



**AGREEMENT FOR EXCHANGE
BETWEEN
CALIFORNIA STATE UNIVERSITY, LONG BEACH
AND
CHINA MEDICAL UNIVERSITY**

This Agreement is entered into between the Trustees of the California State University on behalf of California State University, Long Beach (collectively "CSULB"), and China Medical University, Taiwan (as "CMU" hereafter). CSULB and CMU are referred to collectively as the Parties.

CSULB and CMU, wishing to establish cooperative relations and develop academic and cultural interchange through mutual assistance in the areas of education and research, agree to develop programs and academic exchanges subject to the following terms and conditions.

ARTICLE I: OBJECTIVE OF THE AGREEMENT

The purpose of this Agreement is to establish a mutually-beneficial educational and pedagogical relationship. This Agreement establishes the formal understanding of the scope of operations between the Parties, and for the following activities.

ARTICLE II: SCOPE OF AGREEMENT

This Agreement is subject to the availability of funds of either Party. Activities covered by this Agreement include:

- Section 1. The exchange of students from each Party for traditional student exchange programs;
- Section 2. The exchange of academic personnel for teaching, research, or both;
- Section 3. The organization of joint seminars and conferences;
- Section 4. The hosting of visiting faculty from the other Party;
- Section 5. The exchange of academic program materials; and
- Section 6. The development of joint research projects and publications.

ARTICLE III: GENERAL PROGRAM REQUIREMENTS

EXCHANGE OF STUDENTS

Section 1. In this Agreement, unless the context implies otherwise:

- a. "Exchange" shall mean a one-for-one exchange of students from each Party;
- b. "Exchange Students" shall mean students participating in the exchange implemented herein;
- c. "Home Institution" shall mean the Party the student intends to graduate from; and
- d. "Host Institution" shall mean the Party that has agreed to receive the exchange students from the home institution.

Section 2. Tuition and fees:

- a. Students attending either Party as Exchange Students shall register and pay the normal tuition fees to their Home Institution when attending the Host Institution. Students attending either Party as degree seeking students shall pay tuition as determined by the Host Institution.

b. Exchange programs established under this Agreement shall operate on a reciprocal, no-cost basis. Tuition normally charged to students by their Home Institution shall be paid by students directly to their Home Institution. The Parties shall ensure that no additional tuition costs are charged or collected for Exchange Students. Fees for campus services may be charged to the Exchange Student.

Section 3. Funding Resources: Each Party affirms that its Exchange Students shall have the necessary personal funding resources to meet fully their financial obligations as students. Each Party affirms that its participating students shall have health and accident insurance coverage to include costs of emergency evacuation and repatriation.

Section 4. Housing and travel: The Host Institution will facilitate the arrangement of lodging for Exchange Students and faculty, but all expenses incurred for travel, lodging, and other incidental costs associated with the program (laboratory fees, special activity fees, passport and visa costs, etc.) shall be borne by each individual participant. Arrangements for other Party-to-Party payments may be negotiated as necessary and must be agreed to in writing by both Parties.

Section 5. Student conduct and academic policy: While at the Host Institution, Exchange Students are subject to the student conduct and academic policies of the Host Institution for matters specifically related to their program. All Exchange Students must adhere to all course load requirements for student visas under federal and state laws. Both Parties retain sole discretion to dismiss a student from the program at any time for failure to maintain appropriate standards of conduct according to the Host Institution's policies and standards. Students so dismissed will be deregistered from all classes, all tuition and fees will be forfeited in accordance with the Host Institution's policy, and the student so dismissed will be expelled from student housing and escorted to the airport by a designated official. Neither Party is responsible for any fees due to the airline, which must be paid by the student or will be charged to the Home Institution if the student does not have the necessary funds. Notice of such dismissal shall be sent to the Dean of Students, or equivalent office, at the student's Home Institution.

Section 6. The Parties shall consult and establish the number of students to be exchanged as full-time, non-degree students under the provisions of this Agreement on an annual basis. The number of students exchanged is limited only by the principle of reciprocity.

Section 7. The Parties retain at all times the ultimate authority over all admission and subsequent academic decisions respective to each. Each exchange shall meet and satisfy the admission procedures of the department/school/college to which he/she applies as well as the prerequisites for specific courses or programs. Students should be in good academic standing at their Home Institution. Students are expected to maintain good academic standing while on exchange.

Section 8. All Exchange Students from CMU must have the appropriate level of TOEFL (or alternative IELTS or other test scores accepted by the Host Institution) and other test scores required for their respective degree program. If it is determined that a student does not have a sufficient level of English proficiency, he/she will be required to undertake appropriate ESL education prior to formal admission to the program. Exemptions may apply for students primarily educated in English speaking countries or territories.

Section 9. Exchange Students shall be admitted in a non-degree status by the Host Institution for a period of one or two semesters and for a maximum of one academic year.

Section 10. The Host Institution shall issue a transcript and grades for Exchange Students under the same rules and regulations as for its degree-seeking students.

