



MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITI PUTRA MALAYSIA

AND

NATIONAL YUNLIN UNIVERSITY OF SCIENCE AND TECHNOLOGY

UNIVERSITI PUTRA MALAYSIA (hereinafter referred to as "UPM"), an institution of higher learning established under the Universities and University Colleges Act 1971 [Act 30] of Malaysia whose address is at 43400 UPM, Serdang, Selangor Darul Ehsan, Malaysia and shall include its lawful representatives and permitted assigns;

AND

NATIONAL YUNLIN UNIVERSITY OF SCIENCE AND TECHNOLOGY (hereinafter referred to as (NYUST), a university established under the laws of Taiwan, and having its address at 123 University Road, Section 3, Douliou, Yunlin 640301, Taiwan, R.O.C. and shall include its lawful representatives and permitted assigns;

(UPMM and NYUST hereinafter referred to singularly as "the Party" and collectively as "the Parties"),

WHEREAS

A. UPM is an established University which strives to enhance and strengthen its research "and development and has taken various initiatives to complement its educational excellence and has entered into various collaborative arrangements with other parties to enhance networking;

B. NYUST has interest in its endeavoring to increase their cooperation and collaboration in education, and are desirous in facilitating and enhancing academic cooperation; and

C. The Parties are desirous of entering into this Memorandum of Understanding to declare their respective intentions and to establish a basis of co-operation and collaboration between the Parties upon the terms as contained herein,

HAVE REACHED AN UNDERSTANDING as follows:

ARTICLE I

OBJECTIVE

The Parties, subject to the terms of this Memorandum of Understanding and the laws, rules, regulations and national policies from time to time in force in each Party's country, will endeavor to strengthen, promote and develop research co-operation between the Parties on the basis of equality and mutual benefit.

ARTICLE II

AREAS OF COOPERATION

1. Each Party will, subject to the laws, rules, regulations and national policies from time to time in force, governing the subject matter in their respective countries, endeavor to take necessary steps to encourage and promote co-operation in the following areas:

- a) exchange of faculty and students between institutions;
- b) explore the scholarly collaboration of faculty and graduate students between institutions;
- c) provide opportunities for teacher/lecturer/researcher from both institutions for training purposes;
- d) exchange lectures from various disciplines between the institutions on a short-term basis
- e) carry out joint research programs and journal publication; and
- f) any other areas of co-operation to be mutually agreed upon by the Parties.

2. For the purpose of implementing the co-operation in respect of any areas stated in paragraph 1 the Parties will enter into a legally binding agreement subject to terms and conditions as mutually agreed upon by the Parties including clauses on "protection of intellectual property rights", "confidentiality", "suspension", and "settlement of dispute" as contained in Annexure of this Memorandum of Understanding.

ARTICLE III

FINANCIAL ARRANGEMENTS

1. This Memorandum of Understanding will not give rise to any financial obligation by one Party to the other.
2. Each Party will bear its own cost and expenses in relation to this Memorandum of Understanding.

ARTICLE IV

EFFECT OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding serves only as a record of the Parties' intentions and does not constitute or create, and is not intended to constitute or create, obligations under domestic or international law and will not give rise to any legal process and will not be deemed to constitute or create any legally binding or enforceable obligations, express or implied.

ARTICLE V

NO AGENCY

Nothing contained herein is to be construed so as to constitute a joint venture partnership or formal business organization of any kind between the Parties or so to constitute either Party as the agent of the other.

ARTICLE VI

ENTRY INTO EFFECT AND DURATION

1. This Memorandum of Understanding will come into effect on the date of signing and will remain in effect for a period of FIVE (5) years.
2. This Memorandum of Understanding may be extended for a further period as may be agreed in writing by the Parties.

ARTICLE VII

NOTICES

Any communication under this Memorandum of Understanding will be in writing in the English language and delivered by registered mail to the address or sent to the electronic mail address or facsimile number of UPM or the NYUST, as the case may be, shown below or to such other address or electronic mail address of facsimile as either Party may have notified the sender and shall, unless otherwise provided herein, be deemed to be duly given or made when delivered to the recipient at such address or electronic mail address or facsimile number which is duly acknowledged:

To UPM : Faculty of Science
Universiti Putra Malaysia
43400 UPM Serdang, Selangor
MALAYSIA
(Attn.: Assoc. Prof. Dr. Nor Azwady Abd. Aziz)
Tel : (603) 9769 6601
E-mail: dean.science@upm.my

To NYUST : Office of International Affairs
National Yunlin University of Science and Technology,
123 University Road, Section 3, Douliou, Yunlin 640301,
TAIWAN, R.O.C. (Attn: Assoc. Prof. Dr. Wei-Hwa, PAN)
Tel: +886-5-534-2601 ext. 2392
Fax: +886-5-531-7453
E-mail: tdx@yuntech.edu.tw

**** THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK ****

The foregoing record represents the understandings reached between UNIVERSITI PUTRA MALAYSIA and NATIONAL YUNLIN UNIVERSITY OF SCIENCE AND TECHNOLOGY upon the matters referred to therein.

Signed in duplicate aton this 19 day of April in the year 2024 in two (2) original texts in the English language , all texts being equally authentic.

