

MEMORANDUM OF AGREEMENT
FOR PHD STUDENTS AND FACULTY EXCHANGE
between
UNIVERSITE PARIS-SUD (FRANCE)
and
NATIONAL TAIWAN UNIVERSITY (TAIWAN)

Université Paris-Sud,

member of the *Communauté d'Universités et d'Établissements* « Université Paris-Saclay »,
a Public Institution with a Scientific, Cultural and Professional focus,
whose headquarters are located 15 rue Georges Clemenceau, 91405 Orsay Cedex, France,
represented by its President, Prof. **Sylvie Retailleau**, acting by virtue of the authority vested in her
by law and the Board of Trustees of May 30, 2016,

on the one hand,

and

National Taiwan University,

Located in No. 1 Sec. 4 Roosevelt Road, Taipei 10617, Taiwan,
Represented by its Interim President, Prof. **Ching-Ray Chang**

on the other hand,

Hereinafter referred to as the Parties.

CLAUSE 1: Purpose of the agreement

In recognition of the benefit derived from international experiences of PhD students and faculty,
the Parties agree on an exchange programme in accordance with the Memorandum of
Understanding signed between the Parties on August 4th, 2014.

The exchange programme shall be implemented between the **Centre for Nanoscience and
Nanotechnology** at Université Paris-Sud and the **Department of Mechanical Engineering** at
National Taiwan University.

CLAUSE 2: Exchange participants

The exchange programme concerns PhD students and faculty.

This agreement pertains to exchange participants only, and does not include spouses or
dependents.

CLAUSE 3: Exchange programme activities

Exchanges may be for the purposes of conducting research and guest lecturing.

The exchange of research materials, publications and information is encouraged.

CLAUSE 4: Balance in exchange

Reasonable efforts shall be made to involve equal numbers of participants from each Party in the
exchange over the period of the agreement.

CLAUSE 5: Period and duration of exchange

The period and the duration of exchange will be determined by the purpose of the exchange and in accordance with the established rules and practices of the host institution.

CLAUSE 6: Selection of exchange participants

Applicants for participation in the exchange will be selected by the institution in which they are formally trained or employed, referred hereafter as the home institution, and will be subject to acceptance by the host institution.

CLAUSE 7: Obligations of the Parties

The host institution shall make reasonable efforts to provide assistance on matters which may enhance the exchange experience of participants such as campus facilities, housing options and visa requirements.

The host institution will provide exchange participants with office space, library privileges and with the opportunity to engage in research and to use any facilities appropriate to the position.

The host institution assumes no financial responsibilities and the home institution will maintain their faculty on full salary and benefits for the period of exchange.

Both Parties shall collect, process, use, disclose and otherwise manage personal information only for the purposes of fulfilling their obligations under this agreement.

CLAUSE 8: Responsibilities of exchange participants

Exchange participants will be responsible for complying with immigration and visa requirements.

Exchange participants must abide by all rules and regulations of the host institution, in particular those concerning the intellectual property.

All exchange participants shall be covered by health, repatriation and civil liability insurance that is valid in the host country. The cost of insurance will be paid by the participants or the Parties, depending on the home institution policy.

All expenses incidental to the exchange programme including travel, accommodation, food, insurance, etc. shall be the responsibility of the participants, unless both Parties agree to alternative arrangements.

Exchange participants shall submit a report on the experience to their home institution.

CLAUSE 9: Confidentiality

Each Party undertakes to provide the other Parties with all the information required for carrying-out joint research work as the case may be. Scientific results shall be published according to the usual custom and practice of the scientific community.

The Parties undertake to ensure that the information exchanged and identified as confidential:

- is kept strictly confidential and is protected to the same extent as their own confidential information;
- is only provided to their members of staff requiring knowledge thereof and is only used in application of this Agreement, for four years as from its date of communication.

To the extent allowed by the law of the jurisdiction of each party, any and all publication or communication to the public related to the work carried-out in common or use of the confidential information is subject to the prior and written authorisation of the communicating Party. Each Party undertakes to ensure that its staff complies with the provisions of this Agreement.

Notwithstanding the foregoing provisions, each Party may provide confidential information for which it is able to prove:

- that it was in the public domain prior to its communication or subsequent thereto, but without any breach being attributable to it;
- that it was received legally from a third party;
- that it was already in its possession prior to the execution of the Agreement;
- that it was developed independently and in good faith by its members of staff who did not have access to said Confidential Information.

These provisions may not preclude either the obligation binding on the staff to provide an activity report to its institution or the defense of theses related to the exchange programme.

CLAUSE 10: Results

The results, whether patentable or not, which are obtained pursuant to the exchange programme, are the joint property of the Parties, on a pro rata basis of their respective intellectual, material and

financial contributions. Each Party is entitled to use, free-of-charge, and at its request, the results of the other Parties for the sole purposes of its research and for research collaboration with third parties, to the exclusion of any and all other direct and/or indirect use for commercial purposes. Patent applications are filed in the joint name of the Parties; the name of the inventor(s) shall be mentioned. The expenses relating to filing, the issuing procedure, keeping effective and extending patents, the legal proceedings in particular for infringement, shall be shared between the Parties according to their share in the ownership. The royalties resulting from the exploitation of the results shall be shared between the Parties according to their share in the ownership. The Parties have a free and non-assignable right-of-use over software and databases obtained in common for the programme requirements. Subject to its legal ability to do so, each Party shall grant to the other Party an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, publish, and perform any copyrights or copyrighted material developed under this exchange programme for the purpose of education and research.

CLAUSE 11: Terms of implementation, renewal, revision, termination

This agreement shall be in force on the date of signature by both Parties. It remains valid for a period of five (5) years. Any early termination, amendment or renewal request must follow the procedures stated in Clause 6 of the Memorandum of Understanding. PhD students and faculty already selected and accepted for the exchange programme will not be affected by these changes. Both Parties shall identify an exchange liaison who shall be responsible for all matters relevant to this agreement.

This agreement is signed in two (2) copies in English.

Orsay,
On behalf of Université Paris-Sud



Sylvie Retailleau
President

Date: 09/09/2017

Taipei,
On behalf of National Taiwan University



Ching-Ray Chang
Interim President

Date: _____

CONTACTS AT PARTNER UNIVERSITY

ACADEMIC CONTACT / CONTACT PEDAGOGIQUE OU SCIENTIFIQUE

First and last name Ms. Sun Chen-Li
Position Professor
School Department of Mechanical Engineering
e-mail clsun@ntu.edu.tw

CONTACT FOR AGREEMENT NEGOCIATION AND SIGNATURE

First and last name Ms. Amber Chen
Position Manager for Global Engagement
Office Office of International Affairs
e-mail yuanchen@ntu.edu.tw
Postal address Rm 419, 4th floor, 2nd Admin Bldg
No 1, Sec 4, Roosevelt Rd, Taipei 10617, Taiwan

CONTACTS AT UNIVERSITE PARIS-SUD

ACADEMIC CONTACT / CONTACT PEDAGOGIQUE OU SCIENTIFIQUE

First and last name Mr. Elie Lefevre
Position Professor
School/Institute School of Science
Department
Research unit Centre de Nanosciences et de Nanotechnologies
e-mail elie.lefeuvre@c2n.universite-paris-saclay.fr

CONTACT FOR AGREEMENT NEGOCIATION AND SIGNATURE

First and last name Ms Severine Fogel, PhD
Position Head of International Relations
Office International Relations Office
e-mail severine.fogel@u-psud.fr / relations.internationales@u-psud.fr
Postal address Université Paris-Sud
Direction des Relations Internationales - Batiment 490
91405 Orsay Cedex
France