

MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITI MALAYSIA TERENGGANU

AND

NATIONAL SUN YAT-SEN UNIVERSITY

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the “MoU”) is dated this fifteenth day of October, 2018.

BETWEEN

UNIVERSITI MALAYSIA TERENGGANU a public university established under the Universities and University Colleges Act 1971 whose address is at 21030, Kuala Terengganu (hereinafter referred to as “UMT”), of the one part;

AND

NATIONAL SUN YAT-SEN UNIVERSITY an institution of higher learning established under law of Taiwan whose address is at No. 70, Lienhai Road, Kaohsiung 80424, Taiwan, R.O.C. (hereinafter referred to as “NSYSU”), of the other part.

UMT and NSYSU shall hereinafter refer to singularly as “the Party” and collectively as “the Parties”.

WHEREAS:

- A.** UMT is an established university which strives to enhance and strengthen its academic and research activities and has taken various initiatives to compliment its educational excellence. UMT has entered into various collaborative arrangements with other parties to enhance its research capabilities.
- B.** NSYSU is an established university which has since been a thriving institution of higher learning. There are six colleges: Liberal Arts, Science, Engineering, Management, Marine Sciences, and Social Sciences, and one general education center. Outstanding academic achievements exhibited by many departments have landed NSYSU among the world’s top universities in many academic rankings.

- C. The Parties hereby agree to enter into this MoU to declare their respective intentions and to establish a basis of co-operation and collaboration between the Parties upon the terms as contained herein.

THE PARTIES HAVE REACHED AN UNDERSTANDING as follows:

ARTICLE 1
OBJECTIVE

The Parties, subject to the terms of this MoU and the laws, rules, regulations and national policies from time to time in force in Malaysia – Taiwan, will endeavour to strengthen, promote and develop understanding of biological sciences research and academic co-operation between the Parties on the basis of equality and mutual benefit.

ARTICLE 2
AREAS OF CO-OPERATION

1. Each Party will, subject to the laws, rules, regulations and national policies from time to time in force Malaysia – Taiwan, endeavour to take necessary steps to encourage and promote co-operation in the following areas:
 - (a) Exchange of scholars and researchers;
 - (b) Coordination of such activities as joint research, lectures, and on academic programmes;
 - (c) Exchange of data, documents, and research materials in fields of mutual interest;
 - (d) Student exchange, internships and/or visiting programmes;
 - (e) Facilitate university staff exchanges or mutual visits to both institutions;
 - (f) Any other areas of co-operation to be mutually agreed upon by the parties; and
 - (g) Current collaboration project: Understanding the impact of silicon nutrient on biotic stress reduction and yield improvement of dragon fruit.

2. For the purpose of implementing the co-operation in respect of any areas stated in paragraph 1, the parties will enter into a legally binding agreement subject to terms and conditions as mutually agreed upon by the Parties.

ARTICLE 3
FINANCIAL ARRANGEMENTS

1. This MoU will not give rise to any financial obligation by one Party to other.
2. Any other activities that involve cost and financial implication will be discussed further by the Parties.
3. Exchange and internship students will be waived the registration and tuition fees.

ARTICLE 4
EFFECT OF MEMORANDUM OF UNDERSTANDING

This MoU serves only as a record of the Parties' intentions and does not constitute or create, and is not intended to constitute or create, obligations under domestic or international law and will not give rise to any legal process and will not be deemed to constitute or create any legally binding or enforceable obligations, express or implied.

ARTICLE 5
ENTRY INTO EFFECT AND DURATION

1. This MoU will come into effect on the date of signing and will remain in effect for a period of five (5) years unless terminated by either Party by giving six (6) months notice in writing.
2. This MoU may be extended for a further period of two (2) years subject to mutual agreement in writing by the Parties.
3. The termination of this MoU will not affect the implementation, where practicable, of on-going activities/programs, which have been agreed upon prior to the date of termination of this MoU.

ARTICLE 6
CONFIDENTIALITY

1. Each Party shall undertake to observe the confidentiality and secrecy of documents, information and other data received from or supplied to the other Party during the period of the implementation of this MoU or any other agreements made pursuant to this MoU.
2. For purposes of paragraph 1 above, such documents, information and data including any document, information and data which are disclosed by a Party (the Disclosing party) to the other Party (the Receiving party) prior to, or after, the execution of this MoU, involving technical, business, marketing, policy, know-how, planning, project management and other documents, information, data and/or solutions in any form, and including but not limited to any document, information or data which are designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving party or if orally given, are given in the circumstances of confidence.
3. Both Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this MoU.

ARTICLE 7
INTELLECTUAL PROPERTY RIGHTS

1. The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations of the Parties and with other international agreements signed by both Parties.
2. The ownership of the intellectual property rights in respect of any technological development and any products and services development carried out jointly by the Parties shall be discussed, determined and agreed upon by the Parties.

3. The use of the name, logo and/or official emblem of any of the Parties on any publication, document and/or paper is prohibited without the prior written approval of either Party.

ARTICLE 8
REVISION, MODIFICATION AND AMENDMENT

The Parties may revise, amend or modify all or any part of this MoU by way of a supplementary MoU in writing. Such revision, amendment or modification, if mutually agreed upon, shall come into operation on such date as may be determined by the Parties. Any revision, amendment or modification shall be done without prejudice to the rights and obligations arising from or based on this MoU prior or up to the date of such revision, amendment or modification.

ARTICLE 9
NO AGENCY

Nothing contained herein is to be construed so as to constitute a joint venture partnership or formal business organization of any kind between the Parties or so to constitute either Party as the agent of the other.

ARTICLE 10
SETTLEMENT OF DISPUTES

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this MoU shall be settled amicably through mutual consultation and/or negotiations between the Parties without reference to any third party or tribunal.

ARTICLE 11
NOTICES

Any communication under this MoU will be in writing in English language and delivered by registered mail to the address or sent to the electronic mail address or facsimile

number of UMT or NSYSU, as the case may be, shown below or to such other address or electronic mail address or facsimile number 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 or facsimile number which is duly acknowledged:

To UMT : Prof. Madya Dr. Amiza Mat Amin
Dean, School of Food Sciences and Technology
Universiti Malaysia Terengganu
21030 Kuala Terengganu
Tel : 09-668 5170/4975
Fax : 09-668 4949
E-mail : ama@umt.edu.my

To NSYSU : Prof. Yu-Chung Chiang
Chairman, Department of Biological Sciences
National Sun Yat-sen University
Tel : 886-7-525-2000 ext 3625
Fax : 886-7-525-3609
E-mail : yuchung@mail.nsysu.edu.tw

[next page is execution page]

IN WITNESS WHEREOF the Parties hereto have executed this MoU in two (2) identical copies to one and same effect on the day and year first above written.

For and on behalf of
UNIVERSITI MALAYSIA TERENGGANU



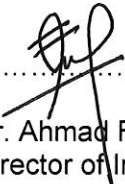
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Prof. Dato' Dr. Nor Aieni binti Haji Mokhtar
Vice Chancellor
Universiti Malaysia Terengganu

For and on behalf of
NATIONAL SUN YAT-SEN UNIVERSITY



.....
Prof. Ying-Yao Cheng
President
National Sun Yat-sen University

In the presence of:



.....
Dr. Ahmad Faisal Bin Mohamad Ayob
Director of International Centre

In the presence of:



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Prof. Chih-Wen Kuo
Vice President for International Affairs