



MEMORANDUM OF UNDERSTANDING

BETWEEN

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

AND

UNIVERSITY OF CYBERJAYA, MALAYSIA

**CONCERNING
SCIENTIFIC RESEARCH AND TECHNOLOGY COOPERATION**

THIS MOU (“MOU”) is made on the xx day of xx 2022

BETWEEN

University of Cyberjaya, Malaysia incorporated under the laws of Malaysia, company number DOU53(B), whose registered office/ principal place of business is at Persiaran Bestari, 63000 Cyberjaya, Selangor, Malaysia; and for the purpose of this MOU represented by **CENTRE FOR RESEARCH AND GRADUATE STUDIES (CRGS)** (hereinafter referred to as “UoC” of the one part;

AND

National Yunlin University of Science and Technology is a non-profit public higher education institution officially accredited and recognized by the Ministry of Education, Taiwan with a permanent address at 123 University Rd. Section 3, **Douliou, Yunlin 64002, Taiwan**, and for the purpose of this MOU represented by **OFFICE OF INTERNATIONAL AFFAIRS (OIA)** (hereinafter referred to as “YunTech” of the one part)

(Hereinafter referred to individually as the “Party” and collectively as the “Parties”)

Each Party an “Institution” and both Parties “the Institutions”

In order to strengthen the relationship between Institutions and in order to encourage cooperation between the Institutions in Research Collaboration.

Whereas, UoC and YunTech recognize that their goals and objectives could be attained more efficiently by pooling resources whenever appropriate;

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. SCOPE OF COOPERATION

- a) The cooperation between UoC and YunTech shall generally be in planning and implementing the collaboration research;
- b) The Parties agree that any agreed forms of cooperation and activities contemplated in this MOU shall be the subject matter of separate agreements to be negotiated and agreed upon by both Parties;
- c) The Parties agree that during the implementation of the Project, staff and/or student of both Parties may be attached to the other party upon terms to be mutually agreed upon prior to such attachment.

2. OBLIGATION/RESPONSIBILITY OF THE PARTIES

Subject to any other terms and conditions provided in a separate written agreement, the general obligations and responsibilities of the parties in the implementation of the Project shall be as follows.

UoC and YunTech agree that cooperation shall be carried out through such activities relating to, but not limited to:-

2.1 Identification of Research Priorities for Collaboration

2.2 Joint Research Funding Application

2.3 Student & Staff Exchange and Mobility

2.4 Post-graduate Co-Supervision

2.5 Joint Conferences and Symposia

2.6 Sharing of Research Data

2.7 Promotion and Practice of University Social Responsibility

2.8 Joint Publications

3. FINANCIAL ARRANGEMENTS

3.1 Each Party shall pay its own costs in connection with the preparation of this MOU.

3.2 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.

4. CONFIDENTIALITY

4.1 In connection with this MOU, the Parties hereby agrees to treat all information or data obtained either in writing or otherwise as confidential during and after the expiration of this MOU and shall not transmit such information without the prior written consent of the party giving the information.

5. JOINT PROPERTY

5.1 The Parties agree that any intellectual property rights arising from or in connection with any programme or activity under this MOU particularly in relation to the Project and 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 by the Parties.

5.2 Both Parties shall acknowledge one another in any form of writing, publication or presentation based research derived from the cooperative

efforts of both Parties under this MOU, unless otherwise mutually agreed upon in writing by the Parties.

6. DURATION AND TERMINATION

- 6.1 This MOU shall take effect as of the date first above written and shall continue to be effective for five (5) years there from.
- 6.2 Notwithstanding clause 6.1, this MOU may be extended for any further period upon a mutual written consent of the Parties.
- 6.3 Notwithstanding clause 6.1, either Party reserves the right to terminate this MOU by giving six (6) months written notice to the other Party.
- 6.4 Notwithstanding clause 6.3, the provisions of this MOU shall continue to apply to on-going activities/ programme until their completion unless both Parties mutually agree in writing to the earlier termination of the programme or cooperative activity.

