

**MEMORANDUM OF UNDERSTANDING ON EDUCATIONAL
COOPERATION**

Between

**STATE COUNCIL OF HIGHER EDUCATION FOR VIRGINIA
IN THE COMMONWEALTH OF VIRGINIA
IN THE UNITED STATES OF AMERICA**

And

MINISTRY OF EDUCATION, REPUBLIC OF CHINA (TAIWAN)

The State Council of Higher Education for Virginia, in the Commonwealth of Virginia, in the United States of America, and the Ministry of Education, Republic of China (Taiwan), hereinafter referred to as "the Parties," agree to enter into a Memorandum of Understanding on Educational Cooperation, hereinafter referred to as "MOU," in order to contribute positively to the strengthening of education and learning – related linkages between Virginia and Taiwan.

The parties have reached the following understanding:

Article 1: Purposes

The Parties will pursue the development of a work plan to maintain and enhance bilateral cooperation in education matters and to promote mutual understanding, and the pursuit of common benefits and collaborative development in that sector.

Article 2: Activities

The Parties agree to pursue, through this MOU, the following activities:

The promotion of educational and academic exchanges between individuals, organizations and educational institutions in the Commonwealth of Virginia and Taiwan;

The promotion of study opportunities in the Commonwealth of Virginia and Taiwan;

The promotion of assistance, information and services to those seeking educational opportunities and scholarships; and

The provision of partnership support with appropriate cooperative organizations in the Commonwealth of Virginia and Taiwan regarding seminars, workshops and conferences.

Article 3: Coordination and Implementation

(1) Implementing Officials

Responsibility for coordinating activities and communication concerning this MOU will fall to the Director of the State Council of Higher Education for Virginia, and to the____, Ministry of Education in Taiwan.

(2) Working Group

A Working Group will be formed by the Parties to develop and oversee a work plan to implement this MOU. This Working Group will be co-chaired by the Implementing Officials, or their designates, and may involve participation of other agencies as appropriate. The Working Group thus formed will meet regularly, at least once a year.

(3) Work Plans

An annual work plan will be developed based on proposals submitted to the Working Group. The nature and priority of specific cooperation areas, the types of activities, and the development of annual work plans to be implemented under this MOU will be determined by the Working Group on behalf of the Parties.

(4) Involvement of other organizations

The Parties will promote, facilitate and encourage, as appropriate, the development of direct contacts between institutions, scientific research and other organizations and private sectors, including relevant industry or stakeholder associations.

Article 4: Costs

Unless otherwise agreed between the Parties, each Party participating in co-operative activities and initiatives will be responsible for all costs of its participation at the Working Group and other joint meetings. The State Council of Higher Education for Virginia will perform all of its commitments under this MOU subject to availability of appropriations and funding.

Article 5: Liability

In implementing the cooperative activities under this MOU, each Party will be responsible for its own acts and the results thereof and will not be responsible for the acts of the other Party and the results thereof.

Article 6: Intellectual Property Rights

This MOU does not affect intellectual property rights of the Parties. In proposed cooperative activities, where it is foreseeable that questions related to intellectual property rights might arise, the Parties, in accordance with their national laws, will agree in advance as to the effective protection and allocation of those intellectual property rights.

Article 7: General

This MOU shall come into force on the date of signature by both Parties and shall remain in effect for a period of four years. This MOU may be extended or amended with the written consent of both Parties.

This MOU may be terminated by either Party at any time, upon six months' written notice being given to the other Party. The termination of this MOU shall not affect the validity or duration of activities agreed upon hereunder and initiated prior to such termination, unless the Parties otherwise agree.

Each of the Parties represents to the other that it is a duly constituted agency of its government, respectively the Commonwealth of Virginia and the Republic of China (Taiwan), with full authority to enter into this MOU.

In Witness whereof, the undersigned, being duly authorized, have signed this Memorandum of Understanding.

Done in duplicate in the Chinese and English languages, on the [DATE], both texts being equally authentic.

**For the State Council of Higher
Education for Virginia, Commonwealth of
Virginia, The United States of America**

**For the _____,
Republic of China (Taiwan)**

Mr. Peter Blake
Director