

Memorandum of Agreement for Academic Cooperation

Between

**NATIONAL YUNLIN UNIVERSITY OF SCIENCE AND
TECHNOLOGY**

(hereinafter referred to as “YunTech”)



And

UNIVERSITI SAINS MALAYSIA

(hereinafter referred to as “USM”)



YunTech established in Yunlin, Taiwan, and USM established in Penang, Malaysia (each a "Party" and collectively, the "Parties"), develop the relationship between YunTech and USM, enter into this Memorandum of Agreement for Academic Cooperation ("Agreement") and hereby agree as follows:

Article 1 Basic Objectives of Agreement

1. The Parties will endeavor to assist and support each other in the collaboration for the following projects that will mutually benefit both Parties:-
 - (a) general academic collaboration including the exchange of educational resource materials and joint research publications;
 - (b) development and implementation of staff (academic/ administration/ sabbatical) and/or students (undergraduates and postgraduates) exchange programs;
 - (c) identification of special short-term academic programs (e.g. seminars, workshops, and training), projects, and research collaborations; and
 - (d) any other projects that shall be mutually identified and agreed upon by both parties at a later stage.
2. In achieving the objectives of this Agreement, the Parties shall work on the basis of reciprocity within the parameters of their respective laws, constitution, regulations, and/or policies.
3. This Agreement stipulates the basic terms and conditions in the meantime for some specific collaborative activities stated as Articles 2 to 4. Any and all matters not provided herein shall be settled by consultation between the Parties, if necessary. Details of these specific cooperative programs shall be set forth in a separate document and will contain both programmatic and financial agreements.

Article 2 Joint Research Rublications

1. The Parties agree to promote joint publications on information technology research and other areas of shared interest.
2. In the event that the Parties agree to jointly prepare a publication of the results of a research project in a mutually acceptable scientific journal the Parties shall:
 - (a) jointly draft such publication through the research representatives;
 - (b) prepare such publication within a mutually agreed upon time following

completion of the research project; and

(c) have such joint publication reviewed and approved by both Parties prior to submission of the article to the agreed-upon scientific journal. Except by mutual consent, neither Party shall release or otherwise transfer any of the results from the research project to any third party or the public prior to the date on which such joint publication will be released.

(d) The initial publication and any public disclosures namely presentations, abstracts, etc., shall require the approval of both Parties.

3. The authorship of joint publications shall be based on academic standards and customs.
4. The authors of both Parties shall enjoy copyright upon completion of the joint publication.
5. Moral rights in joint publications may not be exercised without the consent of all the joint authors. A joint author shall not refuse consent without a legitimate reason.
6. All papers resulting from the student's dissertation will be published with the names of all supervisors and both universities.
7. The Parties agree to work cooperatively to publish the results of each collaboration project in a joint paper in an appropriate peer-reviewed journal.

Article 3 Short-Term Administrative/Faculty Exchange or Visiting

1. Both Parties intend to develop cooperative research in areas of mutual interest.
2. Exchange faculty will be nominated by the home institution after consultation with the host institution and shall be full-time faculty or research staff of the home institution. The length of each visit will be negotiable between both Parties. Each host institution will determine whether recommended faculty members are acceptable.
3. Exchange faculty are categorized into visiting faculty and visiting scholars.
 - 3.1 Visiting faculty could perform teaching duties formally approved by the host institution.
 - 3.2 Visiting scholars are individuals whose primary purpose is to conduct

research and/or lectures.

3.3 Visiting scholars shall be invited by the other institution's faculty members to teach courses and/or give single or occasional lectures.

4. Visiting faculty and scholars may receive a salary from their home institution. They will not be compensated financially by the host institution unless the host institution has explicitly agreed to provide financial compensation as part of a specific arrangement.
5. Expenses for round-trip air travel, board, and health insurance shall be the responsibility of the home institution or the exchange participant unless alternative arrangements have been made and agreed upon by both Parties beforehand.
6. Visiting faculty and scholars shall be responsible for obtaining any necessary visas and otherwise complying with all immigration laws and regulations of the country of the host institution. The host institution shall cooperate in such efforts; but shall not have any responsibility to assure the granting of any visas, permits, or approvals.
7. Visiting faculty and scholars will be required to abide by the rules and regulations of the host institution and the laws of the host government.
8. Details of specific joint research programs or any cooperative programs shall be set forth case by case in a separate document which shall contain programmatic and financial arrangements copying rights or other intellectual property rights.
9. Exchange participants are expected to study and work according to a mutually agreed-upon plan for professional improvement and research. Specific arrangements for special facilities, laboratories, local research, and the like shall be agreed upon by the Parties in advance.

