

MEMORANDUM OF UNDERSTANDING
between
THE UNIVERSITY OF CALIFORNIA, BERKELEY
and
TAIWAN TRANSPORTATION SAFETY BOARD

The Regents of the University of California, on behalf of its Berkeley campus (BERKELEY) and Taiwan Transportation Safety Board (TTSB) recognize the value of educational, cultural, and scientific exchanges between international institutions, and have determined that sufficient interest exists to establish this formal memorandum of understanding (MOU).

SCOPE

BERKELEY and TTSB hereby support the development of programs and activities that advance scholarship through our cooperative relationship. These may include:

- I. Notify and participate in joint research projects, joint conferences, workshops, symposia, seminars, and training programs of mutual interest
- II. Pursuit of avenues for exchange of researchers or investigators
- III. Exchange of academic publications and other information, in relation to the field of advanced transportation
- IV. Other forms of cooperation to which the participants agree

This MOU is intended to encourage and facilitate international collaboration on topics of mutual academic interest. BERKELEY and TTSB therefore encourage interested members of our academic and research communities to engage as active participants. Neither institution bears responsibility for the financial support of visiting participants or programs named in this agreement or its addenda. To sustain special programs and activities, both institutions may seek funds from extramural sources, if available.

MEMORANDUM IS NON-BINDING

There are no legally binding obligations for either institution under the terms of this MOU. Agreements between BERKELEY and TTSB regarding specific activities that are intended to be binding may be negotiated and executed subsequent to and separate from this MOU. These agreements may take the form of research contract(s) (RC), business contracts (BC), or implementation agreements (IA), which, if mutually agreed to, would be negotiated and prepared separately, and would not be binding unless and until signed by authorized representatives of both participants.

The participants recognize that the implementation of any agreed upon activity will depend upon the interests and expertise of the individuals involved and the availability of financial resources, space and other resources. Accordingly, the implementation of any exchange, affiliation, collaboration and/or other cooperative program based on this MOU shall be separately negotiated and documented in a writing signed by the participants.

Nothing in this MOU is intended to create a legal partnership or joint venture, nor intended to create any new academic programs. The participants recognize that BERKELEY could only establish such programs in accordance with University of California policies and procedures.

Neither institution bears responsibility for the financial support of visiting participants nor programs named in this agreement or its addenda. To sustain special programs and activities, both institutions may seek funds from extramural sources, if available.

PUBLICITY AND USE OF TRADEMARKS

Nothing in this MOU authorizes a participant to use the name of the other participant or its employees in any advertisement, press release, or publicity with reference to this MOU or any product or service resulting from activities contemplated by this MOU. The participants acknowledge that by entering into this MOU BERKELEY is neither stating nor implying that it has tested, endorsed or approved any product, service or company.

Nothing in this MOU is intended to restrict either participant from disclosing the existence of any nature of this MOU or from including the existence of and nature of this MOU in the routine reporting of its activities.

INTELLECTUAL PROPERTY

Rights in intellectual property, publication, and data will not be secured under this non-binding MOU.

TERM AND TERMINATION

This MOU is expected to remain in effect for five years from date of signature with the possibility of renewal; however, if either institution desires, the understanding memorialized herein may be revoked at any time after the first six months by either participant giving six months' prior written notice to the other participant or amended or extended by mutual consent in writing signed by authorized representatives of the participants. Termination or expiration of this MOU will not automatically terminate any separate agreement between the participants related to the subject matter of this MOU.

BERKELEY shall have the right to terminate this MOU in the case of occurrence of any of following events: (a) a participant is located in a country or region that is a U.S.-embargoed country or sanctioned region or (b) a participant or their persons collaborating under this MOU are on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Department of Commerce Denied Persons List or Entity List. BERKELEY shall notify TTSB of this action in writing, and termination shall be effective as of the date of this notice.

ACADEMIC SPONSORS

The following academic units initiated this MOU:

For TTSTB
Highway Occurrence Investigation Division
2F., No. 200, Sec. 3, Beixin Rd., Xindian Dist.,
New Taipei City, 231228
Taiwan (R.O.C.)
Phone: +886-2-7727-6270
E-mail: jstseng@ttsb.gov.tw

For BERKELEY
Scott Moura, Faculty Director
California Partners for Advanced Transportation
Technology
Institute of Transportation Studies
University of California, Berkeley
409A McLaughlin Hall MC 1720
Berkeley, CA 94720-1720
E-mail: smoura@berkeley.edu

ADMINISTRATIVE CONTACTS

The following administrative contacts are responsible for executing this MOU:

For TTSTB
Highway Occurrence Investigation Division
2F., No. 200, Sec. 3, Beixin Rd., Xindian Dist.,
New Taipei City, 231228
Taiwan (R.O.C.)
Phone: +886-2-7727-6270
E-mail: jstseng@ttsb.gov.tw

For BERKELEY
Global Engagement Office
200 California Hall #1500
Berkeley, CA 94720
Phone: 510-642-2547
Email: geo@berkeley.edu

GENERAL TERMS

1. Each participant is liable for its own acts and omissions under this MOU, which, for the prevention of doubt, does not include any liability based on the acts or omissions of a third participant.
2. Confidential information shall be exchanged only under the terms of a separate agreement, whether a non-disclosure agreement, sponsored research agreement, material transfer agreement, or data use agreement. No confidential information shall be disclosed pursuant to this MOU.
3. Neither participant shall disclose information subject to export control regulations to the other participant.
4. This MOU may be executed in counterparts, which taken together will constitute one document.
5. This MOU is written in English and Chinese. In the event of a discrepancy between the English and Chinese version of this MOU, the English version will prevail.

