

# 世界自然(香港)基金會與台江國家公園管理處

## 推廣保育及教育之合作備忘錄

本備忘錄製於西元 2014 年 11 月 18 日

立備忘錄方：

1. World Wide Fund For Nature Hong Kong 世界自然(香港)基金會，於香港註冊成立的擔保有限公司，地址為香港葵涌葵昌路 8 號萬泰中心 15 樓（以下簡稱“WWF-Hong Kong”）
2. 台江國家公園管理處，地址為台南市安平區城平路 2 號（以下簡稱“TNP”）

WWF-Hong Kong 合約編號：14-100

### (A) 合作背景：

在分享相近的保育及教育之觀念下，WWF-Hong Kong 及 TNP 已在過去數年於各相關層面進行合作。自 2012 年以來，在兩方共同規劃下，已定期舉辦能力建構和人員交流活動。這些交流之目的，在於創造出保育教育工作者間在教育項目發展、推行、監測及評估的最佳經驗分享機會。

這些研究考察活動的組織促進了雙方之間非正式溝通平台的建立，並成功地在區域層面上推動進一步的保育教育工作發展的合作，進而提高雙方間教育工作傳遞之品質。

雙方了解共同合作的巨大潛在利益，並已舉辦多次會議商討如何強化各方關係，以促進提高橫跨兩個行政區域之間的保育教育層次。

雙方制定此備忘錄，以確認雙方之間之共同利益並宣布合作意向，共同努力透過人員及主要關係者的能力建構，以達到保育教育成果，並且在合適的情況下，共同為多樣化之目標群眾，舉辦區域性教育計畫。

此份備忘錄為雙方提供廣泛架構，以便雙方於香港、臺灣或其他合適地點，進行計畫項目或是活動的合作。

### (B) 目標：

備忘錄之目標如下：

1. 確認雙方間的合作意願，以達更大的保育教育成果，並建立一合作架構，以便雙方合作舉辦特定的計畫及活動，並簽署相關個別協議。
2. 使雙方間的溝通管道正式化，並闡明決策過程及責任。

(C) 備忘錄有效期及複審：

本備忘錄有效期為自簽約日起為期 3 年。

本備忘錄於雙方簽字起即時生效，並將於簽約日起之次年年中時予以複審。

雙方須在此備忘錄有效期結束前最少有三個月之前商討續期事宜。

有關備忘錄的內容，任何一方可於任何時間以書面提出復審或修訂，有關修訂在雙方書面同意之下可被採用。

任何一方有權在給予對方三個月之書面通知以終止本備忘錄。如本備忘錄在有效期完結前提前終止，任何一方無須就進一步之責任、負擔、賠償或任何形式之費用負責，惟已發生之負擔除外，並且必須即時毀滅一切含有雙方商標或標誌的物品。

(D) 備忘錄之下的「個別協議」：

雙方同意就每項已確認之共同計畫或合作範疇訂立個別協議，以清楚釐定各方角色及責任，也應當包括但不限於雙方在協議有效期內之捐贈者關係管理，例如計畫管理、內部及對外技術及財務報告，而個別協議之有效期有可能延伸及超越本備忘錄終止日，不論是自然失效或被終止。個別協議在雙方同意下應稱為「項目合作協議」或「營運協議」。

(E) 合作範疇：

雙方應於適當層次下於以下三方面進行合作：

- 1 實習及員工交換計畫：雙方均應製造實習及員工交換機會，使他方得以派員參加。雙方須事先釐定及同意各計畫之時間、內容、性質及人數限制，並簽訂相關個別協議。
- 2 為雙方員工及權益關係人舉辦之考察團：雙方均應有承擔地於本區域內在雙方同意下的特定地點舉辦考察團供員工及權益關係人參與。雙方須事先釐定及同意各考察團之時間、內容、性質及人數限制，並簽訂相關個別協議。
- 3 目標群眾之海外教育計畫：在適當的情況下，雙方應彼此提供支援以協助其在香港及/或臺灣開發及推行為不同特定目標群眾舉辦之教育課程。

(F) 資金

任何項目開始之前，雙方應在所需資金、如何籌募資金及資金分配上先作出協定。

(H) 雙方之溝通及宣傳：

為確保有效溝通和合作，雙方已確認在重要議題的總體政策及高層策略方針上的聯絡人如下：

- i. WWF-Hong Kong                      教育總監 – 梁恩銘 先生
- ii. TNP                                      處     長 – 呂登元 先生

為促進有效的日常通信溝通，在個別協議中應載明各方之聯絡職員。

雙方應定期進行溝通，以討論個別已經確認協議所涉及範圍內之議題，及在適當情況下，就共同關注之項目進行訊息交換及安排配合。這些範圍應包括發展新計畫項目、雙方的策略計畫及定期訊息更新。

雙方應制定溝通及宣傳計畫，以釐定各方之責任。在未經事先授權或批准，任何一方不得代表他方發言或作出表述，或故意製造為他方發言的印象。

共同計畫下建立的所有推廣/宣傳材料應由雙方事先同意後才可使用。

(I) 保密性：

各方須將本備忘錄之條款及資料予以保密。機密商業資料包括但不限於沒有出現在公開範疇及被註明為機密之檔案內容、文件、設計或筆記，或在合理商業角度被其擁有人視為機密者。本條款之責任包括向傳媒之披露。

