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**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**UNIVERSITI TUNKU ABDUL RAHMAN,**  
**MALAYSIA**  
**AND**  
**CHINA MEDICAL UNIVERSITY,**  
**TAIWAN**

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This memorandum of understanding (hereinafter called "MOU") is made on the  
20 March 2018.

BETWEEN

**UNIVERSITI TUNKU ABDUL RAHMAN**, a private university registered under the Malaysian Private Higher Educational Institutions Act 1996, wholly owned by UTAR Education Foundation [Company No. 578227-M], and having its address at Jalan Universiti, Bandar Barat, 31900 Kampar, Perak, Malaysia (hereinafter called "UTAR")

AND

**CHINA MEDICAL UNIVERSITY** having its address at No.91 Hsueh-Shih Road, Taichung 40402, Taiwan (hereinafter called "CMU")

WHEREAS

- a) UTAR is a university offering courses in undergraduate and postgraduate programmes in the areas including Accountancy, Actuarial Science, Applied Mathematics, Arts and Social Science, Chinese Studies, Malaysian Studies, Business and Economics, Engineering and Built Environment, Information and Communication Technology, Life and Physical Sciences, Medicine and Health Sciences, Media and Journalism, Education and General Studies, Agriculture and Food Science, and engages in the provision and conduct of research, consultation, management and leadership training and other related educational services at its campuses at Bandar Sungai Long and Kampar in Malaysia.
- b) CMU was established as China Medical College on June 6, 1958 and transformed itself into China Medical University in 2003. It is the first academic institution in Taiwan where Chinese medicine and pharmacy programs are provided. The university has steadily grown to its present position as one of the foremost medical universities in Taiwan. The university



has two major campuses, Taichung and Beigang. Located in the centre of Taichung City, CMU includes 8 colleges where western medicine, Chinese medicine, pharmacy (including Chinese herbs), health care (including nursing), biopharmaceutical and food sciences, dentistry, humanities and technology, and public health education, research and practice programs are provided. Interdisciplinary courses are also available as the basis for students to integrate their learning experiences. Its Joint Commission International (JCI)-accredited hospitals have a total of over 5,000 beds, and it offers the second largest healthcare system nationwide. As a provider of medical services to the community, an educator of future health care professionals, and a contributor to the world's knowledge in health sciences, CMU will continue to strive for excellence in clinical care, education, and research.

- c) Both parties now wish to enter into a series of discussions for meaningful collaboration for purposes more particularly set forth herein.

Following the discussions between UTAR and CMU (hereinafter called "the Parties"), the Parties hereby agree to the following.

## **1. AREAS OF UNDERSTANDING**

- 1.1 The relationship created by this MOU is not intended to be binding in any court of law. Any collaborative ventures that may bind the Parties are subject to separate contractual arrangements which include terms relating to ownership, intellectual property, financial arrangements, use of resources, etc.
- 1.2 This MOU is intended to establish a basis upon which UTAR and CMU may explore areas for cooperation. In this regard, the Parties agreed to the following goals and objectives as part of their international collaboration programmes:

- a. To initiate joint teaching and research projects involving international collaborative in the area of medicine and Chinese medicine.
- b. To facilitate academic development exchanges between the Parties, including mutual visits by faculty members to pursue research, teaching, and to participate in seminars, conferences, workshops, etc.
- c. To facilitate study visits and student exchange by postgraduate and undergraduate students where appropriate for the purpose of enhancing students learning experience.

## **2. DURATION**

This MOU shall come into effect upon execution hereof by the Parties hereto and shall continue for a period of five (5) years and may be extended upon mutual agreement thereafter.