The participants agree that this non-binding MOU may be electronically signed. Each participating institution will receive a fully executed copy of the document. This MOU shall be effective when fully-executed by qualified representatives of each participant, as of the date of the last signature (the "Effective Date").

The University of California, Berkeley

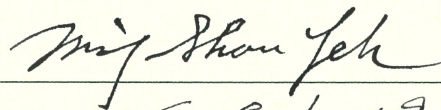
Taiwan Transportation Safety Board



Date: September 19, 2023

Lisa Alvarez-Cohen

Vice Provost for Academic Planning & Senior
International Officer



Date: September 19, 2023

Ming Shan Yeh

Vice Chairperson

加州大學柏克萊分校 與 國家運輸安全調查委員會 瞭解備忘錄

加州大學董事會代表其柏克萊分校（以下簡稱柏克萊分校）和國家運輸安全調查委員會（以下簡稱運安會）共同體認國際機構之間的教育、文化和科學交流的價值，雙方決定建立正式的瞭解備忘錄（以下稱備忘錄）。

範圍

柏克萊分校和運安會（以下稱「雙方」）將透過雙方合作，推動學術計畫與活動發展，合作內容包括：

- I. 告知並參加雙方之聯合研究項目、會議、工作論壇、研討會以及培訓計畫
- II. 尋求研究人員或調查人員（以下稱參與成員）交流的途徑
- III. 交流先進交通領域之學術出版物和其他資訊
- IV. 其他雙方同意的合作形式

本備忘錄旨在鼓勵和促進雙方進行國際合作。因此，雙方鼓勵彼此之學術及研究成員積極參與。雙方均不負擔來訪參與成員之經費，或為本備忘錄或附錄中指定項目經費之承擔責任。為推動特定計畫和活動，若有必要，雙方皆可以透過外部資源尋求經費。

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根據本備忘錄的條款，雙方均不承擔法律義務。雙方具有法律效力的協議得以在本備忘錄之外單獨協商和執行，得以採取研究契約、商業契約或執行協議等形式，協議須取得雙方同意，並經雙方的授權代表簽署後才具法律效力。

雙方同意任何協議活動的執行，係依據所涉及之個人的領域和專業知識及可用之財務資源、空間和其他資源，因此基於本備忘錄的任何交流、聯繫、協作或其他合作計畫的實施均應單獨協商並以雙方簽署之書面形式記錄。

本備忘錄並無意涵建立任何法律合作夥伴關係、合資計畫及新的學程。雙方瞭解柏克萊分校僅能根據加州大學的政策和程序辦理前項所述項目。

雙方均不負擔來訪參與成員之經費，或為本備忘錄或附錄中指定項目經費之承擔責任。為推動特定計畫和活動，若有必要，雙方皆可以透過外部資源尋求經費。

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本備忘錄不限制雙方揭露本備忘錄之存在，也不限制將本備忘錄之存在及內容納入活動報告。

智慧財產

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期限和終止

本備忘錄自簽署日起生效，有效期限為 5 年，期間可重新簽署以延長期限。若任何一方有意願終止，需於備忘錄簽署後六個月後提出，或提前六個月以書面方式提出撤銷；若任何一方有意願進行修改或延長備忘錄，可經雙方授權代表簽署修改或延長備忘錄。本備忘錄的終止或到期條文不會自動終止原雙方依據本備忘錄單獨簽署的協議。

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學術贊助

本備忘錄發起單位：

國家運輸安全調查委員會

公路調查組

地址：231 新北市新店區北新路三段 200

號 2 樓

電話：+886-2-7727-6270

信箱：jstseng@ttsb.gov.tw

加州大學柏克萊分校

運輸研究所先進交通技術研究中心

Scott Moura 主任

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Berkeley, CA 94720-1720

信箱：smoura@berkeley.edu

行政聯繫方式

本備忘錄負責管理聯繫單位：

國家運輸安全調查委員會

公路調查組

地址：231 新北市新店區北新路三段 200

號 2 樓

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加州大學柏克萊分校

全球參與辦事處

地址：200 California Hall #1500

Berkeley, CA 94720

電話：510-642-2547

信箱：geo@berkeley.edu

一般條款

1. 在本備忘錄下，參與成員對其自身的行為和疏失承擔責任；為消除疑義，此不包括第三方的行為或疏失所產生的任何責任。
2. 機密資訊只能根據單獨協議的條款進行交換，無論是保密協議、贊助研究協議、資料轉接協議或數據使用協議，不得根據本備忘錄揭露任何機密資訊。
3. 雙方均不得向另一方揭露受出口管制法規限制的資訊。
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5. 本備忘錄以英文和中文書寫，若本備忘錄中英版本有差異，以英文版本為主。

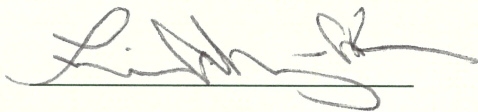
雙方同意此備忘錄可透過電子簽署的方式簽署。雙方將收到一份簽署完成的文件複本。本備忘錄將在雙方的授權代表完成簽署後生效，生效日期為最後簽署日期。

加州大學柏克萊分校

國家運輸安全調查委員會

簽署：

簽署：



日期：

日期：

September 19, 2023

September 19, 2023

Lisa Alvarez-Cohen

葉名山

副教務長兼國際事務官

副主委