Article 4 Jointly Organized Training Workshops

1. Each Party will designate in writing a workshop coordinator to act as the primary contact with respect to the provision of the services and the resolution of disputes under this Agreement.
2. Each Party hereto may treat an act of a coordinator of the other Party hereto which is consistent with the provisions of this Agreement as being authorized by such other Party without inquiring behind such act or ascertaining whether such

coordinator had the authority to so act; provided, however, that no such coordinator shall have authority to amend this Agreement.

3. Both Parties shall advise each other promptly (in any case no more than three Business Days) in writing of any change in their respective Coordinator, setting forth the name of the replacement, and stating that the replacement Coordinator is authorized to act for such Party.
4. All expenses for the workshop shall be the responsibility of the host institution.

Article 5 Co-operative Work

Nothing shall diminish the full autonomy of either institution nor will any constraints be imposed by either upon the other in carrying out the Agreement.

Should either Party find, in the development of, or delivery of a specific program that circumstances in respect to the availability of personnel or resources make it impossible for that Party to complete the program as envisaged, the collaborating Party shall not make demands that are deemed unreasonable by either Party. Both Parties will work co-operatively to provide the most appropriate solution to any specific situation.

Article 6 Contact Persons

Each Party shall send communications or notices pertaining to this Agreement to the other Party at the relevant address set forth below or to such other address designated by that other Party through written notice.

National Yunlin University of Science and Technology:	Dr. Bo Hsiao, Professor Department of Information Management Mailing Address: 123, University Road Section 3, Touliu, Yunlin, Taiwan, Phone: +886-5342601#5300 Email: bhsiao@yuntech.edu.tw
Universiti Sains Malaysia:	Dr. See Kok Fong, Associate Professor School of Distance Education Mailing Address: School of Distance Education, Universiti Sains Malaysia, 11800 Pulau Pinang, Malaysia Phone: +6046534576 Email: kfsee@usm.my

Article 7 Validity, Termination, Modification

This Agreement shall be effective for two (2) years from the date of the last signature. This Agreement may be renewed upon the mutual agreement of the Parties and such renewal shall be made in writing and signed by the Parties.

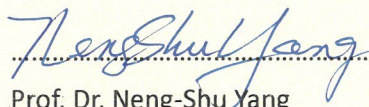
Any termination must take into account any pending (staff-/faculty) exchanges and/or pending collaborative projects.

Article 8 Final Provisions

1. Both Parties may terminate this Agreement by a written notice of the intent at least six (6) months prior to the termination date.
2. Changes to this Agreement can be carried out in the form of written amendments numbered in ascending order which become its part after being signed by both Parties.
3. No financial obligations towards the other Party result from this Agreement.
4. This Agreement is executed in four original copies written in English, all of which shall be equally valid, and each of the Parties shall receive two copies thereof.
5. The decisive language is English.
6. The Parties declare that they will try to prevent any misunderstandings and that potential disputes concerning the interpretation of the contents of this Agreement or other questions arising from the Agreement will be resolved exclusively by mutual negotiations of all Parties.
7. The Parties declare that they have read this Agreement prior to its signing, they have understood its contents and it has been concluded after mutual negotiations according to the parties' true and free will, seriously and comprehensibly, without any errors and not in distress or under conspicuously unfavorable conditions, and as a sign of their consent with the contents thereof they have voluntarily signed it in their own hand.
8. All electronically scanned and transmitted signatures shall be recognized as original signatures.

On behalf of

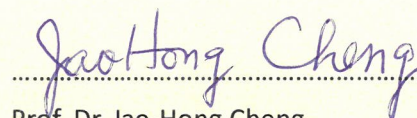
National Yunlin University of Science and
Technology



Prof. Dr. Neng-Shu Yang
President

Date: 2023, 8, 17

Witnessed by:

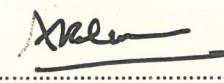


Prof. Dr. Jao-Hong Cheng
Dean
College of Management

Date: 15 AUG 2023

On behalf of

Universiti Sains Malaysia



Prof. Dato' Ir. Dr. Abdul Rahman Mohamed,
FASc
Vice-Chancellor

Date: 2023, 7, 11

Witnessed by:



Associate Professor Dr. Zulnadi Yaacob
Dean
School of Distance Education

Date: 2023, 7, 11