

Academic Agreement
Between Colleges of Mechanical & Electrical Engineering, and
Electrical Engineering & Computer Science,
National Taipei University of Technology and
Graduate School of Information, Production and Systems,
Waseda University

College of Mechanical & Electrical Engineering and College of Electrical Engineering & Computer Science, National Taipei University of Technology (hereinafter "NTUT") and Graduate School of Information, Production and Systems, Waseda University (hereinafter "IPS") do hereby agree to establish the following cooperative Academic Agreement (hereinafter "Agreement") in the fields of education and academic research.

(Purpose)

Article 1 The Parties shall provide mutual coordination and cooperation in accordance with the terms and conditions set forth herein or in the agreement memorandum or other arrangement executed hereunder in the spirit of reciprocity, in areas, such as research activities, education activities, and global academic and cultural exchanges, in which the Parties can provide mutual cooperation.

(Cooperative matters)

Article 2 The Parties shall cooperate on the following matters in accordance with this Agreement.

- (1) Exchange of academic materials and information
- (2) Joint research activities
- (3) Exchange of faculty members and research scholars
- (4) Exchange of students enrolled in graduate and professional programmes
- (5) Others

II. Details on implementation of the cooperative project set forth above shall be consulted agreed and confirmed in a written document by and between the Parties.

(Intellectual Property)

Article 3 In order to preserve the integrity, as well as to ensure the proper administration and application of intellectual property arising as a result of the Agreement, both NTUT and IPS agree to cooperate to achieve the most mutually beneficial solution for both parties. When necessary, separate agreements shall be established for each item of intellectual property identified. Both signatory parties shall endeavor to resolve any matters related to intellectual property amicably and in a constructive manner.

(Protection of Personal Information)

Article 4 Based on the Agreement, both NTUT and IPS agree to not divulge or expose any personal information of the obtained through the performance of the Agreement to any third-party except for the cases where (i) the prior written consent of relevant person is obtained, (ii) the laws and regulations allow or compel to disclose the relevant information, (iii) it is necessary as emergency for protection of the life, body, or property of a certain individual, or (iv) competent authority requests to disclose the relevant information. This provision shall survive after the termination of this Agreement.

(Confidentiality Agreement)

Article 5 The Parties hereto shall be obligated to keep strictly confidential any information which was specified as confidential and disclosed by either of the other Party in the form of documents, information, and goods, whether given orally, in writing, by electronic media or any other means. The Parties shall not use any confidential information for any purpose other than that of this Agreement. The Parties hereto shall neither disclose nor divulge such to any third party without the prior consent of the other Party. In the event a Party discloses the above-described documentation and information, etc. to the other Party in a form other than in writing, it shall notify the other Party of the confidentiality within seven (7) days following the disclosure.

II. Notwithstanding the preceding paragraph, the Party receiving such information shall not be under the confidentiality obligations provided for in the preceding paragraph if such information was either:

- (1) Already in the possession of the Party receiving it at the time of disclosure by the other Party; or,
- (2) Publicly known at the time of disclosure by the other Party; or,
- (3) Made into the public domain after disclosure through no fault of the Party receiving it; or,
- (4) Properly obtained from a third party acting with the authorization or consent of the Party disclosing it, without bearing confidentiality obligations.

III. The provisions of the preceding two paragraphs shall survive any expiration or termination of this Agreement.

(Liability)

Article 6 During the performance of the Agreement, when either signatory party is responsible for losses and damages inflicted on or suffered by the other party, the party responsible shall compensate the other party for actual losses and damages (not including indirect damage or consequential loss or damage) suffered.

(Matters for Discussion)

Article 7 Circumstances and matters which are not addressed in any of the Articles of the Agreement shall be decided upon on each occasion through discussions by both signatory parties.

(Notice)

Article 8 Any notice including, but not limited to, change, report, termination, offer, or approval made in relation to this Agreement shall be made to the address designated by each party in writing (e-mail or facsimile shall be available as writing e-mail address or facsimile number will be designated). For facsimile notice, original shall be delivered to the address within the reasonable time period.

II. The above notice shall be effective upon actual receipt. In case of facsimile notice, it shall be effective at the time recorded in the receiver's facsimile machine on the condition that the original is delivered within the reasonable time period. E-mail shall be effective as notice hereunder if the confirmation of receipt is made through reply e-mail. However e-mail shall not be available in respect of modification, termination and assignment of the agreement.

(Good faith principle)

Article 9 This Agreement is concluded on equal terms between the Parties, and the Parties shall fulfill in good faith their obligations assumed under this Agreement.

(Period of Validity)

Article 10 The Agreement shall become effective on the date of signing for five years.

II. On the condition that no requests for termination of the Agreement from NTUT or IPS have been received at least 6 months prior to the expiration date of the Agreement, it shall be automatically extended for a one-year period. Furthermore, this process shall be applied for all subsequent years.

(Amendments to, termination of and assignment of the Agreement)

Article 11 The Agreement shall not be amended or terminated without agreement of both NTUT and IPS.

II. The Parties shall not assign this Agreement.

(Jurisdiction)

Article 12 Any and all disputes arising in connection with this Agreement or any agreement, memorandum or any other form of arrangement (either oral or written) executed hereunder shall be resolved through arbitration in accordance with the Arbitration Rules of the Singapore International Arbitration Centre. The seat of arbitration shall be Singapore. The award of the arbitration shall be final and binding upon the Parties.

This Agreement shall be documented in written form using two original copies, each signed by both NTUT and IPS, and affixed with the official seals of the signatory party representatives. Each signatory party shall keep a signed original.

08 / 06 / 2012

Date (Day / Month / Year):

02 / 08 / 2012

Date (Day / Month / Year):

Professor Che-Hua Yang

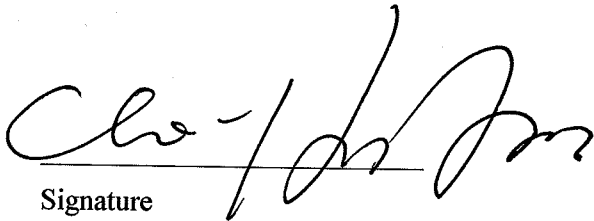
Dean

College of Mechanical & Electrical Engineering,
National Taipei University of Technology

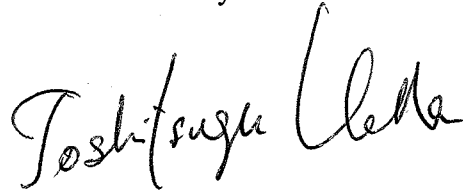
Professor Toshitsugu Ueda

Dean

Graduate School of Information,
Production and Systems
Waseda University



Signature

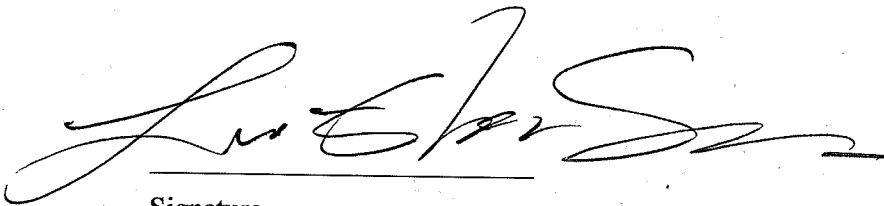


Signature

Professor Jwo-Shiun Sun

Dean

College of Electrical Engineering &
Computer Science,
National Taipei University of Technology



Signature