

Memorandum of Understanding
on
Educational Cooperation and Exchanges
between
the Ministry of Education of the Republic of China (Taiwan)
and the Department of Education and Training of the Flemish Community
(Kingdom of Belgium)

The Department of Education and Training of the Flemish Community (Kingdom of Belgium)
and

the Ministry of Education of the Republic of China (Taiwan),

hereinafter referred to as “Taiwan” and “Flanders” respectively, and collectively referred to as
“the Parties”,

agree to enter into a Memorandum of Understanding (MoU) on educational cooperation and
exchanges, in order to contribute to the strengthening of educational relations between Taiwan
and Flanders, and have reached the following understanding:

Article 1: Purpose

This MoU aims to achieve the following purposes:

- (1) the development and enhancement of bilateral cooperation in educational matters;
- (2) the promotion of mutual understanding;
- (3) the realization of common benefits through collaborative action.

This collaborative action will be focused on:

- (1) the promotion of educational and academic exchanges between individuals,
organizations, and educational institutions in Taiwan and Flanders;

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- (2) the promotion of study opportunities in Taiwan and Flanders;
- (3) the development of partnership support with appropriate cooperative organizations in Taiwan and Flanders, regarding seminars, workshops, and conferences in the area of education.

Article 2: Fields of cooperation

Through this MoU, the Parties will pursue the types of activities outlined for each of the following domains:

I. Secondary education and adult education

1. The encouragement of educational institutions in Taiwan and Flanders to engage in joint projects.
2. The exchange of information on educational policy topics of mutual interest.

II. Higher education

1. The encouragement of higher education institutions in Taiwan and Flanders to jointly develop academic programs at master's degree and doctorate level, leading to joint or multiple degrees being issued by the respective higher education institutions.
2. The commitment of both of the Parties to encourage their respective higher education institutions to participate in mobility and cooperation schemes within the framework of educational programs of the European Union and within their respective national programs for international student mobility.
3. The exchange of experts and information on topics of mutual interest in the field of higher education reform and evaluation.

III. Language learning

1. The encouragement of educational institutions, teachers, and students to engage in cooperation and language learning exchanges, especially those building on existing mobility schemes.
2. The encouragement of educational institutions in Flanders to seek cooperative partners in Taiwan to set up projects related to their Chinese language courses.
3. The provision of support from the Dutch Language Union to assist Dutch language departments and teachers of Dutch, and the offer of summer courses in the Dutch language for students of the Dutch language abroad.

IV. Mutual exchanges

1. The exchange of relevant information on all types and levels of education, at the request of the other of the Parties.
2. The facilitation of peer-learning at Ministry level in the respective Ministries responsible for education, education institutions, or other associated organizations.
3. The exchange of information with and the extension of invitations to the other of the Parties to expert seminars on educational topics which are open to international participation.

Article 3: Co-ordination and Implementation

§1. Implementing Officials

The Implementing Officials responsible for coordinating activities and communication




pertaining to this MoU are the Director-General of the Department of International and Cross-strait Education of the Ministry of Education in Taiwan, and the General Director of the Department of Education and Training in Flanders.

§2. Working Group

A Working Group will be formed by the Parties to develop and oversee a basic work plan to assist in the implementation of this MoU. This Working Group will be co-chaired by the Implementing Officials, or by their designated delegates, and may involve the participation of other agencies as appropriate. The Working Group thus formed will meet at least once a year.

§3. Work Plans

An annual work plan may be developed based on proposals submitted to the Working Group. The nature and priority status of specific co-operation areas, the types of activities, and the development of the annual work plan to be implemented under this MoU will be determined by the Working Group on behalf of the Parties.

§4. Involvement of other organizations

The Parties will promote, facilitate, and encourage, as appropriate, the development of direct contacts between and among scientific research institutions, industry, and stakeholder associations, and other organizations, both public and private.

Article 4: Costs

Unless otherwise agreed between them, each of the Parties participating in co-operative activities and initiatives will be responsible for the costs of its own attendance at Working

Group and other joint meetings.

Article 5: Liability

In implementing the co-operative activities under the MoU, each of the Parties will be responsible for its own acts and the consequences thereof and will not be responsible for any act of the other of the Parties or any consequences thereof.

Article 6: Intellectual Property Rights

The MoU does not affect the intellectual property rights of the Parties. In proposed co-operative activities, where it is foreseeable that questions related to intellectual property rights might arise, the Parties, in accordance with their national laws, will agree in advance how to effectively protect and allocate those intellectual property rights.

Article 7: General clauses

§1. This MoU does not bind either of the Parties to any financial arrangements other than those separately entered into in writing.

§2. This MoU does not create any rights or obligations under international law.

§3. This MoU will enter into force on the date of its being signed by each of the Parties and will remain in effect for a period of four years.

After two years, the Parties will evaluate the cooperation and, if necessary, make amendments.

§4. Any dispute that arises between the Parties related to the interpretation and implementation of this MoU will be resolved amicably by means of consultation and negotiation between the Parties and will not be referred to any national or international tribunal or any third party for settlement.

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The foregoing record represents the understandings reached between the Parties on the matters referred to therein.

Two original copies in English signed in Brussels on July 12th 2018.

For the Department of Education and Training
of the Flemish Community
(Kingdom of Belgium)

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Koen PELLERIAUX
General Director,
Department of Education and Training

For the Ministry of Education of the Republic
Republic of China
(Taiwan)

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Andy BI
Director General,
Department of International and Cross-Strait
Education