

Memorandum of Understanding

Between

The American Institute in Taiwan and
The Taipei Economic and Cultural
Representative Office in the United
States

Regarding Scientific Exchange Activities

I. PURPOSE:

This Memorandum of Understanding (MOU) between the American Institute in Taiwan (AIT) and the Taipei Economic and Cultural Representative Office in the United States (TECRO) hereinafter referred to as the "Participants," is intended by the Participants to provide a framework by which AIT, through its designated representative the National Institute of Environmental Health Sciences (NIEHS), a part of the National Institutes of Health (NIH) in the U.S. Department of Health and Human Services, can provide technical expertise and training to, and engage in scientific exchange activities with, TECRO, through its designated representative the National Health Research Institutes (NHRI).

AIT's designated representative, NIEHS, is one of twenty-seven Institutes and Centers forming the NIH. The mission of NIEHS is to discover how the environment affects people, in order to promote healthier lives.

TECRO's designated representative, NHRI, is a public sector-supported, non-profit research organization. The objective of NHRI is to promote and develop medical and health-related research in order to enhance social welfare of the people.

This MOU outlines the basis upon which AIT, through its designated representative the NIEHS, and TECRO, through its designated representative NHRI, intend to collaborate. The Participants intend that the activities to be conducted pursuant to this MOU may include, but are not necessarily limited to:

- Training in the areas of environmental health sciences research, such as genome stability, environmental epidemiology and/or epigenetics.
- Fostering collaborative basic and applied research on topics related to the environmental health sciences.
- Providing support, training, and advice to NHRI in the establishment of a National Toxicology Program similar to the program already in place at NIEHS.
- Providing support, training, and advice to NHRI in the establishment of a Florescence Microscopy and Imaging Core Facility at NHRI similar to the facility already in place at NIEHS.
- Establishing a Visiting Professorship Program at NHRI in the territory of the authorities represented by TECRO.

This MOU is intended to describe, among other things, the intended general terms and conditions of the Participants' relationship.

II. ADDITIONAL PARTICIPATION

The Participants anticipate that either Participant, through its designated representative, may invite other individuals and entities to participate in the activities contemplated by this Memorandum, subject to the consent of the other Participant through its designated representative. Such other entities may include, as appropriate, institutions in the private and academic sectors, state and local authorities, foreign experts, non-governmental organizations, international organizations, and other agencies associated with the authorities represented by the Participants.

III. PROTECTION OF HUMAN AND ANIMAL SUBJECTS

Both Participants, through their designated representatives, acknowledge the importance of the protection of human and animal subjects in any research, public health, or medical program. Each Participant intends that all activities under this MOU are to be performed by its designated representatives in accordance with the laws, regulations and policies of the authorities that Participant represents regarding the protection of human and animal subjects involved in research.

IV. INFORMATION AND COMMUNICATION

Both Participants, through their designated representatives, intend to complete an Annual Report on the activities carried out under the auspices of this MOU, and occurring at individual sites. The Reports may contain the following: (1) a brief description of each funded project; (2) progress toward that project's goals; (3) scientific and non-scientific staffing; and (4) publications [scientific, publicity, and other] not previously reported. The Reports may be exchanged annually within 30 days of the Anniversary of signing of this MOU.

V. FUNDING AND FISCAL CONSIDERATIONS

The Participants intend that all activities undertaken pursuant to this MOU should be conducted in accordance with the respective laws, regulations, policies and procedures applicable to the Participants and their designated representatives and are subject to the availability of appropriated funds, personnel and other resources.

The Participants intend that any fiscal management functions related to this MOU are to be performed by the Participants' designated representatives. Specific contact information is provided in Appendix A.

VI. LIMITATIONS

- A. Nothing in this MOU obliges NIEHS, acting as AIT's designated representative, or NHRI, acting as TECRO's designated representative, to expend funds or to enter into any financial obligations.
- B. The Participants, through their designated representatives, do not intend to submit any claim for compensation for services rendered to the other Participant, its designated representative, or any other agency of the authorities represented by the other Participant.
- C. This MOU is neither a fiscal nor a funds obligation document.

