

# MEMORANDUM OF UNDERSTANDING

between

**SUNY Upstate Medical University  
Syracuse, New York**

and

**Technion – Israel Institute of Technology,  
Haifa, Israel**

and

**National Cheng Kung University  
Tainan, Taiwan**

SUNY Upstate Medical University (hereafter referred to as Upstate), represented by its President, the Technion - Israel Institute of Technology (hereafter referred to as Technion), represented by the Dean, Ruth & Bruce Rappaport Faculty of Medicine, and the National Cheng Kung University (hereafter referred to as NCKU), represented by its President, agree to the following:

Upstate, Technion and NCKU (each a University and, collectively, the Universities) enter into this agreement in order to promote cooperation in research and teaching and to encourage scientific, educational and research projects of interest to all parties, through the following activities.

## 1. STAFF EXCHANGES

- 1.1 **Academic Staff Exchanges.** The Universities may nominate their academic staff (such nominating University hereafter referred to as the Sending or Home University) to participate in an exchange for the purpose of study or lecturing at either other University (hereafter referred to as the Host or Receiving University) on a reciprocal basis. The staff participant is subject to approval by the Host University. The period of exchange will normally be one or two semesters. The Host University will provide an appointment for the staff participant at the Host University, office space, library and research facilities, and such other related in-kind assistance as is reasonably practicable. The Sending University will also maintain its academic staff participant on full salary during the period of the exchange. The Host University will assist the visiting academic staff participant in locating living accommodations.
- 1.2 **Academic Staff Visits.** In addition to reciprocal exchanges described in Section 1.1, any of the participating Universities may invite faculty members of the other University for the purpose of lecturing or consultation for a specified period of time, subject to the approval of the Sending University. In such cases the Inviting

University makes appropriate funding arrangements with the invited faculty member.

- 1.3 **Faculty Research Visits.** Any participating University may nominate one or more of its faculty to visit the other University for the purpose of advanced study or research, subject to the approval of the Host University. In such cases, the Sending University will provide the Faculty member with normal salary based on the Sending University's regulations. The Host University will provide institutional courtesies, office space, library and research facilities and an appropriate appointment.

## 2. STUDENT POST DOCTORAL FELLOW EXCHANGES

- 2.1 **Graduate Student and Post Doctoral Exchanges.** Each University may send graduate students to the other Universities in appropriate fields of study.
- 2.2 **Funding.** Payment of Graduate Student Stipends and Post Doctoral Stipends will remain the responsibility of the Sending University. Exchange Students will pay tuition and other fees at their Home University during the exchange period. Exchange Students will also be responsible for all personal expenses incurred at the Host University, including visa, housing, travel, meals, health insurance, books and any required supplies. Exchange students shall be waived from payment of any application, admission and tuition fees at the Host University including course work and thesis supervision.
- 2.3 **Academic Credit.** Both Sending and Receiving Universities agree that whether and under what circumstances academic credit toward a degree at a student's Home University will be awarded for participation in any exchange program between Upstate, NCKU and the Technion should be determined in accordance with the educational system and regulations of such student's Home University. Students desiring to participate in an exchange program, whether as part of a degree or non-degree program, shall submit their applications through their Home University.

## 3. CO-OPERATIVE RESEARCH

- 3.1 **Co-Operative Research.** Co-operative research is to be encouraged as individual scholars or departments establish contact and develop mutual interests. The financial arrangement for and conditions of such agreements will be negotiated individually.
- 3.2 **Research Priorities.** Joint research priorities, topics and mode of interaction between Upstate, NCKU and the Technion will be mutually agreed by the Executive Committee of the International Institute of Biomedical Sciences and Technology (IIBMST).

#### 4. EXCHANGE OF ACADEMIC MATERIALS

Each University shall exchange all relevant materials, including library materials, on a regular basis. The libraries may also exchange reference materials for research purposes.

#### 5. TERMS OF CO-OPERATION

- 5.1 **Agreements in Writing.** The terms of co-operation for each specific activity implemented under this Memorandum of Understanding shall be mutually discussed and agreed upon in writing by the Universities prior to the initiation of such activity.
- 5.2 **MOU.** Any such agreement entered into, as outlined above, will be governed by and added as an Appendix to this Memorandum of Understanding.
- 5.3 **Funding.** The Universities agree that all financial arrangements for the activities hereunder will need to be negotiated and will depend on the availability of funds.

#### 6. CO-ORDINATION OF ACTIVITIES

- 6.1 **Role of IIBMST Executive Committee.** Each University shall designate its representative on the IIBMST Executive Committee to develop and co-ordinate the specific activities agreed upon hereunder.
- 6.2 **Appendices.** Through such Executive Committee members, the Universities may initiate proposals for activities hereunder and the specific details of any such activities will be set forth in letter agreements governed by and added as Appendices to this Memorandum of Understanding.

#### 7. RESOLUTION OF POSSIBLE CONTROVERSIES

The resolution of possible controversies on the interpretation and the implementation of activities under this Memorandum of Understanding, e.g. concerning intellectual property rights arising from joint research activities conducted hereunder, shall be negotiated and agreed upon between the Universities by the Presidents of Upstate, the Technion and NCKU, respectively, or by a representative authorized by each such president to act on his behalf.

#### 8. RENEWAL, TERMINATION AND AMENDMENT

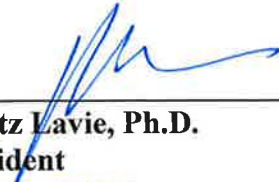
- 8.1 **Terms and Termination.** This Memorandum of Understanding becomes effective on the date of signature of the last to sign of the Universities and shall be effective for five (5) years from such date. Any University may terminate its participation hereunder by notice given in writing to the other Universities at least one hundred and eighty days (180) days' prior to the effective date of such notice of termination. Such University's participation under this Memorandum of Understanding shall terminate on the later to occur of (a) the end of such one hundred and eighty (180)-day period or (b) when all students enrolled in a course of study in an exchange program under this Memorandum of Understanding at the

Signed on behalf of

SUNY UPSTATE MEDICAL  
UNIVERSITY

TECHNION-ISRAEL INSTITUTE OF  
TECHNOLOGY

By:   
David Smith, M.D.  
President

By:   
Peretz Lavie, Ph.D.  
President

Date: 6/1/11

Date: July 17, 2011

NATIONAL CHENG KUNG UNIVERSITY

By:   
Hwung-Hweng Hwung, Ph.D.  
President

Date: 6.28.2011