

GENERAL AGREEMENT FOR COOPERATION
BETWEEN THE BOARD OF REGENTS OF THE UNIVERSITY AND COMMUNITY COLLEGE
SYSTEM OF NEVADA ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS AND
NATIONAL YUNLIN UNIVERSITY OF SCIENCE AND TECHNOLOGY

THIS AGREEMENT¹ IS ENTERED INTO BY NATIONAL YUNLIN UNIVERSITY OF SCIENCE AND TECHNOLOGY, HEREAFTER "NYUST," AND THE BOARD OF REGENTS OF THE UNIVERSITY AND COMMUNITY COLLEGE SYSTEM OF NEVADA ACTING ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS HEREAFTER "UNLV." THE PARTIES DESIRE TO ENGAGE IN ACADEMIC, SCIENTIFIC AND CULTURAL COLLABORATION UNDER THE FOLLOWING TERMS AND CONDITIONS.

I. OBJECTIVES

UNLV and NYUST agree to develop academic and research programs, as well as promote projects in the areas of interest to both institutions. The participation of each university in any of the specific programs will be subject to the availability of funds and academic personnel.

II. ACTIONS

A. Actions to be carried out under this agreement include:

1. Joint research activities.
2. Personnel exchange for purposes of study and research.
3. Information exchange in fields of interest to academic personnel and students of NYUST and UNLV.
4. Academic personnel exchange for lectures, talks, symposiums, conversations and sharing of experiences.

The parties will develop working programs for specific projects to define the duties and responsibilities that each party will have.

B. The parties agree that the work programs that develop from this agreement will be subject to the following protocols:

1. Any exchange of students and academic personnel will be in conformance with the rules established by each institution.

2. The parties will each appoint one responsible person for the completion of the programs developed under this agreement.

3. For each program developed under this agreement, the parties will agree upon the financial resources that have to be provided by each party. Such financing will be subject to the norms established by each institution and to the laws of each country.

4. Both institutions agree that the personnel provided by each institution for the implementation of the work programs developed under this agreement will be affiliated exclusively with his/her employer, that each institution will assume its responsibilities to this end, and in no case will either institution be in any way liable for the actions of the other.

5. The production, publication, and distribution of articles, pamphlets, and other works generated from work programs under this agreement will be undertaken by common agreement. The parties stipulate that for each publication they will seek the maximum protection available under the law for intellectual property in the U.S. and Taiwan. It is understood that each party may use the results obtained from

the activities covered by this agreement for academic purposes. It is expressly agreed that any unauthorized commercial use of a joint work product will result in the disgorgement of the profits resulting therefrom.

6. Authorship of any written work will be attributed to the party whose personnel produced the work with recognition being given to the individuals who contributed to the work. If the work is produced by personnel from both parties, authorship will be attributed to them equally.

7. The parties will, where they consider it necessary, maintain confidentiality with respect to activities or programs developed under this agreement.

III. DURATION OF AGREEMENT, MODIFICATIONS AND TERMINATION

This agreement will be in effect for 3 years, starting on the date the last party signs agreement. The agreement may be modified or extended by written amendment executed by both parties. The modifications or extensions will be effective on the date the amendment is executed by both parties. This agreement may be terminated for any reason by either party by giving to the other 30 days written notice prior to such termination.

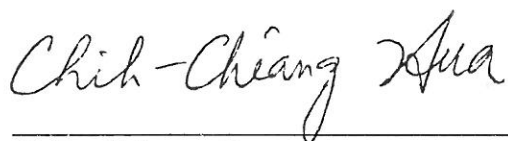
IV. DISPUTE RESOLUTION

This agreement is entered into by the parties in good faith. The parties will use their best efforts to resolve any conflict or dispute which may arise regarding the interpretation and enforcement of the agreement. Any disputes or conflicts which cannot be resolved by individuals below the president level, shall

be referred to the presidents of the two institutions for final resolution.

Signed this _____ day of _____, 2005

Approved by:



Chih-Chiang Hua
Dean
College of Engineering
National Yunlin University of
Science and Technology



Tsong-Ming Lin
President
National Yunlin University of
Science and Technology

Date: JUNE 1, 2005

Approved by:



Eric Sandgren
Dean
Howard R. Hughes College of
Engineering, University of
Nevada, Las Vegas



Carol C. Harter
President
University of Nevada, Las Vegas
Agent, Board of Regents of the
University and Community College
System of Nevada on behalf of the
University of Nevada, Las Vegas


MB

Date: 6/22/05