VII. PUBLISHING

- A. The Participants, through their designated representatives, intend to encourage scientists in activities conducted pursuant to this MOU to publish their findings, both collaboratively and as individuals. In any publication specifically related to work related to this MOU, the Participants, through their designated representatives, intend to make appropriate acknowledgment of this MOU. The Participants, through their designated representatives, intend to make scientific and technological information derived from collaborative activities under this MOU available to the wider scientific community, in accordance with the customary practices and procedures of the Participants' designated representatives.
- B. The Participants, through their designated representatives, may jointly or individually publish at any symposia, national, international or regional professional meeting or in any journal, thesis, dissertation, newspaper or otherwise of its own choosing, the findings, methods and results derived from collaborative activities under this MOU, subject to due observance of the provisions of this Clause. The Participant's designated representative preparing such a publication or any presentation relating to collaborative activities should submit the proposed manuscript to the other Participant's designated representative, for review and comment prior to submission for publication. If the other Participant's designated representative determines that the proposed manuscript contains patentable subject matter which requires protection, that Participant's designated representative may, in writing, request the publishing Participant's designated representative to delay publication for a period of time not exceeding an additional sixty (60) days for the purpose of filing patent applications. The publishing Participant's designated representative should

honor this request subject to any additional discussions between the Participants, through their designated representatives.

- C. When Joint Intellectual Property arises, the Participants, through their designated representatives, intend to use reasonable efforts to negotiate a separate joint ownership arrangement in good faith.

VIII. RECIPROCAL VISITS

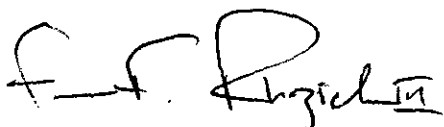
The Participants, through their designated representatives, recognize that activities under this MOU may involve reciprocal visits and exchanges of administrative and scientific personnel and materials between the territories of the authorities represented by AIT and TECRO. The Participants, through their designated representatives, intend to facilitate, to the extent they can, the rapid completion of all necessary clearances and documentation required to allow and encourage these exchanges of personnel, and the movement of research material, equipment, and supplies, subject to all applicable laws and regulations. Each Participant, through its designated representative, intends to be responsible for its own costs, unless otherwise decided in writing, including travel costs, for its own employees participating in any activities pursuant to this MOU.

IX. IMPLEMENTATION

- A. The Participants intend that activities under this MOU may commence on the date of signing this MOU by the signatories of the representative Participants and may continue for up to five (5) years. The signing of the MOU is to be followed by a review and assessment.
- B. Either Participant may discontinue its activities under this MOU for any reason, but should endeavor to provide the other Participant with not less than six (6) months advance notice thereof.
- C. The Participants intend that, without the prior written consent of the other Participant or its designated representative, no Participant is to use in advertising or publicity, or any trade name, trademark, service mark, symbol, or logo, or any abbreviation, contraction or simulation thereof, owned by the other Participant.
- D. This MOU confers no rights upon either Participant or its designated representative to make any representation or commitment on behalf of the other Participant or its designated representative.

Done at Washington this 3rd day of September 2013 in duplicate in the English language.

**For the American Institute in
Taiwan**



Barbara J. Schrage 

Managing Director

**For the Taipei Economic and Cultural
Representative Office in the U.S.**



Deputy Representative

APPENDIX A

Contact information for the Participants' designated representatives:

AIT's designated representative:

NIEHS

Kent Stone
Administrative Officer, Business Services Team Lead
NIEHS
111 T.W. Alexander Drive
P.O. Box 12233
MD A2-05, Room A-212
Research Triangle Park, NC 27709, USA

And TECRO's designated representative:

NHRI

Hsing-Jien Kung
President
National Health Research Institutes
No. 35, Keyan Road, Zhunan Town
Miaoli Country, 35053, Taiwan, R.O.C.

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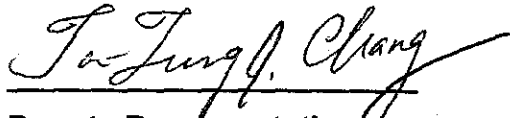
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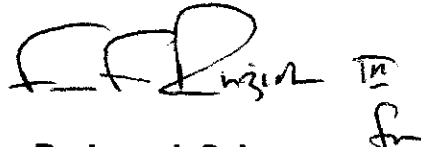
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**For the Taipei Economic and Cultural
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Deputy Representative

For the American Institute in Taiwan


Barbara J. Schrage

Managing Director

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TECRO's designated representative:

NHRI

Hsing-Jien Kung
President
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And AIT's designated representative:

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