



# Memorandum of Understanding

The University of Newcastle

and

China Medical University, Taiwan



## Details

<b>University</b>	<b>The University of Newcastle</b> ABN 15 736 576 735 of University Drive, Callaghan New South Wales 2308
<b>CMU</b>	<b>China Medical University</b> of No. 91, Hsueh-Shih Road, Taichung 40402, Taiwan
<b>Commencement Date</b>	26 April 2016
<b>Completion Date</b>	26 April 2021
<b>Objectives</b>	<p>To facilitate and promote cooperation between the University and CMU by investigating opportunities to:</p> <ol style="list-style-type: none"> <li>enable faculty and students from both institutions to participate in programs for study, research and research training;</li> <li>develop joint programs;</li> <li>undertake joint conferences, seminars and workshops;</li> <li>facilitate academic/staff and student exchange/study abroad; and</li> <li>collaborate in the capacity building of CMU's faculty members/academics and staff in priority training areas set by relevant ministries and scholarship bodies.</li> </ol>
<b>University Responsibilities</b>	<p>The University will liaise with CMU to discuss opportunities for formalising arrangements between the University and CMU in relation to:</p> <ol style="list-style-type: none"> <li>Research and exchange of academic papers;</li> <li>Student, academic and administrative exchange;</li> <li>Exchange of academic publication materials; and</li> <li>Other activities agreed upon in writing by both parties.</li> </ol>
<b>CMU Responsibilities</b>	<p>CMU will be responsible for:</p> <ol style="list-style-type: none"> <li>Nominating a person who will liaise with the University in moving forward the discussions on formalising arrangements in relation to: <ol style="list-style-type: none"> <li>Research and exchange of academic papers;</li> <li>Student, academic and administrative exchange;</li> <li>Exchange of academic publication materials; and</li> <li>Other activities agreed upon in writing by both parties.</li> </ol> </li> <li>Providing the University, with any documentation and/or information that may be requested by the University to progress the formalising of the above arrangements.</li> </ol>

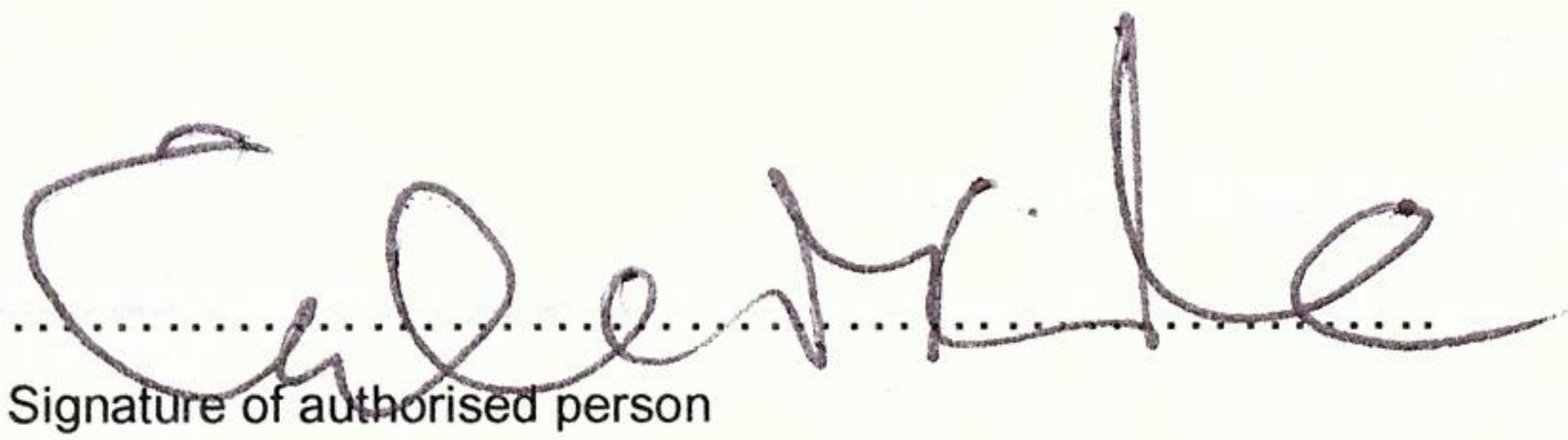


<b>University Representative</b>	<p>Professor Caroline McMillen</p> <p>Vice Chancellor and President</p> <p>University of Newcastle</p> <p>University Drive, Callaghan New South Wales 2308</p> <p>Telephone: +61 2 4921 5101</p> <p>Facsimile: +61 2 4921 5115</p> <p>Email: caroline.mcmillen@newcastle.edu.au</p>
<b>CMU Representative</b>	<p>Professor Liang-Yo Yang</p> <p>Dean, Office of International and Public Affairs</p> <p>China Medical University</p> <p>No. 91, Hsueh-Shih Road, Taichung 40402 TAIWAN</p> <p>Telephone: +886 4 220 533 66 ext: 1615</p> <p>Facsimile: +886 4 220 619 23</p> <p>Email: yangly@mail.cmu.edu.tw</p>
<b>Special conditions</b>	<p>Nil</p>



## Execution

Executed by an authorised person of the **University of Newcastle** ABN 15 736 576 735 in the presence of:

