



MEMORANDUM OF UNDERSTANDING (MOU)

between

**Medical University of Graz,
Universitätsplatz 3
8010 Graz, Austria
and**

**China Medical University
91 Hsueh-Shih Road
Taichung 40402, Taiwan**

Article I. Parties and Purpose

China Medical University (CMU), located in Taichung, Taiwan and Medical University of Graz, located in Graz, Austria (each a "Party" and collectively, the "Parties") each conduct programs and activities of research, education and training, service, technology and information transfer, and economic development. CMU and Medical University of Graz agree to establish and conduct mutually agreed upon cooperative and collaborative projects, programs, and and/or activities, which will enhance the programs of each. The purposes of cooperation are to:

1. Promote interest in the teaching and research activities of the respective institutions.
2. Deepen the understanding of the economic, cultural and social issues environment in the respective institutions.

Article II. Areas of Cooperation and Collaboration

CMU and Medical University of Graz agree to establish and conduct projects, programs and/or activities as deemed appropriate in one or more of the following general areas. Specific details of each will be defined by mutual agreement in writing as an "Addendum." Potential areas of cooperation/collaboration include but are not limited to:

1. Collaborative educational programs and activities;
2. Conducting research and other scholarly activities in disciplines and on subjects of mutual interest and benefit;
3. Implementing faculty, staff and student exchanges, training and related activities;
4. Carrying out planning and institutional development;
5. Preparing and submitting grant, contract and other proposals to obtain resources to support collaborative activities;

6. Other activities as may be mutually agreed.

Article III. Implementation of Collaborative/Cooperative Projects, Programs and Activities

Specific details of any cooperative/collaborative activities to be conducted will be described and agreed upon in writing as International Agreements. International Agreements will include the specific activities to be conducted; responsibilities of cooperating Parties; personnel who will participate lead and participate; allocation of time and resources required; implementation procedures; and other details as necessary. CMU and Medical University of Graz agree that they will be free to participate in projects acting either individually, or collectively.

Article IV. Cooperation with Third Parties

CMU and Medical University of Graz may identify other agencies or institutions for joint participation in mutually agreed upon projects and activities and will be defined in writing for mutual agreement. CMU or Medical University of Graz may individually execute cooperative and collaborative research, education and training, economic development and other activities with other organizations independent of this MOU and of each other.

Article V. Support and Resources

This MOU does not obligate either CMU or Medical University of Graz to provide funds and/or other resources from its own or other sources unless agreed to in writing. CMU and Medical University of Graz may jointly or individually seek funding and other support from third parties for the conduct of collaborative projects, programs and/or activities. Neither institution (CMU or Medical University of Graz) accepts any liability for accidents, injury or death occurring to student or faculty participants during the term of this agreement, nor any liability for debts or damages, including against loss or damage to any personal property, incurred by participants during the period of the agreement.


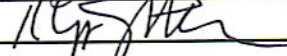
Article VI. Duration, Termination and Modification of Agreement

This MOU shall take effect when signed by the official representatives of the institutions involved and will remain in effect for an initial period of *five (5)* years and may be extended by mutual agreement in writing for additional *five (5)* year periods.

Either Party may terminate this MOU with six (6) months written notice of intent to terminate. Any modification shall require the prior written approval of CMU and Medical University of Graz or their designees.

Article VII. Signatures

Only signatories listed below or their appointed representatives may make changes to this MOU and addenda provided that both parties mutually agree upon such changes in writing.

Gilbert Reibnegger
Vice Rector for Teaching and Studies
Medical University of Graz

Jong-Tsun Huang
President
China Medical University