7. MUTUAL TRUST AND COOPERATION

- 7.1 The Parties shall give its fullest cooperation to each other in all matters pertaining to and incidental to this MOU.
- 7.2 The provisions of this MOU are subject to the principles of good faith and all obligations are exercised in conformity with such principles and with the mutual interest of the Parties hereto.
- 7.3 In entering into this MOU the Parties recognise that it is impracticable to make provisions for every contingency that may arise and that the Parties hereby declare that it is their intention that this MOU shall operate between them with fairness and without detriment to the interest of either Party.
- 7.4 Matters not herein provided for shall be decided through mutual consultation with sincerity between the Parties hereto.
- 7.5 During the term of this MOU where an event occurs which hinders or restricts its implementation, the Parties hereto shall use their best endeavours to agree upon such action as may be necessary and equitable to remove the causes of such hindrance or restriction.
- 7.6 The Parties agree and agree with each other that they shall use their best endeavours to ensure that full effect shall be given to the terms of this MOU in the spirit it is agreed.

8. MISCELLANEOUS

- 8.1 This MOU may be modified, varied or amended at any time after due consultation and with the written agreement of both Parties.

- 8.2 The Parties acknowledge that all visits or exchange of staff, students or administrators will be subject to compliance with the entry and visa regulations of Malaysia and Taiwan, with the respective Party's requirements with respect to staff and student visits.
- 8.3 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.
- 8.4 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.

9. NOTICE

- 9.1 Any notice, request or other communication required or permitted hereunder shall be in writing and shall be deemed to have been duly given (a) upon receipt if personally delivered, (b) on the eighth (8) business day after being sent by registered or certified mail, return receipt requested, postage prepaid, or (c) one business day after being sent by facsimile and acknowledged by the other Party, to the Parties at their respective addresses set forth below:

a) UNIVERSITY OF CYBERJAYA

Centre for Research and Graduate Studies
University of Cyberjaya, Persiaran Bestari, 63000 Cyberjaya,
Selangor, Malaysia.
Tel: +603 83137000 ext 7366
Email: grraceng@cyberjaya.edu.my
Attention: Assoc. Prof. Dr Hui Suan Ng (Grrace), Director

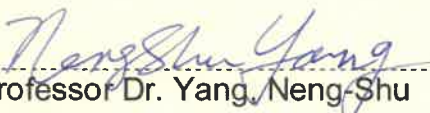
b) NATIONAL YUNLIN UNIVERSITY OF SCIENCE AND TECHNOLOGY

College of Future
National Yunlin University of Science and Technology
123 University Rd. Section 3, Douliou, Yunlin 64002, Taiwan
Tel: +886-5534-2601 ext. 4627
Email: yscheng@yuntech.edu.tw
Attention: Prof. Yu-Shen Cheng

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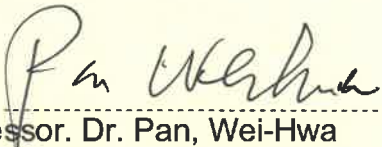
IN WITNESS THEREOF, the Parties have caused this MoU to be executed by their duly authorized representatives.

For and on behalf of
**National Yunlin University of
Science and Technology, Taiwan**
Signature:


Professor Dr. Yang Neng-Shu
President

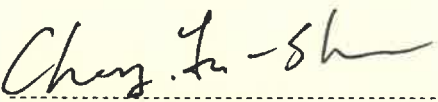
in the presence of:

Signature:

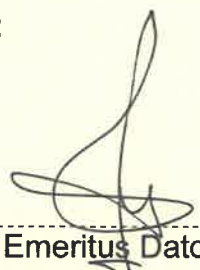

Professor. Dr. Pan, Wei-Hwa
Dean, Office of International Affairs

in the presence of:

Signature:

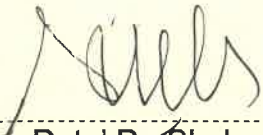

Professor. Dr. Cheng, Yu-Shen
Dean, College of Future

For and on behalf of
University of Cyberjaya, Malaysia
Signature:


Professor Emeritus Dato' Dr.
Mohamad Abd Razak
Vice Chancellor

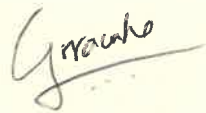
in the presence of:

Signature:


Professor Dato' Dr. Shaharuddin Mohd
Deputy Vice Chancellor, Student
Experiences and Global Engagement

in the presence of:

Signature:


Associate Professor Dr. Ng Hui Suan
Director, Centre for Research &
Graduate Studies