## **3. IMPLEMENTATION & COORDINATION**

3.1 The implementation of the cooperation under this MOU shall be dealt with by the relevant departments or faculties of both Parties. A separate written agreement shall be entered into by the Parties setting out the detailed arrangements for collaboration which will stipulate the following:

- a. The scope, timeframe, and objectives of the activity in detail.
- b. The responsible persons within the particular departments or units that are concluding the agreement. The persons named will be directly responsible for the implementation and oversight of the proposed activity. Changes to the personnel involved may be made at the discretion of the department or unit head, in coordination with the institutional points of

contact at UTAR and CMU named in Clause 3.2 of this MOU;  
and

- c. The commitment of resources, if applicable, and the attendant financial obligations of the respective partnering departments. This MOU does not require either Party to support any new financial commitment unless expressly agreed otherwise by the partnering departments or units.

3.2 In order to oversee this MOU and coordinate with the associated departments and separate supplementary agreements, the Parties agree that the institutional points of contact shall be the following:

For CMU: Professor Lun-Chien Lo  
Chairman, School of Chinese Medicine  
Email: [Lclo@mail.cmu.edu.tw](mailto:Lclo@mail.cmu.edu.tw)

For UTAR: Dr. Te Kian Keong  
Head, Department of Chinese Medicine  
Email: [tekk@utar.edu.my](mailto:tekk@utar.edu.my)

#### 4. AMENDMENT

The Parties may revise, amend or modify all or any part of this MOU by way of mutual consent in writing which shall come into force on such date to be determined by the Parties.

#### 5. CONFIDENTIALITY

All information and/or data that may be exchanged, acquired and shared in connection with the areas of cooperation between the Parties pursuant to this MOU shall be treated as strictly confidential and shall not under any circumstances be divulged by the receiving Party to any third party without the prior written consent of the disclosing Party unless otherwise the same has



already been in the public domain. This obligation shall continue to bind the Parties hereto notwithstanding the termination of this MOU.

**6. RESULTS OF COLLABORATION**

Ownership of any research findings, curriculum, content and intellectual property arising from collaborative studies or researches shall be decided upon through mutual agreement of the Parties. Any publication, application, use and others regarding the same shall only be allowed after obtaining the prior written consent of both the Parties.

**7. LIMITATION OF LIABILITY**

In no event shall either Party be liable to the other for any damages whatsoever including without limitation, direct, indirect, speculative, incidental, special, or consequential damages in connection with the performance under this MOU.

**8. GOOD FAITH**

In entering into this MOU, the Parties recognise that it is impractical to make provisions for every contingency that may arise in the course of the performances thereof. Accordingly, the Parties hereby declare it to be their intention that this MOU shall operate between them in accordance with the principles of good faith, with fairness and without detriment to the interests of any of the Parties. If in the course of this MOU, unfairness to any Party is disclosed or anticipated or any dispute arises, the Parties shall use their best endeavours to agree upon such action as may be necessary and equitable to remove or resolve the cause(s) of the same. If the Parties hereto fail to resolve the disputes or disagreements amicably then the MOU shall be deemed to be terminated forthwith.

**9. COSTS**

No Party shall incur any expenditure on behalf of the other Party. Each Party shall be responsible for its own expenses incurred unless otherwise agreed upon prior to carrying out the activities under this MOU.

**10. TERMINATION**

Either Party may terminate this MOU for any reason whatsoever by giving to the other Party a written notice of three (3) months. Where such termination occurs, the provisions of this MOU shall continue to apply to on-going programmes or activities until their completion.

**11. NOTICE**

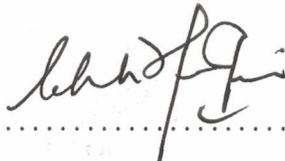
Any notice required to be given hereunder shall be in writing and shall be delivered by courier service or facsimile to the address stated herein.

*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF the Parties hereto have their authorised representatives hereto set their hands the date and year first above mentioned.

Signed by:

Signed by:



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**IR. PROF. ACADEMICIAN DATO' DR.**

**CHUAH HEAN TEIK**

President / CEO

Universiti Tunku Abdul Rahman



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**PROF. K.S. CLIFFORD CHAO**

Vice President

China Medical University

In the presence of:

In the presence of:



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**Emeritus Prof. Dr. Cheong Soon Keng**

Dean, Faculty of Medicine and Health Sciences



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**Prof. Liang-Yo Yang**

Dean of Global Affairs