Signed by
for and on behalf of the
**NATIONAL YUNLIN UNIVERSITY
OF SCIENCE AND TECHNOLOGY**


.....
PROF. DR. NENG-SHU, YANG
President, NYUST

Signed by
for and on behalf of the
UNIVERSITI PUTRA MALAYSIA


.....
**DATO' PROFESOR DR. AHMAD
FARHAN MOHD SADULLAH**
Vice Chancellor, UPM

In the presence of:


.....
**ASSOC. PROF. DR. NOR AZWADY
ABD AZIZ**
Dean,
Faculty of Science, UPM

ARTICLE

PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

1. The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations of the Parties and with other international agreements signed by both Parties.
2. The use of the name, logo and/ or official emblem of any of the Parties on any publication, document and/ or paper is prohibited without the prior written approval of either Party.
3. Notwithstanding anything in paragraph 1 above, the intellectual property rights in respect of any technological development, products and services development, carried out-
 - (i) jointly by the Parties or research results obtained through the joint activity effort of the Parties, shall be jointly owned by the Parties in accordance with the terms to be mutually agreed upon; and
 - (ii) solely and separately by the Party or the research results obtained through the sole and separate effort of the Party, shall be solely owned by the Party concerned.

ARTICLE

CONFIDENTIALITY

1. Each party shall undertake to observe the confidentiality and secrecy of documents, information and other data received from or supplied to, the other Party during the period of the implementation of this Memorandum of Agreement or any other agreements made pursuant to this Memorandum of Agreement.
2. For purposes of paragraph 1 above, such documents, information and data include any document, information and data which is disclosed by a Party (the Disclosing party) to the other Party (the Receiving party), prior to, or after, the execution of this Memorandum of Agreement, involving technical, business, marketing, policy, know-how, planning, project management and other documents, information, data and/or solutions in any form, including but not limited to any document, information or data which is designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving party or if orally given, is given in the circumstances of confidence.
3. Both Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this Memorandum of Agreement.

ARTICLE

SUSPENSION

Each Party reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this Memorandum of Agreement which suspension shall take effect immediately after notification has been given to the other Party through diplomatic channels.

ARTICLE

SETTLEMENT OF DISPUTES

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this Memorandum of Agreement shall be settled amicably through mutual consultation and/or negotiations between the Parties through diplomatic channels, without reference to any third party or international tribunal.



KERAJAAN MALAYSIA

IBU PEJABAT
LEMBAGA HASIL DALAM NEGERI MALAYSIA
 MENARA HASIL
 PERSIARAN RIMBA PERMAI
 CYBER 8, 63000 CYBERJAYA
 SELANGOR DARUL EHSAN

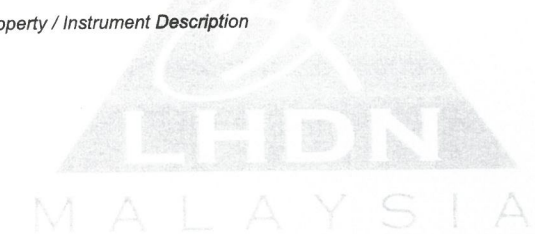
**SIJIL SETEM**

ASAL

STAMP CERTIFICATE

(Sila lekatkan sijil setem ini ke atas surat cara sebagai bukti penyeteman)
 Please attach this stamp certificate to the instrument as evidence of stamping

Cara Bayaran <i>Payment Method</i>	FPX TRANSACTIONS
No. Adjudikasi <i>Adjudication No.</i>	G01E7F8C82XF023
Jenis Surat Cara <i>Type Of Instrument</i>	MEMORANDUM PERSEFAHAMAN SURAT CARA UTAMA
Tarikh Surat Cara <i>Date Of Instrument</i>	19/04/2024
Balasan <i>Consideration</i>	RM 0.00
Maklumat Pihak Pertama / Penjual / Pemberi <i>First Party / Vendor / Transferor / Assignor</i> UNIVERSITI PUTRA MALAYSIA	
Maklumat Pihak Kedua / Pembeli / Penerima <i>Second Party / Purchaser / Transferee / Assignee</i> NATIONAL YUNLIN UNIVERSITY OF SCIENCE AND TECHNOLOGY	
Butiran Harta / Suratcara <i>Property / Instrument Description</i>	



Dengan ini disahkan surat cara ini disetem dan diindors seperti maklumat di bawah:
 This is to certify this instrument is stamped and indorsed as below:

No. Sijil Setem <i>Stamp Certificate No.</i>	B0995A240005507
Tarikh Penyeteman <i>Date of Stamping</i>	02/05/2024
Duti Setem Dikenakan <i>Amount of Stamp Duty</i>	RM 10.00
Penalti <i>Penalty</i>	RM 0.00
Pelarasan <i>Adjustment</i>	RM 0.00
Jumlah Dibayar <i>Total Amount Paid</i>	RM 10.00
Indorsemen <i>Indorsement (Akta Setem 1949)</i>	Seksyen 37

Pemungut Duti Setem

No. Kelulusan Perbendaharaan *Treasury Approval No.* : KK/BSKK/10/600-2/1/2(60)Tarikh Cetak *Printed Date* : 02/05/2024 08:40:09

Pengesahan ketulenan Sijil Setem ini boleh dipastikan di stamps.hasil.gov.my atau melalui aplikasi telefon pintar
 The authenticity of this Stamp Certificate can be verified at stamps.hasil.gov.my or by mobile app
 Ini adalah cetakan komputer dan tidak perlu ditandatangani
 This is a computer generated printout and no signature is required

--- tamat/end ---