

# 國立臺灣大學機械工程學系

與

# 德國開姆尼茨工業大學電機工程與資訊科技學系

## 合作協議書

國立臺灣大學機械工程學系（以下稱為臺大機械系）與開姆尼茨工業大學電機工程與資訊科技學系（以下稱為開姆尼茨電資系）雙方尋求建立一項學術交換暨合作計畫。

合作目的包含：

- 就雙方所進行之研究，交換相關資訊。
- 選定研究主題，並協調研究工作與體系。
- 為共同研究之目的，促進雙方研究學者之交流。

雙方於此同意以本協議為合作之基本架構；協議本身對任一方是否進行某一行為不具任何約束力。具法律約束力、與本協議所提出之合作關係相關的各項協議(以下稱為專案計畫協議)，將以個案之基礎進行，並連同本協議構成該等合作關係之專屬規範條款與條件。

### 第一條 研究合作之主題：合作領域及形式

所有根據本協議之合作企劃僅可為和平用途而執行。因此，雙方同意：

1. 雙方應就其能力所及之範圍進行工程及應用科學等跨領域之研究。
2. 雙方之合作形式應包含但不限於：
  - 合作計畫
  - 研究考察
  - 研究生（包含修習跨校學位(co-tutelage)者，由雙方共同指導）的各類碩士、博士及博士後研究

## 第二條 雙方之權利與義務

1. 本合作協議所適用之研究應符合下列條件：研究須於原國家中進行、研究所獲之金錢補助源自國內及國際性機構，且指定由簽署本協議之單方個別使用或雙方共同使用。
2. 本合作協議應視為雙方執行任何專案計畫協議之母約。與此合作協議有關的專案計畫協議應詳述雙方之特定義務，並經雙方授權之代表簽署書面協議後，方得生效。

## 第三條 涉及研究結果雙方之權利與義務

1. 雙方應嘗試將所有研究結果，主要透過出版物、研討會、講課與會議等方式公開。任何由雙方合作執行之研究計畫，其相關資訊公開程序應由雙方共同協商、協議後決定。若研究計畫僅由單方進行，或研究結果僅由單方取得，則此單方有權決定資訊公開方式與程度。

## 第四條 協議條款：終止條件

1. 本協議自雙方簽署後生效，直至任一方或雙方提出終止之提議。
2. 任一方欲終止本協議，應至少於 90 天前以書面通知另一方終止本協議之意圖。本協議之終止不衍生任何賠償責任。一旦協議終止，除非專案計畫協議中另有規範，任一方均無須為另一方所遭受之金錢或其他損失負擔任何責任。
3. 本協議書以簽署完成之最後日期之為生效日。
4. 臺大機械系之聯絡人為楊耀州教授，  
開姆尼茨電資系之聯絡人為 Jan Mehner 教授。

雙方由其授權之代表進行本協議之簽署（一式貳份）並促成協議之執行，特此證明。

國立臺灣大學  
機械工程學系

開姆尼茨工業大學  
電機工程與資訊科技學系

系主任：楊耀州教授

系主任：Jan Mehner 教授

楊耀州

Jan Mehner

日期： 2013/10/1

日期： 2013/10/14

# **AGREEMENT OF COOPERATION**

**between**

**DEPARTMENT OF ELECTRICAL ENGINEERING AND INFORMATION  
TECHNOLOGY, CHEMNITZ UNIVERSITY OF TECHNOLOGY,  
CHEMNITZ, GERMANY**

**and**

**DEPARTMENT OF MECHANICAL ENGINEERING,  
NATIONAL TAIWAN UNIVERSITY, TAIPEI, TAIWAN**

## **Preamble**

The Department of Electrical Engineering and Information Technology, Chemnitz University of Technology (hereinafter referred to as TUCEEIT) located at Reichenhainer Str. 70 Adolf-Ferdinand-Weinholdbau Room 116, 09120 Chemnitz and the Department of Mechanical Engineering, National Taiwan University (hereinafter referred to as NTUME; TUCEEIT and NTUME together referred to as the Parties), located at No 1 Roosevelt Rd., Sec. 4, Taipei 10617, seek to establish a program of scientific exchange and research collaboration.

The purposes of cooperation include the following:

- the exchange of information pertaining to the research performed by each party
- the selection of topics for investigation and the coordination of research efforts and systems
- the exchange of researchers between facilities for the purposes of joint investigations

The parties acknowledge that this Agreement is a framework, which does not alone constitute a binding obligation of either party to perform any action. Legally binding agreements related to the collaboration set forth in this Agreement (hereinafter referred to as **PROGRAM AGREEMENT**) will be performed on a case-by-case basis, which together with this Agreement will define the specific terms and conditions of the collaboration.

## **Article 1: Subject of Research Cooperation - Areas and Forms of Cooperation**

All cooperative endeavors under this Agreement shall be carried out for peaceful purposes only. Therefore, the parties hereby agree as follows:

1.1 The parties, insofar as the means of each party allow, shall carry out interdisciplinary research in the areas of Engineering and Applied Science.

1.2 The forms of collaboration between the parties shall include but not be limited to the following:

- joint projects
- research visits
- MS, Ph.D., and postdoctoral studies of researchers, including those under co-tutelage (shared supervision)

### **Article 2: Rights and Duties of the Parties**

2.1 This general Agreement of Cooperation shall be valid under the condition that investigations are carried out in the country of origin with financial support received from domestic and international sources, designated for either party participating in the Agreement individually or for both parties participating together.

2.2 This general Agreement of Cooperation shall be identified as the parent document of any Program Agreement executed between the parties. Program Agreements concerning common programs shall provide details concerning the specific commitments made by each Party and shall not become effective until they have been reduced to writing and duly executed by authorized representatives of the parties.

### **Article 3: Duties and Responsibilities of the Parties Related to Results**

3.1 The parties shall attempt to make all research results public primarily through publications, seminars, lectures, and conferences. Procedures for disclosing any information related to any research program conducted jointly by the parties shall be determined through mutual consultation and agreement by the parties. If the research program is performed or research results are obtained solely by one party, that party has the right to determine the means and degree of disclosure.

### **Article 4. Terms of the Agreement - Conditions of Termination**

4.1 This agreement shall remain in effect from the moment it is signed by both parties until terminated on the initiative of one or both parties.

4.2 In the event that termination is initiated unilaterally by one of the parties, the initiating party shall submit to the other party a written notice of its intention to terminate the Agreement at least ninety (90) days in advance. No penalties shall be levied resulting from the termination of the Agreement. Upon termination of the agreement, neither party shall be liable for any monetary or other resulting losses incurred by the other party unless otherwise agreed upon in the Program Agreement.

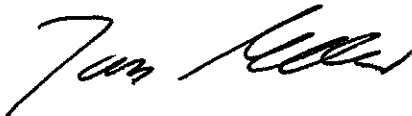
4.3 The Effective Date of the Agreement is the date affixed to the last page of the Agreement by the last party to sign the Agreement.

4.4 The contact person for NTUME is Professor Yao-Joe Yang and the contact person for TUCEEIT is Professor Jan Mehner.

In witness whereof, the parties have caused the Agreement to be executed and signed in duplicate by their respective duly authorized representatives.

On behalf of Department of Electrical Engineering and Information Technology, Chemnitz University of Technology

By:  
Dean



Prof. Jan Mehner

Date: 2013/10/14

On behalf of Department of Mechanical Engineering, National Taiwan University

By:  
Chair



Prof. Yao-Joe Yang

Date: 2013/10/1