

Agreement on Scientific and Academic Cooperation

Between

Okinawa Institute of Science and Technology Graduate University

And

National Taiwan University

This Agreement on Scientific and Academic Cooperation (hereinafter referred to as the “Agreement”) is made between:

Okinawa Institute of Science and Technology Graduate University, having an address at 1919-1 Tancha, Onna-son, Kunigami-gun, Okinawa, 904-0495 Japan;

And:

National Taiwan University, having an address at No. 1 Sec. 4 Roosevelt Road, Taipei 10617, Taiwan;

Both hereinafter referred to as the Parties collectively, or Party individually.

Okinawa Institute of Science and Technology Graduate University and National Taiwan University seek to improve understanding between their respective scientific institutions and to establish mutually beneficial collaborations benefiting their students and scientists, and therefore both Parties have agreed to establish this Agreement as a foundation for furthering these shared goals.

The Parties agree as follows:

1. **SCOPE AND FIELDS OF SCIENTIFIC COOPERATION**

- (1) The Parties shall implement within the framework of the rules and regulations applicable at each of their institutions, and subject to availability of funds and resources, programs and activities which may include:
 1. Joint educational, cultural and research activities
 2. Exchange of faculty, students, postdoctoral scholars, and other staff
 3. Participation in seminars, workshops and academic meetings
 4. Exchange of academic materials, publications and other information
 5. Special short term programs and visits

- (2) The terms and conditions of all programs and activities under this Agreement shall be the subject of separate written agreements, to the extent that both

Parties deem that it is necessary to do so, to be negotiated and agreed upon by both Parties, and any third parties, wherever applicable.

2. **FINANCIAL ARRANGEMENTS**

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 programs and activities under this Agreement, including its own expenses for travel and accommodation. If either Party bears the other Party's expenses, both Parties shall negotiate in good faith regarding the cost plan and agree to it in writing in advance.

3. **INTELLECTUAL PROPERTY AND PUBLICATION**

- (1) Matters arising that relate to intellectual property rights acquired during the study period will be governed by the terms and conditions described in the Addendum concerning intellectual property rights and if not covered in the Addendum, by the generally applicable terms and conditions of the host Party.
- (2) Both Parties shall acknowledge each other's contributions in any writing, publication or presentation based on research derived from the cooperative efforts of both Parties under this Agreement, unless otherwise mutually agreed in writing by the Parties.

4. **CONFIDENTIALITY**

Confidential information, which means any data or information (including but not limited to inventions or discoveries) shared between the Parties and designated in writing as "confidential" by the disclosing Party, shall be treated as confidential information by the Party to whom it is disclosed ("Informed Party") during the term of this Agreement and for a period of three (3) years thereafter. Confidential information shall not be disclosed to any third party without the prior written consent of the disclosing Party. Confidential information does not include information that: (i) is or later becomes available to the public through no breach of this Agreement; (ii) is obtained from a third party who had the legal right to disclose the information; (iii) as of the date of disclosure, is already in the possession of the Informed Party, as evidenced by the Informed Party's records; (iv) is developed independently by the Informed Party without reference to the disclosing Party's confidential information, as evidenced by the Informed Party's records; or (v) is required to be disclosed by law, government regulation, or court order.

5. **DISPUTE RESOLUTION**

Any issues that are not addressed or stipulated in this Agreement or the applicable separate agreements for programs and activities under this Agreement shall be agreed and resolved through negotiation in good faith, and such resolutions may be incorporated as written amendments to this Agreement or the separate agreements.

6. **DURATION AND TERMINATION**

- (1) This Agreement shall take effect on the date on which it is signed by both Parties, and shall continue to be effective for a period of five (5) years and may be extended for such further period as may be agreed by the Parties in writing.
- (2) Notwithstanding clause 6 (1) above, this Agreement may be terminated by either Party giving written notice to the other at least three (3) months prior to the desired date of termination.
- (3) Notwithstanding clause 6 (1) and (2) above, the provisions of this Agreement and any other written agreements about ongoing exchange programs or any other form of cooperative activity under this Agreement shall continue to apply until their completion, unless both Parties mutually agree in writing to the earlier termination of the exchange programs or other cooperative activity.

7. **AMENDMENTS**

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

8. **COMMUNICATIONS**

All notifications, requests, and other communications pursuant to this Agreement shall be sent to the addresses below:

(a) Okinawa Institute of Science and Technology Graduate University:

Makoto Higasa,
Academic Exchange Coordinator
1919-1 Tancha, Onna-son, Kunigami-gun
Okinawa, 904-0495 Japan
Phone number: +81-98-966-1543
Fax number: +81-98-966-1065

(b) National Taiwan University:

Cher Chiu,

Regional Program Manager

Office of International Affairs

No. 1 Sec. 4 Roosevelt Road, Taipei 10617,

Taiwan

Phone number: +886-2-3366-2007 ext. 202

Fax number: +886-2-2362-0096

(The remainder of this page is intentionally left blank.)

Each Party shall sign two identical copies of this Agreement, and retain one copy.

For and on behalf of **Okinawa Institute of
Science and Technology Graduate University**

For and on behalf of **National Taiwan
University**



Jonathan Dorfan

President, Okinawa Institute of Science and
Technology Graduate University



Pan-Chyr Yang

President, National Taiwan University

Date: 17th January 2014

Date: Jan 17, 2014