



Memorandum of Agreement

between

**National Cheng Kung University
Tainan, Taiwan**

and

**Villanova University
Villanova, Pennsylvania, USA**

Whereas

The Department of Mechanical Engineering at Villanova University (VU) and Department of Aeronautics and Astronautics at National Cheng Kung University (NCKU) have mutual

- a. Academic interests in the development of engineering students and faculty
- b. Scientific and research interests that broadly overlap many disciplines at both institutions
- c. Institutional and professional interests in establishing global cooperative partnerships

and Whereas specifically

- d. Villanova University seeks to globally recruit students into its Ph.D. program

It is therefore agreed to

Article I.

Facilitate and promote the development of academic, scientific, and institutional cooperation between the VU and NCKU through the exchange of students and faculty, through scientific research collaboration, through professional internships and exchange of scholars, and other forms of technical cooperation.

Specifically, it is agreed to the following:

Article II.

- a. VU and NCKU intend to cooperatively develop an innovative “NCKU-VU Future Faculty Partnership” program to facilitate the recruitment, application, processing and enrollment of applicants into their respective Ph.D. programs, and to find mechanisms to overcome traditional barriers such as language deficiency. The rules and policies governing this program will be subject to a mutually agreeable written agreement executed by both parties, which will become an Addendum to this Memorandum.
- b. Similarly, VU and NCKU intend to facilitate the application, processing, and enrollment of full-time students into their respective Master of Science (M.S.) programs. The rules and policies governing this program will be subject to a mutually agreeable written agreement executed by both parties, which will become an Addendum to this Memorandum.

Article III.

- a. Both institutions intend to facilitate and encourage short-term exchange of students, faculty, scientific and professional staff members for the purpose of encouraging research collaboration, pursuing joint research projects, sharing scientific and teaching experiences, and teaching collaboration.

Article IV.

- a. Students from one institution may enroll in courses offered by the other institution subject to the host institution’s admission requirements and admission discretion; such enrollments will be subject to a mutually agreeable prior written agreement between the two institutions that will include the cost of tuition and other program specifications and requirements.

Article V.

- a. Each institution will have access to the open resources of the other, such as libraries, film and slide collections, technical and academic material repositories,

laboratories, and other academic resources for the purposes of enriching and developing their own academic capabilities. This access must be approved in writing by the host institution and will be guided by availability of the resources, the cost, and the logistics of releasing them.

Article VI.

- a. Both institutions may participate in submitting joint proposals to funding agencies in the U.S. and Taiwan, when applicable, for the purpose of securing instruction, research, and equipment grants, which will be used to enhance research and education in either or both institutions.


Article VII.

- a. Both parties agree to work in a collaborative fashion and will keep each other fully informed of all activities pursued by either party hereunder and comply with all laws and regulations in connection with the activities pursued hereunder. Neither party is obligated to commit any funds toward this effort in the absence of a separate written agreement. The parties agree that any intellectual property developed hereunder or services rendered for a fee will be a part of a separate written agreement executed by the parties.
- b. The agreement can be terminated by either institution by informing the other institution in writing six months prior to the intended termination date.
- c. Neither party may use the names, trademarks or logos of the other party in connection with any publicity, promotion or advertising without the other party's prior written consent. Each party shall hold information received from the other party confidential and will not disclose such information without the prior written consent of the other unless the information (i) becomes publically known through no fault of the receiving party, (ii) was previously known to the receiving party, (iii) was disclosed to the receiving party by someone else having no confidentiality obligation to the disclosing party, or (iv) is independently developed by the receiving party without using such information.
- d. This Agreement shall be binding on both National Cheng Kung University and Villanova University and their respective successor and permitted assigns. Neither institution shall assign its obligations and duties under this Agreement without receiving the prior written consent of the other institution. None of the benefits or obligations of either party under this Agreement shall run to or be enforceable by any student or other third party.
- e. Each institution agrees to indemnify and hold harmless the other institution from and against any and all claims, demands, actions, settlements or judgments, including reasonable attorney's fees and litigation costs, based upon or arising out of the activities described in this Agreement to the extent that such claims,

demands, actions, settlements or judgments are occasioned by the negligent actions or omissions or breach of this Agreement by that institution, its agents or employees. Each institution is acting as an independent contractor hereunder and neither of the institutions hereto, nor their respective employees, shall be construed to be the agent, employee or representative of the other.

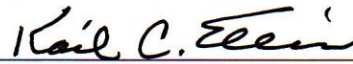
- f. Each party shall comply, at its own cost and expense, with the provisions of all laws, ordinances, regulations and orders that govern the provisions of its duties under this Agreement as dictated by its country and locality. Each party shall take all measures necessary to promptly remedy any violation(s) of any such law, ordinance, rule regulation or order.
- g. This Agreement is not intended to be exclusive and each party reserves the right to enter into similar agreements with other institutions for similar programs.
- h. This Agreement shall become effective immediately upon signing by both parties. The Agreement can be modified at any time by mutual agreement of both institutions communicated in writing.

NATIONAL CHENG KUNG UNIVERSITY


By: Chi-Chuan Hwang
Vice President for Academic Affairs

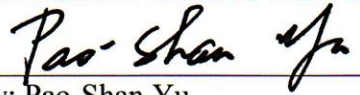
Date: Sep. 16, 2011

VILLANOVA UNIVERSITY


By: Rev. Kail C. Ellis, PhD, OSA
Vice President for Academic Affairs

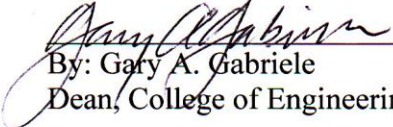
Date: August 26, 2011

NATIONAL CHENG KUNG UNIVERSITY


By: Pao-Shan Yu
Dean, College of Engineering

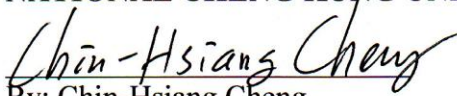
Date: Sep 15, 2011

VILLANOVA UNIVERSITY


By: Gary A. Gabriele
Dean, College of Engineering

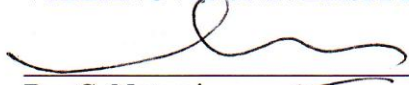
Date: August 30, 2011

NATIONAL CHENG KUNG UNIVERSITY


By: Chin-Hsiang Cheng
Chair, Department of Aeronautics and
Astronautics

Date: Sep. 14, 2011

VILLANOVA UNIVERSITY


By: C. Nataraj
Chair, Mechanical Engineering

Date: August 30, 2011