(J) 知識產權：

任何因合作計畫所產生之新知識產權之擁有權，應於個別協議中定義清楚。已存在之知識產權則須得到該知識產權擁有者事先書面同意方得使用，此書面同意得載錄於個別協議中或載錄於適當的個別通知中。

(K) 衝突管理：

各方應在其正常運作中維持其自主及獨立性，包括但不僅限於倡導、遊說、評論和機構運作，以實現其願景和使命。在合作和夥伴關係的精神下，當行動不一致時，各方應於最早及適當的時機通知他方。

於合作計畫開展時，若任一方察覺敏感性議題，應於最早及適當的時機通知他方。各方應彼此探討可能之解決方案並同意儘快處理該議題。

(L) 不可抗力：

如因戰爭、抗議、工業行動、進出口管制、勞資爭議、意外、火警、運輸通道受禁制、水災、自然災害、或其他協議一方無法控制之阻礙，引至受影響之一方無法履行其在本備忘錄項下之責任，該受影響一方將不須就因無法履約而產生之損失或賠償負責。如不可抗力事件持續超過一個月，任何一方有權選擇即時終止本備忘錄，而不須對進一

步之責任/負擔負責，已發生之責任/負擔除外。

(N) 雙方需以書面達成協議及經雙方簽署，方可修訂本備忘錄。

World Wide Fund For Nature Hong Kong  
世界自然(香港)基金會  
授權人簽署

台江國家公園管理處  
授權人簽署



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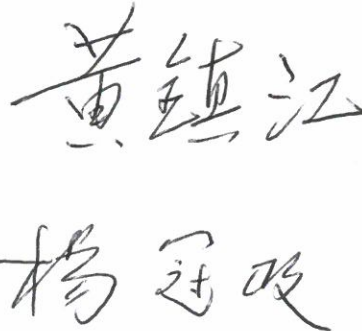
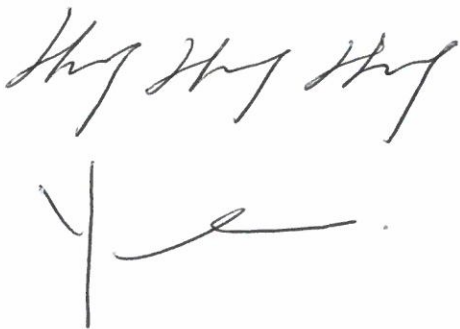

姓名：梁志偉 先生  
職位：財務總監

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姓名：呂登元 先生  
職位：處長

日期：17 Nov 2014

日期：18 Nov 2014

**MEMORANDUM OF UNDERSTANDING  
COLLABORATION ON PROMOTING CONSERVATION EDUCATION**

THIS MEMORANDUM OF UNDERSTANDING (MoU) is made on 18 November, 2014

Between:

1. **World Wide Fund For Nature Hong Kong** 世界自然(香港)基金會, incorporated in Hong Kong with limited liability by guarantee, of 15/F, Manhattan Centre, 8 Kwai Cheong Road, Kwai Hing, Hong Kong (hereinafter called "WWF-Hong Kong") and
2. **Taijiang National Park** 台江國家公園 of No. 2, Chengping Rd., Anping Dist., Tainan City (hereinafter called "TNP")

WWF-Hong Kong Contract Number: 14-100

(A) Background:

Sharing similar values on conservation and education, WWF-Hong Kong and TNP (collectively "the Parties") have been in collaboration over the past few years on various aspects. Since 2012, capacity building and staff interflow tours have been jointly organized between the Parties on a regular basis. Objective of these tours was to create opportunities of best practices sharing among conservation educators in terms of education programme development, delivery, monitoring and evaluation.

Organization of these study tours has promoted the establishment of informal communication platform between Parties and successfully help along further collaboration on regional conservation education works development so as to further increase quality for education works delivery of the Parties.

The Parties recognise the tremendous potential benefits with joint collaboration and have held a number of meetings to discuss strengthening the relationships in order to promote higher level of conservation education across the two administrative regions.

The Parties have drawn up this MoU to recognise their mutual interests and declare their intentions to work together to achieve greater conservation education outcomes through capacity building among colleagues and key stakeholders, and co-organising regional education programmes for different target audiences where appropriate.

This MoU provides a broad framework for the Parties to collaborate on projects or activities in Hong Kong, Taiwan and beyond, where appropriate.

(B) Objectives:

The objectives of this MoU are to:

1. Confirm the intention of collaboration between the Parties to achieve greater conservation education results, and establish a collaboration framework that the Parties can collaborate on specific projects and activities, under Individual Agreements.
2. Formalise communication channels between the Parties, and clarify the decision-making process and responsibilities.

(C) Duration and review of MoU:

This MoU shall cover a period of three (3) years from the date of signature.

This MoU shall become effective upon the signature of all Parties and shall be reviewed at the mid of second year, starting from the date of signing.

This MoU is open to renewal at least three (3) months prior to expiration.

