THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON

AND

CHINA MEDICAL UNIVERSITY

PROGRAM AGREEMENT

This Program Agreement ("Agreement") is entered into effective November 30, 2007, by and between The University of Texas Health Science Center at Houston, on behalf of its Medical School (collectively "UTHSC-H"), a component of The University of Texas System ("UT System") and China Medical University hereinafter referred to as "CMU," located in Taiwan. This Agreement shall be consistent with and under the general provisions of an existing Agreement of Cooperation between the parties hereto.

Section 1. Background

CMU was established as China Medical College on June 6, 1958 and transformed itself into China Medical University in 2003. It is the first academic institution in Taiwan where Chinese medicine and pharmacy programs are provided. The university has steadily grown to its present position as one of the foremost medical university in Taiwan. The university has two major campuses, Taichung and Beigang.

CMU consists of 6 colleges (Medicine, Chinese Medicine, Pharmacy, Health Care, Public Health, and Life Sciences), General Education Center, 14 centers and organizations. Currently, CMU has 22 bachelors programs, 21 Masters programs and 6 Doctoral programs with a total enrollment of about 7,700 students. Current faculty includes 89 professors, 130 associate professors, 162 assistant professors and 88 lecturers.

Section 2. Purpose

The purpose of this Agreement is to provide CMU Students ("Students") an experience in laboratory research as part of the Summer Research Program at UTHSC-H.

Section 3. Responsibilities of UTHSC-H

UTHSC-H:

(a) shall designate a qualified member of UTHSC-H's faculty ("UTHSC-H Liaison") to cooperate and coordinate with the Students to provide a jointly planned experience at UTHSC-H.

(b) shall enable the Students to become familiar with:

(1) acquiring first-hand biomedical research experience in the basic or clinical sciences;

(2) acquiring research skills through training in UTHSC-H labs;

(3) science training workshops; and

(4) a seminar series

(c) may request, in writing through the UTHSC-H Liaison, that CMU remove the Students from UTHSC-H in the event his/her health status prevents the successful completion of this experience.

(d) shall provide the Students:

(1) emergency and stabilizing health care while on UTHSC-H's premises at CMU or the Student's expense; and

(2) access to library areas and materials.

(e) shall retain oversight for all of the administrative and research activities at UTHSC-H.

Section 4. Responsibilities of CMU:

CMU:

(a) shall ensure the Students have the appropriate qualifications and level of experience to successfully complete this experience;

(b) shall provide UTHSC-H Liaison with information regarding the Student's qualifications and experience, upon request;

(c) shall ensure the Students have the appropriate visa and other necessary immigration documentation necessary to complete this experience;

(d) shall compensate UTHSC-H in the amount of Three Thousand Five Hundred United States Dollars (US $3500.00) per student for a eight (8) week term or Four Thousand Three Hundred United States Dollars (US $4300.00) per student for a ten (10) week term, with a maximum enrollment of 10 students per year during the Summer Research Program. In the event CMU makes payment via wire transfer a Twenty-Five United States Dollars (US $25.00) processing fee per wire transfer shall be assessed by UTHSC-H. Payment shall be made in full prior to the start of the Summer Research Program at the same time as the application and mailed to the address in Attachment 1; and

(e) shall be responsible for ensuring the Students:

(1) comply with UTHSC-H's policies regarding attire and personal appearance;

(2) are aware of the necessity for arranging for personal transportation, room and board, as well as other individual needs at CMU or the Students expense;

(3) provides for his/her own health insurance at CMU or the Students expense;

(4) complete the application process required by UTHSC-H to participate in its Summer Research Program;

(5) comply with UTHSC-H's procedural rules, policies and other applicable rules and regulations as they may be related to this experience; and

(6) comply with UTHSC-H's rules and regulations relating to confidentiality of patient records.

(h) shall indemnify and hold harmless UTHSC-H, UT-System, their regents, officers, agents and employees from liability resulting from the acts or omissions of CMU, its directors, officers, agents, employees, or students that arise pursuant to the activities to be conducted hereunder.

Section 5. Other Provisions

(a) No oral representations of any officer, agent, or employee of CMU or UTHSC-H shall affect or modify any obligations of either party under this Agreement;

(b) No amendment to this Agreement shall be valid unless it is reduced to writing and signed by the authorized representatives of both parties;

(c) This Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors and permitted assignees; provided, however, that no assignment by either party shall be effective without the prior written approval of the other party. A delay in or failure of performance of either party shall not constitute default hereunder, or give rise to any claim for damages;

(d) All notices under this Agreement shall be in writing and delivered either by personal delivery or by postage prepaid mail with return receipt requested. Such notices shall be deemed given when received by such party's authorized representative; and

(e) This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Texas.

Section 6. Term and Termination

This Agreement shall commence on or about January 01, 2008 and shall remain in effect until December 31, 2012. Either party may terminate this Agreement, with or without cause, upon five (5) days written notice to the other party.

EXECUTED by The University of Texas Health Science Center at Houston and China Medical University on the day and year first above written, in duplicate copies, each of which shall be deemed an original.

The University of Texas Health Science Center at Houston

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