**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**NATIONAL TSING HUA UNIVERSITY, TAIWAN**

**AND**

**[NAME OF UNIVERSITY, COUNTRY]**

This Memorandum of Understanding (MOU) is made between:

National Tsing Hua University (hereinafter referred to as “NTHU”), an institution of higher education headquartered at No. 101, Section 2, Kuang Fu Road, Hsinchu 300044, Taiwan,

and

[Name of University] (hereinafter referred to as “XXX”), an institution of higher education headquartered at [Address of University].

Hereinafter, NTHU and XXX shall be collectively referred to as "the institutions”.

The purpose of this MOU is to promote academic and educational cooperation, and based upon the principle or respect for each other’s independence and mutual benefits, the two institutions will carry out the following activities:

1. Joint research activities
2. Exchange of faculties
3. Exchange of students
4. Exchange of scientific materials, publications and information.

Both institutions agree that this MOU is incorporated into, and will provide the foundation and framework for projects developed by academic and administrative units from the two institutions and documented in other subsequent Agreements.

To the extent that the implementation of any agreed upon activity requires a commitment of resources, personnel, credit-bearing coursework, or intellectual property, a supplementary agreement must be negotiated in writing and approved by the two institutions before work on any of the projects can commence.

This MOU is effective from the last date when representatives of the two institutions affix their signatures, and is valid for five (5) years. This MOU, with the written consent of both institutions, may be extended or terminated, with a six (6) months prior notice, by either institution. In case of termination, the commitments made to staff or students already participating in the programs must not be affected.

NTHU and [Name of University] shall be responsible for any administrative expenses respectively.

Nothing in this MOU shall create or be deemed to create a partnership, joint venture or relationship of principal and agent between the institutions.

During the continuation of this MOU, each institution may use the name and logo of the other institution in connection with the above activities, provided that the name and logo of each institution shall be used only in connection with the MOU and for no other purpose.

In the event of any dispute arising out of or in connection with this MOU, both institutions agree to resolve the matter in good faith. Any dispute or claim not resolved to the satisfaction of both institutions further to the dispute resolution efforts above shall be submitted to the court of the defendant’s country. Both institutions agree this MOU is governed by and construed in accordance with the laws of the defendant’s country without regard to the principles of the conflict of laws thereof, unless otherwise agreed and confirmed in writing by the institutions.

This MOU shall be signed by representatives of both institutions or their authorized personnel. Each institution represents and warrants that it has the full right, power, and authority to enter into and perform under this MOU.

This MOU is executed in a set of two copies, both written in English language, and each institution retains one copy. The MOU may be executed by exchange of a signed and scanned signature pages in PDF format.

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| **For and on behalf of**  **National Tsing Hua University**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **W. John Kao**  **President**  **Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **For and on behalf of**  **[Name of University]**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **[Name ]**  **[Title]**  **Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |