



MEMORANDUM OF ACADEMIC COLLABORATION

BETWEEN

NATIONAL YUNLIN UNIVERSITY OF SCIENCE AND TECHNOLOGY, TAIWAN

AND

UNIVERSITI PUTRA MALAYSIA

This Memorandum of Understanding is made on the 19th day of June 2006.

Between

National Yunlin University Of Science And Technology, a university established under the laws of Taiwan, and having its address at 123 University Road, Section 3, Douliou, Yunlin, Taiwan, R.O.C. of the one part, hereinafter referred to as "NYUST".

And

Universiti Putra Malaysia, a university established under the laws of Malaysia, and having its address at 43400 Serdang, Selangor Darul Ehsan, Malaysia of the other part, hereinafter referred to as "UPM".

WHEREAS

- A. NYUST and UPM have a common interest in their endeavoring to increase their cooperation and collaboration in education.
- B. NYUST and UPM are desirous in facilitating and enhancing academic cooperation by way of this Memorandum of Understanding.

NOW, THE PARTIES AGREE TO STATE THEIR INTENTION TO COLLABORATE WITH EACH OTHER BY WAY OF FOLLOWING UNDERSTANDINGS:

1. Area of Collaboration

NYUST and UPM intent to collaborate with each other in pursuing academic cooperation and activities which include:

- a. exchange of teaching and research personnel:
- b. exchange of administrative and other personnel:
- c. exchange of students:
- d. collaboration in research projects:
- e. exchange of academic publication data and information.

2. Principles of Respect

NYUST and UPM on the principles of respect for each other regulation and system and subject to any other requirement imposed by any laws and relevant government, agencies of both countries, agree to carry out the cooperation and activities enumerated in paragraph 1 above through and after mutual consultation in writing.

3. Financial and Funding

NYUST and UPM further understand with each other that each parties, in any cooperative activities and collaboration so enumerated herein will preliminary be responsible in funding and supporting financially its own involvement in those activities

4. Duration of Memorandum of Understanding

This Memorandum of Understanding shall be valid for a period of 5 years from the date of the execution of this Memorandum and shall be automatically extended for another period of 5 years at a time.

5. Termination of Memorandum of Understanding

Notwithstanding anything in paragraph 4 above, either party in Memorandum of Understanding may terminate this Memorandum of Understanding by giving the other party six months notice of its intention to terminate this Understanding.

6. Notices

Correspondence and notice under this Memorandum of Understanding shall be in writing and send to :

If to NYUST

Office of International Affairs
National Yunlin University of Science and Technology
123 University Road, Section 3, Douliou
Yunlin, Taiwan, R.O.C.

Tel : 886-5-534-2601 ext. 2505
Fax : 886-5-531-2064
Email : tdx@yuntech.edu.tw

If to UPM

International Relations Office
Universiti Putra Malaysia
43400 Serdang
Selangor, Malaysia

Tel : 603-8946 6007
Fax : 603-8656 3539
Email : iro@admin.upm.edu.my

7. Mutual Trust

- a) In entering the Memorandum of Understanding the parties recognized that it is impracticable to make provision for every contingency that may arise and that both parties hereby declare it is to be the intention of the parties that this Memorandum of Understanding to operate between them with fairness and without detriment to the interest of either party.
- b) Matters no specifically provided herein shall be decided in good faith through mutual consultation and sincerity between the parties hereto.
- c) The parties herein agree to use their endeavour to ensure the success of the Memorandum of Understanding in the spirit it is entered into.

8. **Miscellaneous**

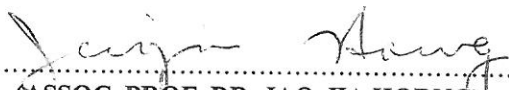
- a) This Memorandum of Understanding shall not be bending on the parties and nothing in this Memorandum of Understanding shall be deemed to constitute a partnership between the parties or constitute any parties hereto as agent to another for any purpose whatsoever and nothing in this Memorandum of Understanding constitutes an authorization for NYUST enter any transaction behalf of UPM, vice versa.
- b) Should be any legal disputes, this Memorandum of Understanding shall be governed by the laws of Malaysia and Taiwan.
- c) Neither parties may assigned this Memorandum of Understanding, whether in part or as a whole to a third parties
- d) This Memorandum of Understanding is in English Language only, with a copy of equal validity for each University

IN WITNESS WHEREOF the parties hereto have executed this Memorandum of Understanding the day and the year first above stated.

Signed for and on behalf of **NATIONAL YUNLIN UNIVERSITY OF SCIENCE AND TECHNOLOGY, TAIWAN**


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(**PROF. DR. TSONG-MING LIN**)
Rector

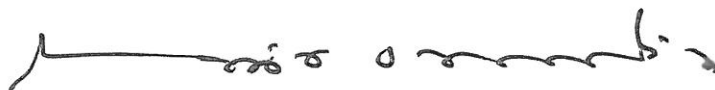
In the presence of:


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(**ASSOC. PROF. DR. JAO-JIA HORNG**)
Director, Emergency Response Information Center

Signed for and on behalf of **UNIVERSITI PUTRA MALAYSIA**


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(**PROF. DR. NIK MUSTAPHA R. ABDULLAH**)
Vice Chancellor

In the presence of:


.....
(**PROF. DR. MAD NASIR SHAMSUDIN**)
Dean, Faculty of Environmental Studies