

UNIVERSITY OF SOUTHAMPTON

AND

CHINA MEDICAL UNIVERSITY

MEMORANDUM OF UNDERSTANDING

Legal Services
University of Southampton
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Southampton
SO17 1BJ

REF: MOU9214 / LS15060

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PARTIES

- (1) **THE UNIVERSITY OF SOUTHAMPTON** incorporated in England & Wales by Royal Charter (registered number RC000668) whose address is at Highfield, Southampton, SO17 1BJ, UK ('UOS').
- (2) **CHINA MEDICAL UNIVERSITY** whose registered office is at No.91, Hsueh-Shih Road, Taichung, Taiwan 40402, R.O.C. ('CMU').

BACKGROUND

- (A) UOS and CMU wish to develop academic exchanges and cooperation in teaching and research in furtherance of the advancement and dissemination of learning.
- (B) UOS and CMU wish to co-operate to promote, facilitate and implement co-operation in the following programmes and activities.

AGREED TERMS

1. AREAS OF CO-OPERATION

- 1.1 UOS and CMU agree to the following goals and objectives in order to initiate an international partnership programme:
 - 1.1.1. exchange of scientific, academic, and technical information and appropriate academic materials and other information of mutual interest;
 - 1.1.2. academic exchanges, including mutual visits of faculty to pursue research and to lecture, and student exchanges on a reciprocal basis;
 - 1.1.3. identifying opportunities for exchanges and cooperation and joint research and development in disciplines of mutual interest;
 - 1.1.4. identifying opportunities for commercialisation of technology; and
 - 1.1.5. organisation and participation in joint academic and scientific activities such as seminars and conferences.

2. ARRANGEMENTS AND FUNDING

- 2.1 To implement the collaborative activities envisaged under the MOU, representatives of UOS and CMU may meet periodically to negotiate and conclude project agreements

and programmes of cooperation, which meetings may include negotiations regarding the financing of such project agreements and programmes of cooperation. Prior to final agreement and the implementation of any projects or academic programmes arising from this MOU both UOS and CMU must obtain the agreement in writing of their respective finance departments.

- 2.2 The financial arrangements, rights to intellectual property and arrangements regarding publication of articles arising out of each project agreement and programme of cooperation will be in accordance with formal agreements to be entered into in respect of each project agreement and programme of cooperation. UOS and CMU acknowledge that in the absence of any specific agreement to the contrary, all expenses of salary, travel, living and allied costs will be determined at the discretion of and be the responsibility of the visitor's home University.

3. DEVELOPMENT OF COOPERATION

- 3.1 UOS and CMU will appoint representatives to manage and oversee the development of project agreements and programmes of cooperation. The representatives of UOS and CMU may meet as and when necessary to review progress in the implementation of the agreed arrangements, define new areas for agreement and programmes of cooperation as well as discussing matters related to the MOU.

4. ADHERENCE TO LAWS

- 4.1 Staff and students of either University involved in any activities under this MOU shall adhere to the laws of the host country and the applicable rules, regulations and procedures of the host University.

5. AMENDMENTS

- 5.1 This MOU may only be amended by mutual agreement evidenced in writing by a duly authorised representative from each of UOS and CMU.

6. TERM OF AGREEMENT

- 6.1 This MOU shall commence on the date of its execution by the last to sign of UOS and CMU and shall remain in force for a period of five years and may be renewed upon its expiry with the agreement in writing of both parties. If the MOU remains dormant for three consecutive years it will be deemed to have lapsed.
- 6.2 Either UOS or CMU may cancel the MOU by giving six months' notice in writing to the other. The termination of this MOU shall not affect the implementation of the projects or programmes established under it prior to such termination.

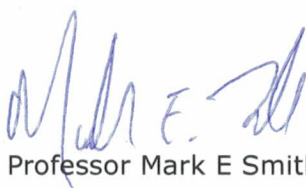
7. LEGAL STATUS

7.1 Nothing in this MOU shall be construed as creating any legal relationship between the parties. This MOU is a statement of intent to foster genuine and mutually beneficial co-operation.

This MOU has been entered into on the date stated at the beginning of it.

UNIVERSITY OF SOUTHAMPTON

CHINA MEDICAL UNIVERSITY



Professor Mark E Smith CBE



Professor Mien-Chie Hung

President and Vice-Chancellor

Date: 10/10/19

President

Date: 11/11/2019