student-related activities.

b) Other cooperative activities as may be decided upon mutually by the Participants.

## 5. MANAGEMENT OF ARRANGEMENT

a) To supervise cooperation under this Arrangement, Participants and Designated Representatives will meet on an annual basis to review and coordinate the implementation of the Arrangement to ensure it is achieving its objectives and remains relevant.

b) Meetings will be comprised of representatives of the Participants and Designated Representatives (NSTC and BIST) and if appropriate, relevant partners and technical experts may be asked to attend individual meetings.

c) In addition, where appropriate, Participants will designate one or more expert organisations to be responsible for collaboration in the fields listed in section 3 of this Arrangement.

d) The Participants are committed to acting in good faith. Any disagreements between the Participants about the interpretation or application of this Arrangement will be settled amicably through consultation and negotiation between the Participants and will not be referred to any third party, court, or tribunal.

## 6. FUNDING AND RESOURCES

This Arrangement does not commit the Participants or Designated Representative to the expenditure of funds. However, both Participants will endeavour to provide funding and resources to support collaboration as outlined in sections 3 and 4, where appropriate.

## 7. INTELLECTUAL PROPERTY

In the event that any intellectual property rights should arise from activity carried out under this Arrangement, Participants understand that it will be attributed and protected in accordance with the domestic laws applicable to the Participants, and it will be subject to separate and specific arrangements concluded between the Participants in relation to the specific activity.

## 8. COMMENCEMENT, AMENDMENT AND TERMINATION

a) The Arrangement will come into operation on the date of the Participant's signatures and will continue to have effect until it is terminated.

b) The Participants may amend this Arrangement at any time upon their mutual written consent.

c) Either Participant may terminate this Arrangement by providing 90 days' written notice of its withdrawal to the other Participant.

The foregoing record represents the understandings reached between the Taipei Representative Office in the UK, and the British Office Taipei, upon the matters referred to therein.

Signed in duplicate at 1445 on 2nd Oct in the Chinese and English languages.

| | |
|---|---|
| Chin-Hsiang Yao | Ruth Bradley-Jones |
| Representative | Representative |
| Taipei Representative Office UK | British Office Taipei |