Reviews and amendments may be proposed at any time in writing by either party, and amendments shall be adopted under mutual written agreement of both parties.

This MoU may be terminated by either party with three (3) months written notice to other party. Should this MoU be terminated earlier than the expiry date, no further responsibility, liability, damages or costs of any description will be liable to either party, save and except such liabilities as have already accrued, provided that treatments of all materials which feature the Parties' trademarks or logos shall be forthwith destroyed by the Parties upon termination of this MoU.

(D) Individual Agreements under the MoU:

The Parties agree to enter into individual agreements for each confirmed joint projects or area of collaboration that shall clearly define the respective roles and responsibilities, and shall include but will not be limited to donor relationship management such as project management, internal and external technical and financial reporting, of the Parties during the effective period of the agreement and which may extend beyond the expiry date of this MoU whether it lapses or is terminated. Such individual agreements shall be termed Project Co-operation agreements or Operational agreements as agreed between the Parties at the time.

(E) Collaboration aspects:

The Parties shall collaborate at appropriate levels on following three aspects:

- 1 Internship and staff exchange programmes: The Parties shall be responsible to create internship and staff exchange opportunities for enabling the other party to send staff to join. Duration, content, nature and capacity of each programme shall be defined and agreed between the Parties beforehand by entering individual project agreement.
- 2 Study tours for staff and stakeholders: The Parties shall be committed to organising study tours to be attended by respective staff and stakeholders to particular locations agreed in the region. Duration, content, nature and capacity of each study tour shall be defined and agreed between the Parties beforehand.
- 3 Overseas education programmes for target groups: Where appropriate, the Parties shall offer supports to each other in the development and implementation of education programmes being conducted at Hong Kong and/or Taiwan for different target groups.

(F) Funding:

Prior to the commencement of any project, the Parties shall agree on any funding required, how the funds will be raised and the allocation of the funds to the tasks.

(G) Communications and Marketing:

To ensure effective communication and cooperation, the Parties have identified the following contact point for important issues of overarching policy and high-level strategic direction:

- |     |                        |                                       |
|-----|------------------------|---------------------------------------|
| i.  | WWF-Hong Kong          | Director, Education – Mr. Yamme Leung |
| ii. | Taijiang National Park | Director – Mr. Teng-Yuan Leu          |

To facilitate effective day-to-day communications, contact personnel of each party shall be identified within individual agreements.

The Parties shall communicate on a regular interval to discuss issues within the purview of individual confirmed agreement, and otherwise to exchange information and arrange coordination on projects of mutual interest and concern, when appropriate. Such areas shall include development of new projects, strategic plans of the Parties, and periodic updates.

The Parties shall develop communications/marketing plan in which the responsibility of each party shall be identified. Neither party shall make representations on behalf of the other(s) without prior authorisation and approval, or intentionally create the impression that they are appearing to speak for the other(s).

All marketing/promotional materials established for the joint projects should be approved by the Parties before using.

(H) Confidentiality:

Each of the parties shall keep confidential of the terms and information of this MoU. Confidential business information shall include without limitation the content of files, documents, designs or notes that are not in the public domain and which are earmarked to be confidential or by sensible business sentiment would be treated as confidential by the owner thereof. The obligation under this clause extends to disclosure to the media.

(I) Intellectual Property Rights:

The ownership of any new Intellectual Property created as a result of a confirmed project shall be clearly defined in the individual agreements. Intellectual Property already in existence may only be used with the prior written permission of the owner, such permission being given within the individual agreement or as a separate notice as appropriate.

(J) Conflict Management:



Each party shall maintain its autonomy and independence in its normal course of actions, which will include but not be limited to advocating, lobbying, commenting and operational work, to achieve its own vision and missions. In the spirit of cooperation and partnership, when discrepancy of action arises the Parties shall inform each other at the earliest convenience.

Should a sensitive issue be identified by any party relating to collaboration projects, the issue will be brought to the attention of the other at the earliest convenience. The Parties shall consult each other on possible solutions and agree to resolve the issue in a timely manner.

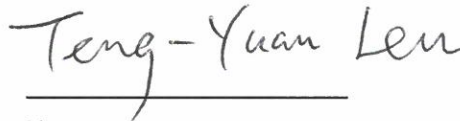
(K) Force Majeure:

If due to war, strikes, industrial action, import or export embargo, lockouts, accidents, fire, blockade, flood, natural catastrophes or other obstacles over which a party has no control, that affected party fails to perform any of its obligations under this MoU, that affected party shall not be held responsible for any loss or damage which may be incurred as a result of such failure. Should the event of force majeure continue for longer than one month, either party shall have the option of terminating this MoU immediately without further liability other than such liabilities as have already accrued.

(L) This MoU may only be amended by a written agreement signed by all parties.

Authorized Signature of  
**World Wide Fund For Nature Hong Kong**  
世界自然(香港)基金會

Authorized Signature of  
**Taijiang National Park**  
台江國家公園



Name: Thomas Leung  
Title: Director, Finance

Name:  
Title: Director Teng-Yuan Leu

Date: 17 Nov 2014

Date: 17 Nov 2014

