

MEMORANDUM OF UNDERSTANDING
between
Boise State University, Boise, Idaho, USA
and
National University of Tainan, Tainan City, Taiwan

I. Purpose

The purpose of this Memorandum of Understanding (MOU) is to provide a mutually beneficial framework for research, education, training, capacity building, and cultural exchange between Boise State University and the National University of Tainan.

II. Scope and Objectives

Boise State University and National University of Tainan mutually agree to procedures for cooperation as defined in this MOU. Both parties agree that this cooperation will be mutually beneficial and hereby state their intentions to collaborate with respect to research, education, training, capacity building, and cultural exchange.

III. Cooperative Activities

Both parties agree that cooperative activities under this MOU may consist of the following:

- Collaborative educational programs.
- Collaborative research projects.
- Collaborative professional development programs.
- Exchange of faculty and students.
- Exchange of publications, reports, and other academic information.

IV. Implementation Agreements

Each activity under this MOU shall be described in regard to its objectives, scope, schedule, cooperative entities, financial commitments, and funding in an individual Amendment to this MOU. The provisions of this MOU shall remain in force for each Amendment. Each Amendment shall be developed by means of common written consent on the part of the signatories of this MOU or their duly authorized representatives. Each Amendment shall be subject to the budgetary and administrative procedures of the host institution.

V. Intellectual and Publication Rights

Boise State University and National University of Tainan shall each have the right to publish freely any results of research under this MOU. Any intellectual property developed as a result of research under this MOU shall be jointly owned by the parties, unless specified otherwise in writing by both of the parties, and each party is free to

enjoy its undivided interests in such intellectual property. Licensure to third parties of any intellectual property resulting from research performed under this MOU shall be mutually agreed to in writing under a separate Agreement. Full and fair authorship shall be shared by researchers on all collaborative work performed under this MOU.

VI. Modification of the MOU

Modifications to the terms of this MOU shall be in writing mutually approved by Boise State University and National University of Tainan.

VII. Term of the MOU

This MOU shall become effective on the date of final signature. The MOU may be terminated by either party upon ninety (90) days written notice to the other party. Termination shall be without penalty. If this MOU should be terminated, neither party shall be liable for any monetary or other losses which may result.

VIII. Expenses

Any obligation or expense incurred by Boise State University and National University of Tainan under this MOU shall be the sole responsibility of that institution. Each participant in any activity under this MOU shall be responsible for his (her) own travel, accommodations, meals and all incidental and medical expenses unless otherwise negotiated in advance.

IX. Liability

Boise State University and National University of Tainan shall each be responsible for its own wrongful or negligent acts or omissions to the extent allowed by applicable law. Each institution's employees and agents shall be obligated to abide by the host institution's regulations and rules while participating in any program or activity under the host institution's authority. Said individuals must agree to abide by the laws of the host country during participation in any such program or activity.

Signed on behalf of
Boise State University

Professor Hsiu-Shuang Huang
President
Signed on behalf of
National University of Tainan

Eric K. Anderson

DATE: May 22, 2009

Hsiu Shuang Huang

DATE: May 22, 2009