

26th October 2011

UNIVERSITY OF ESSEX, UK

And

**NATIONAL UNIVERSITY OF TAINAN,
TAIWAN**

And

**NATIONAL CHENG KUNG UNIVESITY,
TAIWAN**

And

**NATIONAL CHUNG CHENG UNIVERSITY,
TAIWAN**

And

**NATIONAL PINGTUNG UNIVERSITY OF
SCIENCE AND TECHNOLOGY, TAIWAN**

And

**NATIONAL UNIVERSITY OF KAOHSIUNG,
TAIWAN**

And

**NATIONAL YUNLIN UNIVERSITY OF
SCIENCE AND TECHNOLGY, TAIWAN**

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM is made on 26th October, 2011

BETWEEN:

- (1) **THE UNIVERSITY OF ESSEX**
Wivenhoe Park, Colchester, CO4 3SQ, UK (“UoE”);
and
- (2) **NATIONAL UNIVERSITY OF TAINAN, TAIWAN**
33, Sec. 2, Shu-Lin St., Tainan 700, Taiwan (“NUTN”)
- (3) **NATIONAL CHENG KUNG UNIVESITY, TAIWAN**
No.1, University Road, Tainan 701, Taiwan (“NCKU”)
- (4) **NATIONAL CHUNG CHENG UNIVERSITY, TAIWAN**
168 University Road, Minhsiung, Chiayi County 62102, Taiwan (“CCU”)
- (5) **NATIONAL PINGTUNG UNIVERSITY OF SCIENCE AND TECHNOLOGY, TAIWAN**
1, Shuefu Road, Neipu, Pingtung 912, Taiwan (“NPUST”)
- (6) **NATIONAL UNIVERSITY OF KAOHSIUNG, TAIWAN**
700, Kaohsiung University Rd., Nanzih District, 811, Kaohsiung, Taiwan (“NUK”)
- (7) **NATIONAL YUNLIN UNIVERSITY OF SCIENCE AND TECHNOLGY, TAIWAN**
123, University Road, Section 3, Douliou, Yunlin 64002, Taiwan (“YunTech”)

NUTN, NCKU, CCU, NPUST, NUK, and YunTech are hereafter referred jointly as the “Partners” and each individually as a “Partner”. The UoE and the Partners are referred jointly as the “Parties” and each individually as a “Party”.

WHEREAS

1 Preamble

- 1.1 This Memorandum of Understanding (MOU) is intended to establish a broad-based academic Alliance between UoE and each of the Partners, devoted to activities that promote co-operation and positive relations between UoE and the Partners to their mutual benefit.

- 1.2 The MOU is intended to create, foster, and sustain an institution-wide relationship between UoE and each of the Partners. It seeks to facilitate and enable academics and students at both institutions to collaborate in educational, scholarly, research, and professional activities and aims to create an international profile for its various activities.
- 1.3 This MOU is a statement of intent which sets forth the general basis upon which the Parties wish to proceed; no contract will arise as to the subject matter hereof unless and until an agreement regarding each or any objective is negotiated, approved, executed and delivered by the Parties. Nothing in this MOU shall be construed as creating a legal relationship between the Parties.
- 1.4 The purpose of this MOU is to enable the Parties to pursue the Objectives and areas of cooperation as set out below.

2 Objectives and Areas of Cooperation

- 2.1 UoE and each of the Partners agree to facilitate discussions in good faith in relation to the following.
- 2.1.1 The admission of students to programmes of study;
 - 2.1.2 The general exchange of students, researchers, and members of academic staff;
 - 2.1.3 The exchange of administrative managers/coordinators, and other administrative and professional staff;
 - 2.1.4 Collaboration on research activities of mutual interest;
 - 2.1.5 Jointly developed and delivered curricula;
 - 2.1.6 Applications for external funding to support activities falling under the MOU;
 - 2.1.7 Joint academic meetings, workshops, conferences and other events;
 - 2.1.8 The exchange of information, publications, and materials for academic purposes;
 - 2.1.9 Special short-term academic programmes;
 - 2.1.10 Academic, educational and professional development activities;
 - 2.1.11 Joint cultural programmes;
 - 2.1.12 Such additional activities as may be identified and agreed in writing by the Parties.

