MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) is entered into this day September 11th 2018, by and between FACULTY OF TECHNOLOGY AND VOCATIONAL EDUCATION (FTVE), UNIVERSITAS PENDIDIKAN INDONESIA, (BANDUNG, WEST JAVA, INDONESIA) and COLLEGE OF HUMANITIES AND APPLIED SCIENCES, NATIONAL YUNLIN UNIVERSITY OF SCIENCE AND TECHNOLOGY, TAIWAN.

WHEREAS the two parties agree to establish affiliation and cooperation in specific areas mutually beneficial and agreeable by all parties concerned in the near future

WHEREAS the collaboration between these institutions is proposed to enhance the material, physical and intellectual development of the students, faculty members, and staffs of the collaborating institutions; to complement each institution's need in business/ industry practice with the academic theory building.

NOW THEREFORE the two parties concerned wish to establish the following Memorandum of Agreement (MOA) which shall lead to the signing of a Memorandum of Agreement (MOA) subsequently containing matters, but not limited to, the following:

Article 1

The institutions resolve to exercise reasonable efforts to:

(a) Promote exchange of academic personnel for teaching, research, of both in areas mutually beneficial;
(b) Academic programs curricula joint-setting at the diploma, bachelor's degree or master's degree in specific areas mutually beneficial to all parties concerned;
(c) Promote internships or temporary employment of students at the areas required by business/industrial institution in cooperation;
(d) Promote research execution in business/industrial institution of academic theory building and development;
(e) Promote cooperation of materials and resource for the academic program;
(f) Consider organizing joint seminars and or conference in areas mutually agreeable;
(g) Promote joint research and publication in specific areas mutually beneficial; and
(h) Promote others forms of cooperation mutually agreeable by the parties concerned form time to time.

Article 2

Nature of cooperation:

This cooperation encompasses the area in exchanging business/industry professionals/ practitioners training, joint-curricula setting, student internships, and faculty members in academic programs, administration, teaching, research, and development, and cultural affiliation.

Article 3

Curriculum:

All parties concerned will work together in developing the applicable academic curriculum in specific areas mutually agreed, and outlined ultimately in the Memorandum of Agreement (MOA).

Article 4

Faculty Member & Business/Industry Practitioner:

All parties concerned will promote and conduct exchange of academic & business/industry practitioner as well as related personnel, taking into consideration the specific needs of either party and mutually agreed by all parties.

Article 5

Academic Programs:

All parties concerned will retain full control and authority on academic matters or business/industry code of conduct in their respective degree, diploma programs, and positions in business/industrial institutions, however, amendments and customizations to meet regulatory compliance shall be done with mutual consent of the parties involved.

Article 6

Finance:

All parties concerned shall specify the financial implications (training or internship fees, et cetera) of the collaboration in the Memorandum of Agreements mutually agreed by both parties.

Article 7

Confidentiality:

1. Each party shall undertake to observe the confidentiality and secrecy of documents, information and other data received from or supplied to, the other Party during the period of the implementation of this Memorandum of Agreement or any other agreements made pursuant to this Memorandum of Agreement.
2. For purposes of paragraph 1 above, such documents, information and data include any documents, information and data which is disclosed by a Party (the Disclosing party) to the other Party (the Receiving party) prior to, or after, the execution of the Memorandum of Agreement, involving technical, business, marketing, policy, know-how, planning, project management, and other documents, information, data and/or solutions in any from, including but not limited to any document, information or data which designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving party or if orally given, is given in the circumstances of confidence.
3. Both Parties agree that the provisions of this Article shall continue to be binding between the parties not whit standing the termination of this Memorandum of Agreement.

Article 8

Effect of Memorandum of Agreement:

This Memorandum of Agreement serves only as a record of the Parties' intentions and does not constitute or create, and is not intended to constitute or create, obligations under domestic or international law and will not give rise to any legal process and will not deemed to constitute or create any legally binging or enforceable obligations, express or implied.

Article 9

No agency:

Nothing contained herein is to be constituted as a joint venture partnership of formal business organization of any kind between the Parties or so to constitute either Party as the agent of the other.

Article 10

Duration and Termination:

1. This Memorandum of Agreement (MOA) shall be effective upon the date of signature by the appropriate of both institutions and shall be valid for a period of **5 (Five) years**.
2. Either Party may terminate this Memorandum of Agreement (MOA) at any time by giving ninety (90) days prior written notice to the other Party.
3. Termination of this Memorandum of Agreement (MOA) shall not affect any other commitment or arrangement made prior to termination.

SIGNED for and on behalf:
FACULTY OF TECHNOLOGY AND VOCATIONAL EDUCATION (FTVE), UNIVERSITAS PENDIDIKAN INDONESIA, (BANDUNG, WEST JAVA, INDONESIA)

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(Prof. Dr. Mokhamad Syaom Barliana, M.Pd., M.T.)
Dean

In the presence of:

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(Assoc. Prof. Dr. Ana, M.Pd.)
(Vice Dean)

Date: September 11th, 2018

SIGNED for and on behalf:
COLLEGE OF HUMANITIES AND APPLIED SCIENCES, NATIONAL YUNLIN UNIVERSITY OF SCIENCE AND TECHNOLOGY, (DOULIOU, YUNLIN, TAIWAN)

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(Prof. Mingchang Wu, Ph.D.)
Dean

In the presence of:

Date: September 11th, 2018