



MEMORANDUM OF UNDERSTANDING

BETWEEN

SYIAH KUALA UNIVERSITY

AND

**NATIONAL YUNLIN UNIVERSITY OF
SCIENCE AND TECHNOLOGY**

DATE: AUGUST 2017

SYIAH KUALA UNIVERSITY (hereinafter referred to as "**Unsyiah**", an institution of higher learning established under The Decree of The Indonesian Ministry of Higher Education and Science No. 11 of 1961, whose address is at Jl. Teuku Nyak Arief, Darussalam 23111, Banda Aceh, Indonesia and shall include its lawful representatives and permitted assigns of the second part;

AND

National Yunlin University of Science and Technology (hereinafter referred to as "**YunTech**"), a university established under the laws of Taiwan, whose address is at 123, University Road, Section 3, Douliou, Yunlin 64002, Taiwan, and shall include its lawful representatives and permitted assigns of the first part;

Unsyiah and **YunTech** shall be individually referred to as "the Party" and collectively as "the Parties."

NOW, THEREFORE, The Parties conclude this Memorandum of Understanding:

Article 1

Scope and Fields of Academic Cooperation

1. The Parties hereby agree to implement within the framework of the rules and regulations applicable in each of the institutions and subject to availability of funds and resources, the following programmes and activities, which may include, but not limited to:
 - a) joint activities and programs in other areas of mutual interest, where such sharing shall result in benefit to both Parties;
 - b) student and/or academic and administrative staff exchanges;
 - c) exchange of publications, reports and other academic materials and information;
 - d) collaborative research activities;
 - e) sharing of other activities and programmes in areas of mutual interest, where such sharing shall result in benefit to both Parties.
 - f) inviting each other, when appropriate, to participate in scientific discussions, visits and conferences; and
 - g) assisting each other in the relevant activities of research centers within respective institution.
2. It is agreed that the terms and conditions of any agreed programmes and activities contemplated in this MoU shall be the subject matter of separate written agreements to be negotiated and agreed upon by both Parties and/or any third parties, wherever applicable, provided that the decision whether to initiate

and/or implement any programmes or activities shall be at the sole discretion of each Party.

3. The Parties agree to designate, on behalf of each institution, a coordinator whose responsibility will be to supervise the execution of this MoU and to draw up programmes or activities to be implemented under this MoU, setting out specific provisions concerning the exchange programmes, budget requirements and details of funding.

Article 2 Financial Arrangement

The Parties acknowledge that in the absence of any specific agreement in writing to the contrary, each Party will be responsible for its own costs and expenses in establishing and conducting programmes and activities contemplated under this MoU, including without limitation its own costs and expenses in travel and accommodation.

Article 3 Joint Property

1. The Parties agree that any intellectual property rights arising from or in connection with any programme or activity under this MoU, through and by the joint and collaborative efforts of both Parties shall be jointly owned and subject to any other terms and conditions as may be agreed upon in writing.
2. Both Parties shall acknowledge one another in any form of writing, publication or presentation based on research derived from the cooperative efforts of both Parties under this MoU, unless otherwise mutually agreed upon in writing by the Parties.

Article 4 Confidentiality

1. Each Party shall at all times undertake to observe the secrecy of confidential information or data that may be exchanged, acquired or shared in connection with any programme or activity conducted pursuant to this MoU where the same is already in public domain.
2. The Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this MoU.

Article 5

Duration and Termination

1. This MoU shall take effect on and from the date of execution of this MoU and shall continue to be effective for a period of five (5) years and may be extended for such further period as may be agreed by the Parties in writing.
2. Notwithstanding Article 5 paragraph 1 above, this MoU may be terminated by either Party by giving written notice to the other at least six (6) months prior to the proposed date of termination.
3. Notwithstanding Article 5 paragraph 2 above, the provisions of this MoU or any other written agreements in respect of any on-going exchange programme or any other forms of cooperative activities under this MoU shall continue to apply until their completion unless both Parties mutually agree in writing to the earlier termination of the programme or cooperative activities.

Article 6

Notices

Any communication under this MoU shall be in writing in the English language and delivered by registered mail to the address or sent to the electronic mail address of **YunTech** or **Unsyiah**, as the case may be, shown below or to such other address or electronic mail address 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 which is duly acknowledge:

- (a) If to UNSYIAH : Jl. Teuku Nyak Arief, Darussalam 23111, Banda Aceh,
Indonesia
Attn : Dr. Muzailin Affan, M.Sc
Head of Office of International Affairs
E-mail : ipo@unsyiah.ac.id
- (b) If to YunTech : 123, University Road, Section 3, Douliou, Yunlin 64002, Taiwan
Attn. : Prof. Tseng, Shi-Chang
Dean of Office of International Affairs
E-mail : tdx@yuntech.edu.tw

Article 7 Miscellaneous

1. This MoU may be modified, varied or amended at any time after due consultation and with written agreement of both Parties.
2. The Parties acknowledge that all visits or exchange of staff members, students or administrators will be subject to compliance with the entry and visa regulations of Taiwan and Indonesia and with the respective Party's requirements with respect to staff member and student visits.
3. This MoU is not intended to be legally binding. It merely expresses the intentions and understanding of the Parties which will form the basis of any legally binding agreement to be drafted and executed in the future.
4. The Parties hereby agree that they are not bound exclusively by this MoU and shall be at liberty to enter into any separate agreements or arrangements with any third party without reference to the other Party.

IN WITNESS WHEREOF, this MoU has been duly signed in duplicate in four (4) original texts in the English language, all texts being equally authentic.

Signed for and on behalf of
Syiah Kuala University


PROF. DR. IR. SAMSUL RIZAL, M. Eng
Rector

DATE: AUGUST 20, 2017

Signed for and on behalf of
**National Yunlin University of Science
and Technology**


PROF. YANG, NENG-SHU
President

DATE: 2017.10.16