

BETWEEN

INSTITUTE OF TROPICAL AQUACULTURE AND FISHERIES, UNIVERSITI MALAYSIA TERENGGANU

AND

DEPARTMENT OF AERONAUTICS AND
ASTRONAUTICS,
INTERNATIONAL DEGREE PROGRAMS ON
ENERGY IN ENGINEERING (BA/MA/Ph.D.),
NATIONAL CHENG KUNG UNIVERSITY

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the "MoU") is dated this day of 2025

BETWEEN

UNIVERSITI MALAYSIA TERENGGANU, an institution of higher learning established under the Universities and University Colleges Act 1971 whose address is at 21030, Kuala Terengganu, **MALAYSIA** (hereinafter referred to as "UMT"), of the one part;

AND

NATIONAL CHENG KUNG UNIVERSITY, a research-led university addressed at No. 1, University Road, 701 Tainan City, Taiwan (R.O.C.) (hereinafter referred to as "NCKU"), of the other part.

UMT and NCKU shall hereinafter refer to singularly as "the Party" and collectively as "the Parties".

WHEREAS:

- **A.** UMT is an established university which strives to enhance and strengthen its academic and research activities and has taken various initiatives to compliment its educational excellence. UMT has entered into various collaborative arrangements with other parties to enhance its research capabilities.
- **B.** NCKU is an established university that has maintained its reputation for academic excellence and has been instrumental in national development. It has entered into various collaborative arrangements with others to enhance its academic links and cooperation.

C. The Parties hereby agree to enter into this MoU to declare their respective intentions and to establish a basis of co-operation and collaboration between the Parties upon the terms as contained herein.

THE PARTIES HAVE REACHED AN UNDERSTANDING as follows:

ARTICLE 1 OBJECTIVE

The Parties, subject to the terms of this MoU and the laws, rules, regulations and national policies from time to time in force in each Party's country, will endeavour to strengthen, promote and develop research co-operation between the Parties on the basis of equality and mutual benefit.

ARTICLE 2 AREAS OF CO-OPERATION

- 1. Each Party will, subject to the laws, rules, regulations and national policies from time to time in force, endeavour to take necessary steps to encourage and promote co-operation in the following areas:
 - (a) joint research in biomass/waste conversion, green technology, aquaculture and fisheries;
 - (b) joint student education programs;
 - (c) joint conference
 - (d) producing cooperative international publications;
 - (e) staff and student exchange; and
 - (f) any other areas of co-operation to be mutually agreed upon by the parties.
- 2. For the purpose of implementing the co-operation in respect of any areas stated in paragraph 1, the parties will enter into a legally binding written agreement subject to terms and conditions as mutually agreed upon by the Parties.

ARTICLE 3 FINANCIAL ARRANGEMENTS

- 1. This MoU shall not create any financial obligations between the Parties.
- 2. Any other activities that involve cost and financial implication shall be discussed further by the Parties.

ARTICLE 4

EFFECT OF MEMORANDUM OF UNDERSTANDING

This MoU serves only as a record of the Parties' intentions and does not constitute or create, nor is it intended to constitute or create, obligations under domestic or international law. It will not give rise to any legal process and will not be deemed to constitute or create any legally binding or enforceable obligations, whether express or implied.

ARTICLE 5

ENTRY INTO EFFECT AND DURATION

- 1. This MoU will come into effect on the date of signing and will remain in effect for a period of five (5) years, unless terminated by either Party with at least six (6) months' prior written notice.
- 2. This MoU may be extended for a further period of five (5) years subject to mutual written consent by the Parties.
- 3. The termination of this MoU will not affect the implementation of ongoing activities/programs that were agreed upon prior to the date of termination, where practicable.

ARTICLE 6 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 MoU or any other agreements made pursuant to this MoU.
- 2. For purposes of paragraph 1 above, such documents, information and data include any document, 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 this MoU, involving technical, business, marketing, policy, know-how, planning, project management and other documents, information, data and/or solutions in any form, including but not limited to any document, information or data which is 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 notwithstanding the termination of this MoU.

ARTICLE 7 INTELLECTUAL PROPERTY RIGHTS

- 1. The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations of the Parties and with other international agreements signed by both Parties.
- 2. The ownership of the intellectual property rights in respect of any technological development and any products and services development carried out jointly by the Parties shall be discussed, determined and agreed upon by the Parties.

3. The use of the name, logo and/or official emblem of any of the Parties on any publication, document and/or paper is prohibited without the prior written approval of either Party.

ARTICLE 8 REVISION, MODIFICATION AND AMENDMENT

The Parties may revise, amend or modify all or any part of this MoU through a supplementary MoU in writing. Such revision, amendment, or modification, if mutually agreed upon, shall come into effect on a date determined by the Parties. Any revision, amendment, or modification shall be made without prejudice to the rights and obligations arising from or based on this MoU prior to or up to the date of such revision, amendment, or modification.

ARTICLE 9 NO AGENCY

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

ARTICLE 10 SETTLEMENT OF DISPUTES

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this MoU shall be settled amicably through mutual consultation and/or negotiations, and shall be made in a written agreement between the Parties, without reference to any third party or tribunal.

ARTICLE 11 NOTICES

Any communication under this MoU will be in writing in English and delivered by registered mail to the address or sent to the electronic mail address or facsimile number of UMT or NCKU, as the case may be, shown below or to such other address or electronic mail address or facsimile number as either Party may have notified the sender and shall, unless otherwise provided herein, be deemed to be duly given or made when delivered to the recipient at such address or electronic mail address or facsimile number which is duly acknowledged:

To UMT: Institute of Tropical Aquaculture and Fisheries

Universiti Malaysia Terengganu

21030 Kuala Terengganu

MALAYSIA

Contact Person : Ts. Dr. Wan Adibah Wan Mahari &

Prof. Ts. Dr. Lam Su Shiung

Tel : +6013-9386334/+6016-7115694

Fax : +609 668 3390

E-mail : wan.adibah@umt.edu.my &

lam@umt.edu.my

To NCKU: Department of Aeronautics and Astronautics

International Degree Programs on Energy in Engineering

(BA/MA/Ph.D.)

National Cheng Kung University

No. 1, University Road,

701 Tainan City, Taiwan (R.O.C.)

Contact Person : Prof. Dr. Shau-Shiun Jan

Tel : +886 6 2757575 ext. 63629

E-mail : ssjan@mail.ncku.edu.tw

IN WITNESS WHEREOF the Parties hereto have executed this MoU on the day and year first above written

For and on behalf of

UNIVERSITI MALAYSIA TERENGGANU

For and on behalf of

NATIONAL CHENG KUNG

UNIVERSITY

PROFESSOR IR 15. DR. MOHD ZAMRI BIN IBRAHIM

Vice Chancellor

Universiti Malaysia Terengganu

Date: 15 / 4 / 2025

DISTINGUISHED PROFESSÖR DR. SHYY-WOEI CHANG

Vice President

National Cheng Kung University

Date: 15 / 4 / 2025

In the presence of:

In the presence of:

PROFESSOR DR. MHD IKHWANUDDIN. ABDULLAH

Director

Institute of Tropical Aquaculture and Fisheries Universiti Malaysia Terengganu

Date: 14/ 4/2025

PROFESSOR DR. SHAU-SHIUN JAN

Chairman, Department of Aeronautics and Astronautics International Degree Programs on Energy in Engineering (BA/MA/Ph.D.) National Cheng Kung University

Date: 14/4/2025