
Memorandum of Understanding

between

Minot State University

and

MingDao University

IN FURTHERANCE OF THE EDUCATIONAL BENEFITS
THAT EACH UNIVERSITY CAN GAIN FROM THE OTHER,
EACH AGREES TO ENTER INTO THIS
MEMORANDUM OF UNDERSTANDING.
IN DOING SO EACH UNIVERSITY ACKNOWLEDGES
THE HIGH QUALITY OF THE TEACHING
AND RESEARCH CONDUCTED AT THE OTHER.

Memorandum of Understanding

The objective of this agreement is to promote long-term cooperative activities. In order to promote cooperation between Minot State University and MingDao University ("the parties") the parties agree as follows:

This Memorandum Of Understanding (MOU) is made and entered into on .../.../2017 in Minot, North Dakota, USA, between **Minot State University** situated at 500 University Avenue West, Minot, North Dakota, USA (hereafter referred to as "MSU") and **Mingdao University** situated at 369 Wen Hua Rd., Pitou, 52345, Changhua, Taiwan, R.O.C. (hereafter referred to as "MDU"); and each university is referred to as a "university."

1. PREAMBLE

Minot State University was created in 1913. MSU is part of North Dakota University System (NDUS), a system of eleven institution of higher education in North Dakota. The MSU College of Business, as one of the leading educational institutions in business education in NDUS, is accredited by the International Accreditation Council for Business Education (IACBE), the Higher Learning Commission (HLC), and National Council for Accreditation of Teacher Education (NCATE).

MingDao School of Managment was created in 2001 and was accorded university status in 2007. MingDao University is recognized and authorized by the Ministry of Education, R.O.C. to operate as a non-profit private institution of higher education, in accordance with the University Act and the Private School Law. MDU is accredited by the Ministry of Education. MDU is authorized to award diplomas and degree programs from undergraduate to doctoral degrees.

With a view to advancing a collaborative relationship, the two universities agree to subscribe as signatories to this MOU and to work together to develop a formal agreement in academic partnership and create programs of value to both parties. Further, the agreement is intended to advance the interests of both universities and contribute to an enduring institutional linkage for education, co-operation and assistance.

2. OBJECTIVES OF JOINT COLLABORATION

The objective of the joint collaboration between **MSU** and **MDU** is to design, develop and deliver academic and business programs and to set out the roles and responsibilities of the universities in working collaboratively toward a common purpose of benefiting students and other members of the university and affiliated communities. The scope of the agreement includes but is not limited to the areas of collaboration outlined in the next article of this MOU.

1. The parties will encourage direct contact and cooperation between their faculty and administrative staff, divisions and other units.
2. Within fields that are mutually acceptable, the parties intend to pursue the following general forms of cooperation:
 - a) Development of joint degree and non-degree programs.

- b) Visits by and exchange of students for the purposes of study and research.
 - c) Visits by and interchange of staff for the purposes of research, teaching and discussions, and professional development.
 - d) Joint research activities.
 - e) Participation in business outreach and networking opportunities.
 - f) Active promotion of our universities to our current and new students.
3. Both parties acknowledge and understand that all financial arrangements, if any, will be subject to negotiation and prior written agreement and any agreement will be subject to the availability of funds.
 4. In respect to any particular form of cooperation, this Memorandum of Understanding ("MOU") will have written agreements annexed to it with regard to any specific program.
 5. If this MOU remains dormant for three years from the date it is signed by the parties or by the later date of signature if the signatures are not concurrent, it will be deemed to have lapsed. Where this MOU continues to be active, the parties agree to review it with a view to extending its term.
 6. This MOU may be terminated at any time by either party by mutual written agreement or in any event by six months' written notice from either party to the other for any reason or for no reason.
 7. Any termination of this MOU under clause 6 and 5 will not operate to prejudice an individual student or staff member engaged as the date of termination in an activity outlined in sub-clauses (a) or (b) of clause 2. The intention being that such individual activity will be permitted to reach its natural or contemplated conclusion.
 8. For the purpose of this MOU, "active" means some substantive activity under at least one of the forms of co-operation outlined in clause 2 above.
 9. A party will ensure that all public statements including statements to the media or articles relating to their joint activities are first cleared by the other party prior to release or publication.
 10. No party will have the right to use the name or the logo of another party without that party's prior written consent and other conditions attached to such consent.
 11. The underlying principle of the joint collaboration between the two universities is to nurture an enduring long term relationship and to deliver programs of value to both parties. Both parties shall endeavor to uphold the value of this MOU and shall seek to fulfill their respective commitments. From this standpoint, the two universities will be open for consideration of fresh ideas and innovative programs, the specific details of which will be separately discussed and agreed upon before their implementation.
 12. This MOU comes in effect immediately after signing by the two parties. As our global economic environment is constantly evolving, this MOU is treated as a living document

and can be amended in writing with the mutual consent of the two universities to address the changing conditions and constraints.

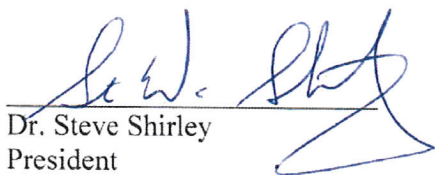
13. The address for notices at Minot State University is:


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Fax: +886-4-8783156
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Signed by both parties as a Memorandum of Understanding by:


Dr. Steve Shirley
President
Minot State University


Dr. Kuo Chu-Hsun
President
MingDao University

Date: 8-3-17

Date: August 17, 2017