Memorandum of Understanding





THIS MEMORANDUM OF UNDERSTANDING is made this 1st day of May 2021.

BETWEEN

TUNG WAH COLLEGE LIMITED

(hereinafter referred to as "TWC")

and

CHINA MEDICAL UNIVERSITY

(hereinafter referred to as "CMU")

- 1. This Memorandum of Understanding ("MOU") is to confirm the intent of China Medical University ("CMU") and Tung Wah College Limited ("TWC") to enter into discussions to explore opportunities for academic cooperation, which may include, but not limited to, the following areas:
 - 1.1 Both institutions would encourage co-operation and interaction between their respective Faculties/Schools and staff, including inter-institution visits on occasion, student exchange/visit, staff development, academic publications and educational collaboration etc.
 - 1.2 The Institutions intend to work together to develop a collaborative arrangement, whereby the Institutions may participate in joint education programmes, collaborative teaching, training, research, student exchange/visit and other agreed activities that further enhance their respective programmes, and the relationship between the Institutions.
- 2. This document is in no way intended to create legal or binding obligations on either party. It serves only as a record of the parties' current intentions to enhance relationship of the Institutions going forward. This shall enable further discussions to take place to enable the two parties to reach agreement on the specific arrangements.

- 3. Before any of the activities set out in this Memorandum of Understanding are implemented, the Institutions must enter into formal and binding agreement(s) (separate from this Memorandum of Understanding) with each other which will detail the specific form and content of the activities and address the responsibilities and rights of each Institution in relation to those activities.
- 4. The Institutions agree to negotiate the terms of any such agreement(s) in good faith and for the purposes of enhancing the relationship of the Institutions. Both parties will take advice and guidance from their respective institutions and appropriate bodies on the regulatory and quality assurance aspects of entering into a specific agreement. In the event of termination prior to the end of the period of these agreement(s), the parties agree to work together to protect the interests of any student(s) currently deriving benefit from the collaboration.
- 5. Neither party shall disclose to any person any information relating to the business, clients, financial information, employee information or technology of the other party ("Confidential Information") which may receive in the course of this Memorandum without other party's prior consent. The party shall treat all Confidential Information as confidential and shall not disclose or make use of such information except in relation to the performance of their obligations under this Memorandum.
- 6. Unless otherwise explicitly agreed, each party to this Memorandum will be responsible for funding the activities of its staff in support of this collaboration. Financial responsibilities for activity to implement other subsequent specific agreements will be agreed and defined with each agreement.
- 7. Each party to this Memorandum agrees to obtain the written consent of the other, in each and every case, prior to using the other party's name in material intended to promote, publicize or otherwise make known this Memorandum and the activities enabled by it.
- 8. This memorandum of understanding shall remain in force for 3 years from the date of the memorandum and be subject to revision or modification by mutual consent.
- 9. Either party to this Memorandum may terminate it by providing not less than thirty (30) days' notice of termination in writing addressed to the other party's signatory.

Tung Wah College Limited

China Medical University

Professor Sally Chan
President

27 APR 2021

Date:

Date:

Professor Lawrence Lam
Vice President (Academic)

27 APR 2021

Date:

Date:

Date:

Date:

19 May 2021

Date:

19 May 2021

For and on behalf of the

For and on behalf of the

Memorandum of Understanding





THIS MEMORANDUM OF UNDERSTANDING is made this 1st day of May 2021.

BETWEEN

TUNG WAH COLLEGE LIMITED

(hereinafter referred to as "TWC")

and

CHINA MEDICAL UNIVERSITY

(hereinafter referred to as "CMU")

- 1. This Memorandum of Understanding ("MOU") is to confirm the intent of China Medical University ("CMU") and Tung Wah College Limited ("TWC") to enter into discussions to explore opportunities for academic cooperation, which may include, but not limited to, the following areas:
 - 1.1 Both institutions would encourage co-operation and interaction between their respective Faculties/Schools and staff, including inter-institution visits on occasion, student exchange/visit, staff development, academic publications and educational collaboration etc.
 - 1.2 The Institutions intend to work together to develop a collaborative arrangement, whereby the Institutions may participate in joint education programmes, collaborative teaching, training, research, student exchange/visit and other agreed activities that further enhance their respective programmes, and the relationship between the Institutions.
- 2. This document is in no way intended to create legal or binding obligations on either party. It serves only as a record of the parties' current intentions to enhance relationship of the Institutions going forward. This shall enable further discussions to take place to enable the two parties to reach agreement on the specific arrangements.

 Before any of the activities set out in this Memorandum of Understanding are implemented, the Institutions must enter into formal and binding agreement(s) (separate from this Memorandum

and address the responsibilities and rights of each Institution in relation to those activities.

of Understanding) with each other which will detail the specific form and content of the activities

- 4. The Institutions agree to negotiate the terms of any such agreement(s) in good faith and for the purposes of enhancing the relationship of the Institutions. Both parties will take advice and guidance from their respective institutions and appropriate bodies on the regulatory and quality assurance aspects of entering into a specific agreement. In the event of termination prior to the end of the period of these agreement(s), the parties agree to work together to protect the interests of any student(s) currently deriving benefit from the collaboration.
- 5. Neither party shall disclose to any person any information relating to the business, clients, financial information, employee information or technology of the other party ("Confidential Information") which may receive in the course of this Memorandum without other party's prior consent. The party shall treat all Confidential Information as confidential and shall not disclose or make use of such information except in relation to the performance of their obligations under this Memorandum.
- Unless otherwise explicitly agreed, each party to this Memorandum will be responsible for funding the activities of its staff in support of this collaboration. Financial responsibilities for activity to implement other subsequent specific agreements will be agreed and defined with each agreement.
- 7. Each party to this Memorandum agrees to obtain the written consent of the other, in each and every case, prior to using the other party's name in material intended to promote, publicize or otherwise make known this Memorandum and the activities enabled by it.
- 8. This memorandum of understanding shall remain in force for 3 years from the date of the memorandum and be subject to revision or modification by mutual consent.
- 9. Either party to this Memorandum may terminate it by providing not less than thirty (30) days' notice of termination in writing addressed to the other party's signatory.

For and on behalf of the

Tung Wah College Limited

Professor Mien-Chie Hung
President

Date:

27 APR 2021

Witnessed by

Witnessed by

Professor Lawrence Lam Vice President (Academic)

2 7 APR 2021

Date: 19 May 2021

[Position] Dean

[Name] Professor Cheng-Chun Lee

