

**MEMORANDUM OF UNDERSTANDING
ON
ACADEMIC AND RESEARCH COOPERATION
BETWEEN
NATIONAL YUNLIN UNIVERSITY, TAIWAN
AND
UNIVERSITY OF SANTO TOMAS, REPUBLIC OF THE PHILIPPINES**

The National Yunlin University, Taiwan, ROC, hereinafter referred to as NYU and the University of Santo Tomas, Republic of the Philippines hereinafter referred to as UST.

Considering their common interest in promoting the mutual cooperation in the area of education and research, both parties, therefore, wish to expand the basis for friendship and co-operative educational exchange and have set forth the following Memorandum of Understanding (MOU).

**Article I
PURPOSE**

The purpose of this MOU is to develop academic and educational co-operation on the basis of equality and reciprocity and to promote relations and mutual understanding between both Universities.

**Article II
SCOPE OF ACTIVITIES**

Both Universities undertake to promote and develop academic co-operation in the following ways:

1. Exchange of academic and administrative staff and students.
2. Co-operation in research and the presentation of its results.
3. Exchange of academic materials, publications and other scientific information.
4. Other educational and academic exchanges to which both universities agree.

**ARTICLE III
FINANCIAL ARRANGEMENT**

1. Both Universities agree that all specific arrangements and plans for activities are to be negotiated and are dependent on the availability of funds.
2. Both Universities agree to seek financial support from national and international organizations for the cooperative activities to be undertaken as stated under the terms of this MOU.

**ARTICLE IV
AGREEMENT OF IMPLEMENTATION**

A detailed description of the scope of activities shall be defined in an Agreement of Implementation, which constitutes an integral part of this MOU.

An Agreement of Implementation will include such items as:

1. Elaboration of the responsibilities of each institution for the agreed upon activity.
2. Schedules for the specific activity.
3. Budgets and sources of financing for each activity.
4. Any other items deemed necessary for the efficient management of the activity.

ARTICLE V
INTELLECTUAL PROPERTY RIGHTS AND PUBLICATIONS

1. The NYU and the UST will share all data and research findings, patent rights, copyrights, and other intellectual property rights to any discoveries, inventions and products resulting from this MOU.
2. Both parties must give written approval for the utilization and publication of the data and research findings.
3. Detailed management of the Intellectual Property Rights and Publication shall be defined in the Agreement of Implementation of each activity.

ARTICLE VI
SETTLEMENT OF DIFFERENCES

The differing viewpoints and interpretations of this MOU shall be settled amicably by mutual consultation or negotiation.

ARTICLE VII
AMENDMENTS, DURATION AND TERMINATION

1. Amendments to this MOU can only be written by mutual consent of the two parties.
2. This MOU shall be in effect from the date of its signing and be valid for the duration of five (5) years from that date, and will be automatically renewed on an annual basis thereafter, unless terminated or replaced with a new MOU.
3. This MOU may be terminated by either party by written notice at least six (6) months in advance. In case the MOU ceases to be in effect on account of termination thereof, the provisions of the Plan of Operation shall be continued to apply to the extent necessary to secure the implementation of existing activities as agreed upon in the Agreement of Implementation.

This MOU is written in English in two (2) copies, both are authentic. As witness to their consent to this MOU, the appropriate authorities hereunto provide their signatures this 5th day of December, Two Thousand Five.

FOR NATIONAL YUNLIN UNIVERSITY



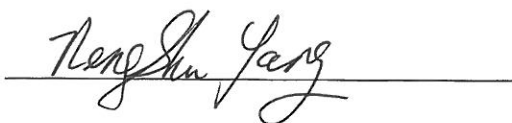
DR. TSONG-MING LIN
President

FOR UNIVERSITY OF SANTO TOMAS



REV. FR. TAMERLANE R. LANA, O.P.
Rector

Signed in the Presence of:



DR. ARMANDO F. DE JESUS
Vice-Rector for Academic Affairs