  
.....  
Signature of authorised person

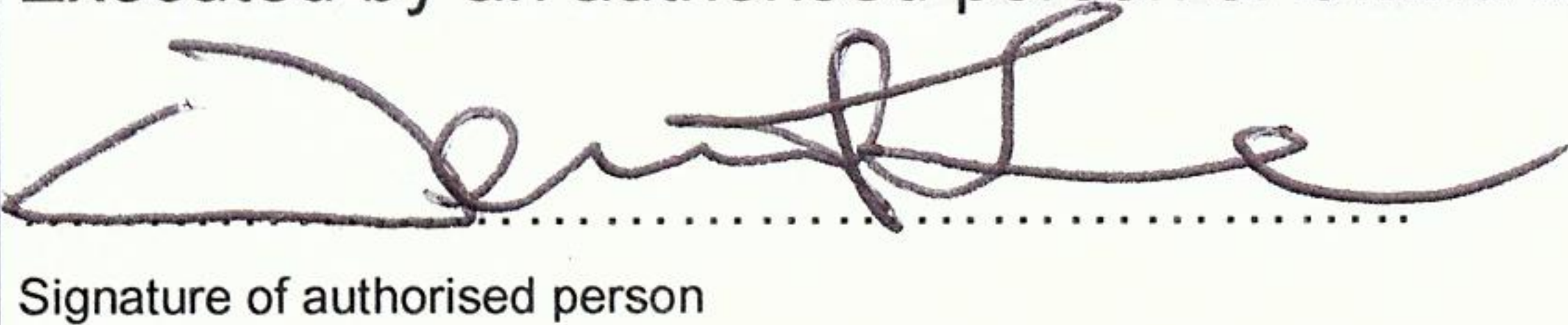
  
.....  
Signature of witness

Caroline McMillen  
.....  
Name of authorised person

WINNIE ELEY  
.....  
Name of witness

Date: 26th April 2016  
.....

Executed by an authorised person of **China Medical University** in the presence of:

  
.....  
Signature of authorised person

  
.....  
Signature of witness

WEN-HWA LEE  
.....  
Name of authorised person

Liang-Yo Yang  
.....  
Name of witness

Date: April 26, 2016  
.....



## **1. Operation of this Memorandum of Understanding**

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### **1.1 Term**

This Memorandum of Understanding comes into operation on the Commencement Date and continues until the Completion Date, unless terminated in accordance with clause 5.2.

### **1.2 Not binding**

The parties agree that this Memorandum of Understanding only expresses the intention of the parties, and is not binding and does not create any legally enforceable obligations between the parties.

### **1.3 Special conditions**

If the Details of this Memorandum of Understanding set out any special conditions, those conditions are incorporated into and form terms of this Memorandum of Understanding.

## **2. Roles and Responsibilities**

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### **2.1 Objectives**

- (a) The parties agree to work together to achieve the Objectives by performing their respective responsibilities set out in the Details.
- (b) The parties will be open, honest, cooperative and responsive to each other, respecting each other's functions and roles, and assisting and supporting each other whenever reasonably possible.

### **2.2 Risk**

- (a) The parties agree to work together to monitor and report on any risks that arise in relation to CMU Responsibilities, the University Responsibilities and the Objectives.
- (b) Each party is responsible for managing its own risks in relation to the matters arising under this Memorandum of Understanding, and in no circumstances will a party be responsible or liable for any loss or damage suffered by the other party as a consequence of the parties entering into, or relying upon, this Memorandum of Understanding.

## **3. Communication and Cooperation**

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### **3.1 Communication**

The parties agree to regularly liaise with each other about the performance of the Objectives.

### **3.2 Sharing of information**

- (a) The parties agree to share information as reasonably required to achieve the Objectives.
- (b) The parties agree to keep all information in relation to this Memorandum of Understanding confidential.



### 3.3 Resolving Conflicts

The parties agree to attempt to resolve all issues and disputes amicably and to seek mediation where appropriate before seeking to terminate in accordance with clause 5.2.

## 4. Expenses

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- (a) A party may not commit the other to any cost, expense or obligation without the written consent of that party.
- (b) Each party will be responsible for any cost, expense or obligation necessary to their achievement of the Objectives.

## 5. Other Matters

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### 5.1 Intellectual Property

- (a) Each party agrees that it can only use the Materials of the other party for purposes directly relating to this Memorandum of Understanding.
- (b) Each party agrees that all Intellectual Property in the Materials is owned by the party that supplies the Materials, or that has a genuine claim to ownership of the Materials.
- (c) This Memorandum of Understanding does not create any legally enforceable obligations between the parties in relation to the Intellectual Property of each party.

### 5.2 Termination

Either party may terminate this Memorandum of Understanding by giving the other party 5 days written notice.

## 6. Definitions

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**Intellectual Property** means all present and future rights to intellectual property including any inventions and improvements, trademarks (whether registered or common law trade marks), designs, copyright, any corresponding property rights under the laws of any jurisdiction and any rights in respect of an invention, discovery, trade secret, secret process, know-how, concept, idea, information, process, data, or formula.

**Law** means all applicable statutes, regulations, by-laws, ordinances or subordinate legislation in force from time to time anywhere in a party's jurisdiction, including the common law and equity.

**Materials** means any tangible or intangible thing provided by one party to the other in relation to this Memorandum of Understanding which contains a party's Intellectual Property or confidential information.