

MEMORANDUM OF UNDERSTANDING

between

CHINA MEDICAL UNIVERSITY
of Taichung, Taiwan

and

**UNIVERSITY OF SOUTHERN CALIFORNIA,
ON BEHALF OF ITS KECK SCHOOL OF MEDICINE**
of Los Angeles, CA, USA

The China Medical University (hereinafter "CMU") and the University of Southern California, on behalf of its Keck School of Medicine (hereinafter "USC KSOM"), in consideration of their common interest in promoting mutual cooperation in the areas of health, education and research, both wish to expand the basis for friendship and cooperative educational exchange and have set forth the following Memorandum of Understanding (hereinafter this "MOU").

HAVE AGREED AS FOLLOWS

ARTICLE 1 PURPOSE

The Purpose of this cooperation is to build and strengthen ties between the two aforementioned schools and promote academic and research exchanges for non-clinical work among staff and students, based upon the principles of mutual equality and the reciprocity of benefits.

ARTICLE 2 SCOPE OF ACTIVITIES

1.0 Institutional Cooperation and Support

- 1.1 The two institutions will encourage cooperation in any discipline that is studied in both institutions.
- 1.2 The two institutions will seek to promote:
 - Exchange of information and materials
 - Student visits or exchanges
 - Faculty visits or exchanges
 - Joint research activities

- Joint service activities

- 1.3 Both institutions will endeavor to assist each other in the development of their educational services, community profile and international activities.
- 1.4 The terms of cooperation for each specific activity under this MOU will be discussed and detailed in writing by the institutions. Any such document will become a schedule to this MOU.

2.0 Faculty / Student Visits

- 2.1 The details of any particular faculty visits will be determined between the institutions.
- 2.2 Unless otherwise determined by the institutions, the home institution will be responsible for selecting faculty/students for visits, organizing their travel and visa arrangements and all costs agreed to in advance associated with the exchange.
- 2.3 The host institution will provide reasonable assistance in helping to arrange accommodation for visiting faculty/students.
- 2.4 Both institutions will provide an orientation for departing exchange students and an orientation for incoming visitors.
- 2.5 The home institution will ensure visitors are fully aware of the conditions and requirements of the visitor program and this MOU (as it relates to visits) prior to the departure of the visitor.
- 2.6 Each institution will undertake an annual evaluation of the visitor programs and make recommendations for improvements and changes where appropriate.
- 2.7 Visiting faculty/students will be subject to the same legislation, regulations, policies and procedures, as faculty/students at the host institution. Failure by such visiting faculty/students to comply with such requirements may result in termination of their visit by the home or host institution.
- 2.8 The visiting faculty/staff must have appropriate travel and medical insurance and visas for the entire duration of the visit.

3.0 Research

3.1 The institutions will engage in discussions with a view to establishing the basis and detail for them working together

- Develop joint research capabilities
- Facilitate the exchange of research staff
- Identify potential areas for joint research focus
- Form joint supported research teams with clear research objectives, deliverables and performance measures

With regard to intellectual property, each institution will adhere to the intellectual property laws of its respective nation. Intellectual property developed during the visit of a visitor faculty or student will be governed by the rules of the host institution unless otherwise specified by an alternate agreement. In general, the two institutions shall jointly own jointly developed intellectual property resulting from clearly defined collaborative projects. Whenever one institution receives any information from the partner under a clearly defined non-disclosure agreement, necessary steps will be taken to protect the intellectual property received.

The terms of cooperation for each specific activity which are determined following these discussions will be documented in writing prior to the commencement of that activity.

4.0 Other Activity

4.1 In addition to any faculty visit, either institution may invite faculty of the other institution for the purpose of lecturing or consultation for a specified period of time. In such cases the institutions will determine appropriate funding arrangements.

4.2 Either institution may nominate one or more of its faculty to visit the other institution for the purpose of advanced study or research, subject to the approval of the other institution.

4.3 Collaborative publications of journal and conference papers are to be encouraged between institutions.

4.4 Where possible, joint conferences may be organized by the institutions.

- 4.5 Each institution will endeavor to exchange in-house publications, reference materials and other teaching and research material, subject to the rights of any owner of copyright in such documents.
- 4.6 The institutions will consider the development of joint proposals for the conduct of service or entrepreneurial activities.
- 4.7 Each institution will assign a liaison officer to be in charge of developing and coordinating the specific activities that are agreed between the institutions. Through these liaison officers, either institution may initiate proposals for activities. Specific details of such activities will need to be specified in writing by the institutions.
- 4.8 Except as otherwise decided by the institutions, each institution will be responsible for its own costs in relation to the carrying out of programs, projects and activities under this MOU. In the case of student exchanges, visiting students are not expected to pay tuition fees to the host institution.
- 4.9 Each institution will seek to minimize the financial cost for visitors, specifically associated with housing and office space.
- 4.10 This MOU does not constitute any financial commitment by either institution.
- 4.11 Both institutions will take all measures necessary to ensure that the activities considered in this MOU comply with all applicable laws.
- 4.12 Each institution will have the right to conduct similar activities to those set out in this MOU either alone or with third institutions independent of the other institution and free of any obligation to the other institution.

ARTICLE 3 AMENDMENTS, DURATION AND TERMINATION

1. Any amendments to this MOU can be made only in writing signed by both parties and after consultation and mutual consent of the two parties.
2. This MOU shall be put into effect from the date of the signing and continue to be valid from that date, unless terminated or replaced with a new Memorandum of Understanding.


3. This MOU may be terminated by either party by written notice at least three (3) months in advance. Termination of the MOU is subject to finalization of pre-existing visitor activity.

ARTICLE 4 OTHER PROVISIONS

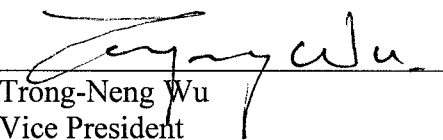
1. The parties hereby acknowledge that they are independent contractors, and neither the University nor any of its agents, representatives, students or employees shall be considered agents, representatives, or employees of Facility. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. University shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Student shall look to Facility for any salaries, insurance or other benefits. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.
2. There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran status, or disability in either the selection of Students for participation in the Program, or as to any aspect of the clinical training; provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the Student's effective participation in the Program.
3. No party shall use the name, logo, or likeness of the other in any advertising or promotional material without the prior written consent of the other party.
4. Both institutions will endeavor to include the other institution's webpage as a hyperlink from their website.
5. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.
6. Whilst the purpose of this MOU is to outline an academic and research exchange framework between the two parties, with the intent to promote internationalization in both institutions, the parties do not intend to be legally bound to each other, and this MOU does not of itself impose legal obligations on either party.

In witness whereof, both parties hereto have agreed on the most recent date below.

On behalf of China Medical University



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Email: kfcheng@mail.cmu.edu.tw

Date: _____



Trong-Neng Wu
Vice President

Date: _____


On behalf of University of Southern California,
on behalf of its Keck School of Medicine


Henri R. Ford
Vice Dean for Medical Education

Date: April 25, 2012


Carmen A. Puliafito
Dean, Keck School of Medicine

Date: _____


Kenneth J. McGillivray
Vice Provost for Global Initiatives

Date: 20/4/12