

MEMORANDUM OF UNDERSTANDING

BETWEEN

**NATIONAL YUNLIN UNIVERSITY
OF SCIENCE AND TECHNOLOGY
TAIWAN, REPUBLIC OF CHINA**

AND

**MULTIMEDIA UNIVERSITY
MALAYSIA**

This Memorandum of Understanding (MOU) is dated April 28, 2004.

BETWEEN:

MULTIMEDIA UNIVERSITY a Private University registered under the Private Higher Educational Institutions Act 1996 of 63100, Jalan Multimedia, Cyberjaya Selangor (hereinafter referred to as "MMU")

AND

The National Yunlin University of Science and Technology, a national university formed under the Ministry of Education, Republic of China and having its business address at 123, Section 3, University Road, Touliu, Yunlin, Taiwan, Republic of China (hereinafter referred to as "NYUST")

WHEREAS:

1. NYUST is a research institute set up in July, 1991 to promote advanced technological and applied science studies in the Asian region. It also aims at establishing close industry-academia cooperation for the development of global market.
2. MMU is a university with two campuses (Cyberjaya and Melaka) in Malaysia, and provides university-level education and training in the areas of multimedia technology, engineering, information technology, creative multimedia, and business management.
3. The Parties now wish to enter into a series of discussions for the mutual benefit of both Parties, and for purposes more particularly set forth herein.

The Parties hereby agree to the following:

1. **Scope of Understanding:** The provisions stated in this MOU are statements of intent only. This is not a binding agreement between the Parties (save for the confidentiality provisions below), and no such agreement shall exist until both Parties have negotiated, prepared and executed a separate written agreement establishing the binding obligations of the Parties and approved by each Party's Authorities or Board of Directors in relation to specific objectives stated below.

This MOU is intended to establish a basis upon which NYUST and MMU may explore areas for cooperation, and the Parties will also explore cooperation on Engineering, Information Technology and Creative Multimedia. The Parties believe that such endeavors would be in the interest of both Parties, and of the academic activities in the Southeast Asia region at large. In this regard, the Parties agree to discuss and explore the following objectives:

- i) Students and Staff exchange
- ii) To collaborate in the research and development, in particular in the Information Communication and Technology areas.
- ii) Joint MMU-NYUST research and seminar programs
- iii) Joint post-graduate programs

Details of the above mentioned programs shall be negotiated based on mutual consultation and governed by the policies and procedures at each institution.

2. **Contact Persons:** MMU hereby appoints Dr. Tan Sin Leng and NYUST appoints Dr. Hui-Ling Huang to co-ordinate and oversee all discussions between the Parties pursuant to this MOU.
3. **Mutual Expense and Reliance:** Each Party will be responsible for its own expenses during the discussions in connection with this MOU, and all discussions shall be done in good faith for the mutual benefit of both Parties involved. Any action taken in reliance on the understanding expressed in this MOU shall be at the Parties' own risk.
4. **Confidentiality:**
 - a) All information exchanged between Parties in connection with this MOU or during discussions preceding this MOU and relating to this MOU or to any matter contemplated by this MOU, and any discussions held between the Parties are CONFIDENTIAL to them and may not be disclosed to any third party during the period of this MOU or anytime thereafter except :
 - i) with the written consent of the other Party;
 - ii) if required by law to be disclosed;

- iii) in connection with legal proceedings by authority of a court of competent jurisdiction; or
- iv) if the information is or becomes generally and publicly available but not as a result of breach by either Party and/or the employees of its respective subsidiaries, parent or related companies as aforesaid, of its obligations under this MOU.

b) The obligation of confidentiality herein shall survive the termination of this MOU and remain binding on the Parties without limitation of time.

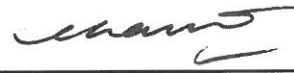
5. **Implementation and Termination:** This MOU will come into effect on the day on which it is signed by both Parties. It will continue for a period of Three Years, thereafter the MOU may be extended for a further period by written *agreement* between both Parties.
6. **Limitation of Liability:** In no event shall either Party be liable to the other for any damages whatsoever including, without limitation, direct, indirect, speculative, incidental, special or consequential damages in connection with performance under this MOU.
7. **Modifications:** No variations, modification or alteration of any provisions of this MOU shall be effective unless made with the prior written agreement of the Parties.
8. **Governing Law and Jurisdiction:** This MOU and any final agreement entered pursuant to this MOU shall be governed by and construed in accordance with the laws of Malaysia and Taiwan. Any dispute controversy or claim arising out of or relating to this MOU or the breach, termination or invalidity thereof, shall be decided and finally resolved by arbitration by one arbitrator in accordance with the Arbitration Rules of Singapore International Arbitration Centre ("SIAC Rules"). The language to be used in the arbitration proceedings shall be English.

SIGNED BY:



Name: Dr. Tsong-Ming Lin
President
National Yunlin University of
Science and Technology

SIGNED BY:



Name: Professor Ghauth Jasmon
President
Multimedia University

WITNESSED BY:



Name: Dr. Jung-Chuan Chou
Chief Secretary
The National Yunlin University of
Science and Technology

WITNESSED BY:



Name: Dr Tan Sin Leng
Director
Internationalisation and
Institutional Collaboration Unit
Multimedia University

Date: April 28, 2004