

MEMORANDUM OF UNDERSTANDING ("MOU")

BETWEEN:

**THE GOVERNORS OF THE UNIVERSITY OF CALGARY ("UCalgary")
(CONTINUING EDUCATION)**

a corporation with offices in Calgary, Alberta, Canada,
continued pursuant to the *Post-secondary Learning Act* (Alberta)

-and-

NATIONAL YUNLIN UNIVERSITY OF SCIENCE AND TECHNOLOGY ("NYUST"),

a public university located in Douliu City, Yunlin, Taiwan

The above named parties (the "**Parties**") wish to explore possibilities for collaboration which may include administering exchanges of students and faculty between and among these Parties, promoting the advancement of education, research, and services, and strengthening friendly cooperation between the Parties. The Parties are pleased to affirm their mutual intention to explore opportunities for collaboration as follows:

1. Purpose and Scope

The general purpose of this MOU is to facilitate mutually beneficial academic and research cooperation between the Parties which may include one or more of the following:

- (a) Joint educational and research activities, including applications for funding to promote these activities;
- (b) Exchange of visiting scholars for the purpose of conducting research;
- (c) Exchange of scholarly work;
- (d) Exchange of undergraduate and graduate students;
- (e) Exchange of staff;
- (f) Short Programs;
- (g) Provision of programs of language studies.

2. Definitive Agreements

The Parties may at a later date enter into definitive agreements under the terms of this MOU to define the nature, extent and terms of the proposed collaboration.

3. Enforceability

This MOU and any related activities or expenditures by either Party are not intended to and do not create any rights, privileges, benefits or obligations, substantive or procedural, enforceable at law or equity, by either Party (or its officers, employees or agents) against the other Party (or its officers, employees or agents).

4. Finances

The Parties may enter into definitive agreements at a later date to make financial arrangements. This MOU does not constitute a financial commitment or obligation by either Party.

5. Intellectual Property

Prior to commencing any collaborative activity, each of the Parties will inform participants of any applicable policies relating to intellectual property created by the participants. The participants shall confirm in writing their understanding and agreement with these policies. If the applicable policies of the Parties conflict, or at the request of either Party, the Parties and the participants may enter into a different agreement addressing the intellectual property rights of the Parties and participants.

6. MOU Renewal and Termination

This MOU shall commence as of the date of the last signature and continue for a period of 5 years. Prior to the expiry of this MOU, the Parties may mutually agree to renew this MOU for additional consecutive periods of 5 years. Either Party may terminate this MOU by giving the other Party 6 months' prior written notice.

In the event of early termination of this MOU, the Parties will honour all commitments to any work in progress. Neither expiry nor early termination of this MOU shall affect other existing agreements between the Parties; any existing agreements that may have been entered into by the Parties shall be completed in accordance with their respective terms and conditions.

7. Administrative Coordinators

Each Party will designate an individual who will serve as the administrative coordinator for this MOU. The administrative coordinators will be responsible for coordinating specific requests, ensuring that all necessary approvals are in place, preparing and distributing reports on the progress of this MOU.

At UCalgary, coordination shall be done by UCalgary Continuing Education:

Courier and Mailing Address:
University of Calgary Continuing Education
Education Tower 1121
2500 University Drive NW
Calgary, Alberta, Canada T2N 1N4

Phone: 1 (403) 220 3301
Fax: 1 (403) 210 8610
Email: esl@ucalgary.ca
Website: <https://esl.ucalgary.ca/>

At NYUST, coordination shall be done by NYUST International Exchange and Collaboration Division, Office of International Affairs:

Courier and Mailing Address:
International Exchange and Collaboration Division
Office of International Affairs
National Yunlin University of Science and Technology
123, Sec. 3, University Road
Douliu City, Yunlin, Taiwan ROC 64002

Phone: 886 (5) 534 2601 Ext. 2392
Fax: 886 (5) 537 7453
Email: tdi@yuntech.edu.tw
Website: <http://www.yuntech.edu.tw>

8. Dispute Resolution and Governing Jurisdiction

The Parties commit to resolve any dispute arising under this MOU by mutually agreed upon resolutions. If the Parties are unable to resolve the dispute among themselves, the matter may be referred to an independent mediator as agreed upon by both Parties. This MOU shall be governed by and construed in accordance with the laws of the Province of Alberta.

9. MOU in Counterparts

This MOU may be executed in counterpart and each counterpart is to read as an original document and all such counterparts are to be deemed as representing the same document. Signatures delivered by facsimile or other electronic means shall be deemed for all purposes to be original counterparts of this MOU. If this MOU is also being executed in one or more additional translations, the English version shall govern to the extent of any inconsistency among the translations.

IN WITNESS WHEREOF the authorized representatives of the Parties have executed this MOU on the dates indicated below.

**THE GOVERNORS OF THE UNIVERSITY OF
CALGARY**

Per: 
Teri Balser, PhD
Provost and Vice-President (Academic)

Date: June 29, 2021

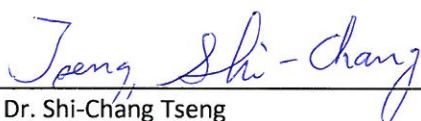
Per: 
Yassin Boga
Associate Director, International
Continuing Education

Date: May 20, 2021

**NATIONAL YUNLIN UNIVERSITY OF SCIENCE AND
TECHNOLOGY**

Per: 
Prof. Dr. Neng-Shu Yang
President

Date: 2021. 7. 14

Per: 
Prof. Dr. Shi-Chang Tseng
Dean
Office of International Affairs

Date: July, 13, 2021