3 Mutual assistance

- 3.1 The terms of such mutual assistance and any necessary budget for specific activities relating to Section 2 of the Memorandum shall be mutually discussed and agreed upon in writing by UoE and the Partner or Partners concerned prior to the initiation of these activities and programmes.
- 3.2 The terms of specific activities relating to Section 2 shall be negotiated on an annual basis.

4 Scope of the Cooperation

The areas of cooperation include, subject to mutual consent, any programme offered at any Party as felt desirable and feasible by Parties, and the Parties feel contributes to the fostering and development of the cooperative relationships between the UoE and each of the Partners.

The assistance to be provided by UoE and each Partner will be in the areas of teaching, the academic curriculum, research, exchange of faculty, students, and administrative/professional staff, staff development, as described in the Objectives and Areas for Cooperation.

5 Costs

- 5.1 The Parties agree that each shall bear their own costs for any work under this MOU, save and except as agreed in writing between the concerned Parties. For the avoidance of doubt, each Party shall meet the travel, accommodation and subsistence costs of their own staff involved in visits associated with this MOU.

6 Confidentiality

- 6.1 The Parties shall keep confidential and not disclose to any person or institution or organisation any confidential information acquired by the Parties in connection with this MOU unless such information is already in the public domain, is required to be disclosed by law or any legal or regulatory authority, or the other party has previously received the prior written consent of the party for its disclosure.
- 6.2 The obligations of the Parties under this clause 6 shall continue following the expiry or termination of this MOU.
- 6.3 Each of the Partners acknowledges that UoE is subject to the requirements of the Freedom of Information Act 2000 (as amended from time to time) (the "FOIA") and the Partners agree they shall cooperate and provide all necessary assistance as may be reasonably requested by UoE (at UoE's expense) to enable UoE to comply with its obligations under the FOIA, including but not limited to, providing UoE with such information in its possession or power as may be reasonably requested in order for UoE to comply with its obligations under the FOIA.

7 Intellectual Property

- 7.1 Any intellectual property rights owned by each of the Parties before the date of this MOU and during the term of this MOU will remain the property of that Party. Nothing

contained in this MOU will affect the absolute ownership rights of any Party in such Party's intellectual property rights. For the avoidance of doubt, no licences are granted under this MOU.

- 7.2 In the event that any Party wishes to use the name and/or logo of another Party for any purposes, including without limitation for the purposes of marketing or recruitment, such Party shall obtain the written consent of the other Party in advance of such use.
- 7.3 No Party shall publish any marketing material relating to this MOU without the prior written consent of the other Parties and undertakes that the wording for any marketing materials shall be agreed jointly between the Parties prior to its use.

8 General

- 8.1 No person who is not party to this MOU shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this MOU but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 8.2 This MOU is governed by English law. The Parties hereby submit to the non-exclusive jurisdiction of the English Courts.

9 The Understanding

- 9.1 Proposals under this Agreement will be submitted through liaison officers designated by each Partner to assure conformity with the Objectives.
- 9.2 The liaison officer at the UoE shall be:
Name: Professor Martin Henson
Position: Dean of International Development
Address: c/o School of Computer Science and Electronic Systems, University of Essex, Wivenhoe Park, Essex CO4 3SQ, UK
Telephone: +441206872341; +441206874520; +447540669213
Fax: +441206872684
Email: hensm@essex.ac.uk
- 9.3 The liaison officer at NUTN shall be:
Name: Professor Chang-Shing Lee
Position: Dean of Research and Development Office
Address: Dept. of Computer Science and Information Engineering, National University of Tainan, Tainan, 700, Taiwan
Telephone: +88662133111 ext. 140
Fax: +88663017009
Email: leecs@mail.nutn.edu.tw