Section 11. Each institution shall provide information on the conversion of credit hours (Taiwan credits to U.S. credits and vice versa) and the conversion of performance measurements (i.e., grades, percentages, marks).

EXCHANGE OF PROFESSORS

Section 1. Teaching Exchange

- a. All teaching exchanges are based on the principle of reciprocity within the same academic year; each institution may nominate one of its professors to participate in an exchange for the purpose of teaching and research in the other institution on a reciprocal basis.
- b. The participants are subject to approval by the Host Institution.
- c. The period of exchange will normally be for one or two semesters, but not to exceed one academic year.
- d. Travel and living expenses for professors on teaching exchanges are not compensated by the Host Institution.
- e. In general, professors on teaching exchanges will remain on full salary and benefits with their respective institutions; some additional remuneration for a differential cost of living may be paid by the Host Institution, subject to negotiation and dependent on the availability of funds at each institution.
- f. Teaching course loads and working hours and conditions will normally be in accordance with established rules and practices of the Host Institution, subject to prior negotiation and agreement.
- g. Remuneration for special projects is subject to special negotiation.
- h. The Host Institution will provide an institutional appointment and office space, and will give access to libraries and other needed facilities for professors on teaching exchanges.
- i. Professors on teaching exchanges must carry medical health insurance that meets the requirements of the Host Institution and/or the host government.

Section 2. Visiting Scholars

- a. Visiting scholars from either institution may make, at the request or with the approval of the Host Institution, a visit to the other institution for the purpose of research, consultation and short-term teaching, subject to prior negotiation.
- b. Travel and living expenses for visiting scholars are not normally paid by the Host Institution, unless specific arrangements are made and agreed to in advance.
- c. The Host Institution will provide an institutional appointment and library access; efforts will be made, subject to prior negotiation, to provide office space and access to needed facilities.
- d. Visiting scholars must carry medical health insurance that meets the requirements of the Host Institution and/or the host government.

ARTICLE IV: TERM AND TERMINATION

This Agreement shall be effective upon its mutual signing and remain in effect for a period of five years, and may be amended or extended upon written agreement by both Parties. This Agreement may be cancelled by either Party in writing with 90 calendar days' notice. In the event that the Agreement is not renewed or is terminated in any other way, any related activities in progress shall continue until the current semester in which the termination takes place is completed.

ARTICLE V: INDEMNIFICATION

- Section 1. CMU shall defend, indemnify and hold harmless California State University and CSULB, and each of their trustees, officers, employees, agents and volunteers from and against any and all liability, loss, expense, or claims for injury or damages arising out of, resulting from, or in connection with the performance of this Agreement, but only in

proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of CMU, its officers, subcontractors, assignees, appointees, agents, or employees.

Section 2. California State University and CSULB shall defend, indemnify and hold harmless CMU and its trustees, officers, employees, subcontractors, appointees, agents and volunteers from and against any and all liability, loss, expense, or claims for injury or damages arising out of, resulting from, or in connection with the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of CSULB, its officers, agents, or employees.

ARTICLE VI: REPRESENTATIONS AND WARRANTIES

Section 1. CSULB represents and warrants that it (1) is in the State of California, acting in its higher education capacity and has the legal capacity to enter into this Agreement; and (2) has obtained all necessary approvals and rights required by applicable laws, rules and regulations necessary to enter into, and perform under, this Agreement.

Section 2. CMU represents and warrants that it (1) is an educational entity in good standing in the country of Taiwan and has the legal authority to enter into this Agreement; and (2) has obtained all necessary approvals and rights required by applicable laws, rules and regulations necessary to enter into, and perform under, this Agreement.

ARTICLE VII: MISCELLANEOUS

Section 1. No Agency: Nothing herein shall be construed to create an agency relationship between the Parties, or any employment relationships between the Parties for any faculty or staff member provided under the exchange program. The Parties are independent contractors and no legal relationship is intended by this Agreement.

Section 2. Compliance with Laws: The Parties will comply with all applicable laws and regulations in their respective countries in performing their obligations hereunder.

Section 3. No Incentive Benefits: The Parties certify that they have not given any incentive benefit directly or indirectly (monetary or in kind) to any employee of CSULB, for the purpose of obtaining, or in connection with, this or any other agreement.

Section 4. Use of Logos, etc.: Neither the Home nor the Host Institution shall use any identifying marks of the other without the express written permission of the other Party.

Section 5. Authoritative Version: The English version of this Agreement shall be the authoritative version of the Agreement for all purposes. In the event of a conflict between the English version and any translation of this Agreement, the English version shall control.

Section 6. Severability: If any section or provision of this Agreement is held illegal, unenforceable or in conflict with any law by a court of competent jurisdiction, such section or provision shall be deemed severed and the validity of the remainder of this Agreement shall not be affected thereby.

Section 7. Whole Agreement and Amendments: This Agreement contains the entire agreement between the Parties and shall not be modified, amended or supplemented, or any rights herein waived, unless such amendment or modification to this Agreement is (i) in writing; (ii) refers to this Agreement; and (iii) executed by an authorized representative of each Party. This Agreement supersedes any and all previous agreements, whether written or oral, between the Parties.

