

INTERNATIONAL MEMORANDUM OF UNDERSTANDING

Between

National Yunlin University of Science and Technology

And

University of Wisconsin-La Crosse

I. GENERAL

A. Parties to the Agreement

This Memorandum of Agreement is between National Yunlin University of Science and Technology (hereinafter "YunTech") and The Wisconsin-La Crosse Board of Regents on behalf of University of Wisconsin-La Crosse, La Crosse, WI, USA (hereinafter "UW-L"). The two institutions shall be referred to collectively as the "Participating Institutions" in the Memorandum of Agreement.

B. Purpose of the Agreement

Endeavoring to increase their cooperation in research and education, the parties to the agreement after approval by their responsible authorities, agree to conclude this Memorandum on academic cooperation. The purpose of this Memorandum is to facilitate and to enhance the academic cooperation between the parties to the agreement.

C. Modes of Collaboration

The Participating Institutions shall endeavor to promote collaboration through a broad range of strategies, which in the initial stages of this cooperation shall include

1. to improve international understanding;
2. to enhance the development of joint educational and research projects;
3. to increase individual educational opportunities;
4. to enrich the educational environment of both parties;
5. to provide both societies with more and better information about the other party.

II. TERMS OF THE AGREEMENT

To implement the goals expressed above, the following is mutually understood and agreed:

This agreement will serve as a general framework for academic cooperation between the two universities and is intended to facilitate the development of specific independent programs of collaboration in the future. Details of any specific activities will be developed mutually. The Memorandum of Understanding may, from time to time, have addendums attached to it with regard to such activities.

III. ADMINISTRATIVE GUIDELINES

A. Elaboration of this Memorandum

1. It is the intent to the parties to the agreement that general provisions of this Memorandum be translated into specific programs of activity as expeditiously as financing and other institutional capabilities permit. Such programs shall be set forth implementing memoranda approved in writing by the designated operational officers of both institutions. No implementing memorandum shall amend or contradict the provisions of this Memorandum of Agreement. Implementing memoranda for all programs must include provisions for insurance to cover liability arising out of acts or omissions of each institution's officers, agents and/or employees. Implementing memoranda for faculty exchanges and collaborative research programs must include specific provisions relating to intellectual property resulting from the program.
2. Nothing in the initial version of this Memorandum shall be interpreted as constraining the development of future programs not mentioned in this document.

B. Responsible Administrative Personnel

1. The parties to the agreement shall be represented in formal negotiation or renegotiation of this Memorandum by the President of YunTech and by the Provost/Vice Chancellor of UW-L, respectively, or by their designated representatives.
2. The designated operational units of the parties, for purposes of developing and implementing the terms of this agreement are: For YunTech the Office of International Affairs, and For UW-L the Office of International Education.
3. Either party may change its designated operational officer by written notification to the designated operational officer of the other party.

C. Other Provisions

1. This Memorandum is written in the English language. Any future translation will be equal in establishing the mutual obligations of the parties.
2. Nothing in this Memorandum shall create binding obligations that may not be overridden by unilateral decisions reflecting financial or other circumstances confronting any of the parties to the agreement.
3. This Memorandum is concluded for an initial duration of five years from the date of joint signing. After this initial period this Memorandum shall be re-examined and the program adjusted, as deemed necessary, based on a mutually agreed-to assessment of the program by the appropriate authorities at YunTech and UW-L. After the initial five-year period, the Memorandum shall be reviewed and renegotiated for another five-year period, unless terminated by one of the parties to the agreement in writing within the period mentioned in the following paragraph.
4. This Memorandum may be terminated by any of the parties to the agreement on prior notice of 90 days before the end of the respective academic years. Any current participants in the Memorandum shall, however, in any case retain their previously agreed-to status until the end of the academic year in which the termination of the Memorandum occurs.

IV. LEGAL PROVISIONS

A. Conflict of Interest

This agreement is subject to cancellation pursuant to Wisconsin Revised Statute regarding Conflict of Interest.

B. Non Discrimination

The Wisconsin Board of Regents on behalf of University of Wisconsin-La Crosse is required to comply with applicable State and Federal rules governing equal employment opportunity and nondiscrimination requirements and will do so in its performance of this contract.

C. Non-Appropriation

The parties recognize that the performance by the Wisconsin Board of Regents for and on behalf of University of Wisconsin-La Crosse may be dependent upon the appropriation of funds by the State Legislature of Wisconsin. Should the Legislature fail to appropriate the necessary funds or if the University's appropriation is reduced during the fiscal year, the Wisconsin Board of Regents may reduce the scope of this agreement if appropriate or cancel the agreement without further duty or obligation.

The Board agrees to notify other party(ies) as soon as reasonably possible after the unavailability of said funds comes to the Board's attention.

For National Yunlin University of Science and
Technology:

Chun-Kan Hou

Chun-Kan Hou
President

Date: 5/15/2013

For The Board of Regents of Wisconsin
System on behalf of the University of
Wisconsin-La Crosse:

Heidi Macpherson

Heidi Macpherson
Provost/Vice Chancellor for Academic Affairs

Date: 5/9/2013



University of Wisconsin-La Crosse