- 9.4 The liaison officer at NCKU shall be:
Name: Professor Weng-Sing Hwang
Position: Vice President for R&D
Address: No.1, University Road, Tainan City 701, Taiwan
Telephone: +88662757575 ext. 50901
Fax: +88662766464
Email: wshwang@mail.ncku.edu.tw
- 9.5 The liaison officer at CCU shall be:
Name: Professor Yeau-Ren Jeng
Position: Vice President
Address: 168 University Road, Ming-Hsiung, Chia-Yi 621, Taiwan
Telephone: +88652720411 ext. 16000
Fax: +88652720589
Email: imeyrj@ccu.edu.tw
- 9.6 The liaison officer at NPUST shall be:
Name: Professor Henry H. H. Chen
Position: Dean of Office of International Affairs
Address: 1, Shuefu Road, Neipu, Pingtung 912, Taiwan
Telephone: +88687703202 ext. 6215
Fax: +88687702226
Email: oia@mail.npust.edu.tw
- 9.7 The liaison officer at NUK shall be:
Name: Professor Jong-Jy Shyu
Position: Dean of The Office of R&D
Address: 700, Kaohsiung University Rd., Nanzih District, 811. Kaohsiung, Taiwan
Telephone: +88675919236
Fax: +88675919374
Email: jshyu@nuk.edu.tw
- 9.8 The liaison officer at YunTech shall be:
Name: Professor Chuan-Yu Chang
Position: Dean of Research and Development Office
Address: 123, University Road, Section 3, Douliou, Yunlin 64002, Taiwan
Telephone: +88655342601 ext.4337
Fax: +88655312170
Email: chuanyu@yuntech.edu.tw

- 9.9 The terms and scope of further academic proposals will be described in individual contracts, which will be prepared subsequent to this Agreement and signed by the Parties concerned and exchanged prior to commencement.

10 Commencement and Duration

- 10.1 This MOU commences on the date of signature by the appropriate officers of all Parties (the "**Date of Commencement**").
- 10.2 This MOU shall remain in force for a period of 3 years from the Date of Commencement. It may be further extended or amended with the written agreement of the Parties. This MOU may be terminated by any Party subject to the delivery of six months advance notice, in writing.

SIGNED BY

For and on behalf of

The **UNIVERSITY OF ESSEX**

.....

Name: Professor Colin Riordan

Position: Vice Chancellor

Dated 22/12/11

SIGNED BY

For and on behalf of

The **NATIONAL UNIVERSITY OF TAINAN**

.....

Name: Professor Hsiu-Shuang Huang

Position: President

Dated Oct. 26 2011

SIGNED BY

For and on behalf of

The **NATIONAL CHENG KUNG UNIVESITY**



Name: Professor Hwung-Hweng Hwung

Position: President

Dated10/27/2011.....

SIGNED BY

For and on behalf of

The **NATIONAL CHUNG CHENG UNIVERSITY**



Name: Professor Jyh-Yang Wu

Position: President

Dated11/10/2011.....

SIGNED BY

For and on behalf of

The **NATIONAL PINGTUNG UNIVERSITY OF SCIENCE AND TECHNOLOGY**



Name: Professor Yuan-Kuang Guu

Position: President

DatedNov. 01, 2011.....

SIGNED BY

For and on behalf of

The **NATIONAL UNIVERSITY OF KAOHSIUNG**



Name: Professor Ing-Chung Huang

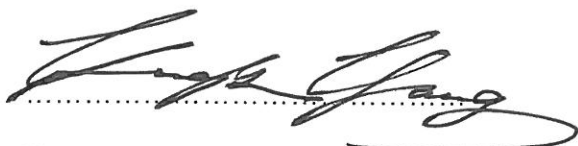
Position: President

Dated *Nov. 02, 2011*

SIGNED BY

For and on behalf of

The **NATIONAL YUNLIN UNIVERSITY OF SCIENCE AND TECHNOLOGY**



Name: Professor Yeong-Bin Yang

Position: President

Dated *Oct. 27, 2011*