Section 8. Force Majeure: Neither Party shall be liable for any delays in the performance of any of its obligations hereunder due to causes beyond its reasonable control, including

but not limited to fire, strike, war, riots, acts of any civil or military authority, acts of God, judicial action, unavailability or shortages of labor, materials or equipment, impaction or enrollment restrictions ordered by the California State University, or failure or delay in delivery by suppliers or delays in transportation.

Section 9. Governing Law: This Agreement shall be construed in accordance with and governed by the laws of the State of California. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state courts located in the County of Los Angeles, State of California. The aforementioned choice of venue is intended by the Parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the Parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each Party hereby waives any right it may have to assert the doctrine of forum *non conveniens* or similar doctrine or to object to venue or jurisdiction with respect to any proceeding brought in accordance with this paragraph, and stipulates that the state and federal courts located in the County of Los Angeles, State of California shall have *in personam* jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement. Any final judgment rendered against a Party in any action or proceeding shall be conclusive as to the subject of such final judgment and may be enforced in other jurisdictions in any manner provided by law.

Section 10. Privacy: CSU and CMU shall keep confidential at all times any and all information and personal data received from the other relating to teaching strategy, students, employees and tutors, and their performance and progress. Unless compelled by law, no personal data received from the other party will be divulged to any third party without the prior written approval of the individual to whom such personal data relates. The CSU is, and CMU may be subject to various privacy, freedom of information and public records laws, and CSU and CMU agree that they will co-operate and provide all necessary assistance within the legal limits of each country in order to comply with these legal obligations.

Section 11. Insurance: All CSULB students and faculty shall be covered by the Foreign Travel Liability Insurance Program (FTLIP) through the Office of the Risk Manager at CSULB. All CMU students shall be required to purchase CSULB approved insurance.

Section 12. Notices. All notices under this Agreement must be in writing and sent by prepaid airmail and electronic mail as follows:

To China Medical University:

Prof. Shin-Da Lee, Dean of International Affairs
No.91 Hsueh-Shih Road,
Taichung, TAIWAN 40402
Campus Phone: 886- 4-22053366
E-mail: shinda@mail.cmu.edu.tw

To CSULB:

Dr. Jeet Joshee, Associate Vice President and
Dean
1250 Bellflower Blvd.
Long Beach, CA 90840
Campus Phone: 562-985-8330
E-mail: Jeet.Joshee@csulb.edu

Section 13. Institutional contacts:

Sharon Olson
Director, Education Abroad (Outgoing)
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Center for International Education
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Sharon.Olson@csulb.edu

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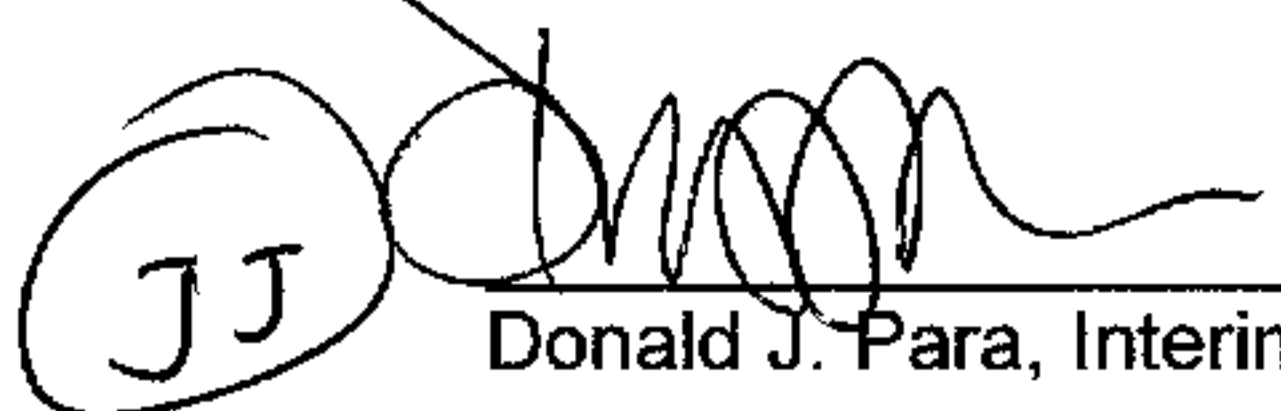
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ARTICLE VIII: CONCLUSION

INTENDING TO BE LEGALLY BOUND, by signing below, each Party acknowledges its agreement with the terms and conditions of this Agreement and each signatory represents and warrants that he/she is authorized to sign on behalf of and to bind his/her Party to all of the terms and conditions of this Agreement.

California State University, Long Beach, USA

China Medical University, Taichung, TAIWAN


Donald J. Para, Interim President


Jong-Tsun Huang, President

Date: 2 October 2013, 2013

Date: Nov. 21, 2013

 **PLEASE
INITIAL**