

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE MINISTRY OF ECONOMIC AFFAIRS**  
**TAIWAN**  
**AND**  
**THE STATE OF OREGON**  
**THE UNITED STATES OF AMERICA**  
**ON**  
**COOPERATION WITHIN THE FIELD OF ENERGY**

Considering the mutual benefit and importance of providing for a long term and stable source of energy, protecting the global environment and sustaining the economic, social and ecological future of our societies, the State of Oregon of the United States of America and the Ministry of Economic Affairs, Taiwan, hereafter referred to as “the Parties,” wish to 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 cooperation under this Memorandum of Understanding shall include 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, the State of Oregon and the Ministry of Economic Affairs are responsible for the implementation of cooperative activities. The Parties and their designated representatives shall seek to involve relevant organisations, energy agencies, research institutes and industrial companies in order to enhance this cooperation.

## **ARTICLE II – COOPERATIVE ACTIVITIES**

Both Parties will endeavour to encourage, promote, and facilitate cooperation between interested enterprises, institutions, associations and organisations.

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

## **ARTICLE III - IMPLEMENTING ARRANGEMENTS**

- A. When the designated representatives, under the authorisation of the Parties, agree to undertake cooperative activities under this Memorandum of Understanding, they will conclude an Implementing Arrangement, which shall become an annex to this Memorandum of Understanding.
- B. Each Implementing Arrangement shall specify the scope of activities, management responsibilities, specific funding arrangements, budget and schedule estimates, operating procedures, treatment of intellectual property, liability and other appropriate matters.
- C. All cooperative activities undertaken pursuant to specific Implementing Arrangements under this Memorandum of Understanding shall be subject to the respective laws, regulations, policies, administrative procedures and funding authority that govern the Parties and their designated representatives.
- D. Each designated representative shall appoint a programme coordinator to be responsible under its auspices for the overall coordination of Implementing Arrangements.

#### **ARTICLE IV - MUTUAL ASSISTANCE**

In accordance with this Memorandum of Understanding, each Party shall offer representatives of the other Party such assistance as they may need when abroad for the purpose of fulfilling the tasks assigned to them.

#### **ARTICLE V - CONFIDENTIALITY AND INTELLECTUAL PROPERTY**

- A. Each Party shall treat any information designated by the other Party as confidential as such, unless it is compelled to disclose this information by law, in which case it shall so notify the other Party beforehand.
- B. In all other cases, the Parties and their designated representatives support the widest possible dissemination of information provided, exchanged, or arising from 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**

The Parties will conduct further discussions required for the implementation of this Memorandum of Understanding. 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 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 thereof, the undersigned, duly authorised by their representative Parties, have signed this Memorandum of Understanding in English language only.

Done in Taipei, on the twenty-sixth day of September in the year two thousand and one.

For Ministry of Economic Affairs,  
Taiwan

For The State of Oregon,  
The United States of America

Mr. Hsin-I Lin,  
Minister

Mr. John Kitzhaber,  
Governor