

January 21, 2015

**GLOBAL CLASSROOM PROGRAM AGREEMENT  
BETWEEN  
CHINA MEDICAL UNIVERSITY (CMU), TAIWAN, R.O.C.  
AND  
UNIVERSITY OF SOUTH CAROLINA (USC), SOUTH CAROLINA, U.S.A.  
DEPARTMENT OF HEALTH SERVICES POLICY AND MANAGEMENT**

This professional services agreement (hereinafter "Agreement") is made effective as of the 30<sup>th</sup> day of January 2015 by and between CMU, Taiwan, R.O.C. and the USC Department of Health Services Policy and Management (hereinafter HSPM). The Global Classroom program is one of the activities mentioned in the Memorandum of Understanding signed between USC and CMU in September 2014.

**WITNESSETH**

**WHEREAS**, CMU and USC desire to enter into an agreement relating to a Study Abroad program for graduate and undergraduate students of USC from May 31<sup>st</sup> 2015 to June 12<sup>th</sup>, 2015, arriving in Taiwan on May 31<sup>st</sup> and departure from Taiwan on June 11<sup>th</sup> or June 12<sup>th</sup>, 2015. CMU will arrange pick-up from the airport. All efforts will be made to ensure that students arrive Taiwan together or in flights close to each other.

**WHEREAS**, CMU will develop and deliver the content on Taiwan's Health Care System to USC students, organize two cultural field trips, arrange field visits to private or public hospitals or government public health facility, provide transportation to and from airport on arrival and for departure back to the USA, respectively, arrange housing (double occupancy hotel rooms), arrange lunch during the program days, and local transportation for visiting hospitals and to go to the cultural activities, etc.

**WHEREAS**, USC desires to collaborate with CMU for the purpose of providing to HSPM specific Study Abroad learning services (hereinafter detailed as "Services") and CMU is willing and agrees to perform the requested Services, all under and pursuant to the terms and conditions of this Agreement; and

**NOW THEREFORE**, CMU and USC hereby agree as follows:

**1. DESCRIPTION OF SERVICES.** It is agreed that CMU will provide professional services to USC HSPM as detailed below.

Program Development: CMU agrees to design, organize, and deliver an educational program to be entitled, "Health Care System of Taiwan" and will cover historical development of Taiwan's health care system, organization and funding of the health system and other specific policy issues related to the system. The agreed upon program will be delivered from June 1<sup>st</sup> to June 10<sup>th</sup>, including Saturday. One of the cultural programs can be arranged either Saturday or Sunday.

Training and Delivery: CMU agrees to organize the training by identifying faculty members and guest lecturers for the classroom sessions in consultation with the program leader from HSPM, USC. Total classroom contact hours will be 38 hours, including presentations arranged in hospitals or public health organizations. CMU faculty and staff will provide the didactic, liaison, and allied services.

Number of students: CMU and USC agree to an enrollment of no more than 16 students. The minimum enrollment needed for the program is 10.

Meals and Housing: CMU will provide lunch during program days (not to exceed US\$4 per student per lunch). While the students are in CMU, CMU will help to book hotel rooms for students (double occupancy) and faculty member. Cost of hotel room should not be more than US\$80 (double occupancy) per night with taxes and fees. The hotel should provide internet access free of charge.

Lecture and activities space/facilities: CMU will provide lecture room and related facilities as needed on-campus and at field sites as required for the activities required for the global classroom program.

Transportation: CMU will organize transportation services back and forth to the Airport and for field visits, cultural excursions, etc.

Fee for Services: USC agrees to pay CMU the expenses incurred. By April 20<sup>th</sup>, USC will pre-pay US\$200 per student to CMU for expenses related to airport transfers, lunch, and cultural programs. CMU will help USC in hotel room booking and USC will pay the hotel directly for the hotel stay of students. For class room teaching of the course (which includes payments to faculty members and guest lecturers) including field visits to hospitals and other sites, HSPM will pay CMU a lump-sum amount of US\$5,000. This amount will also be pre-paid by HSPM to CMU by May 1<sup>st</sup>, 2015. CMU will provide accounting of non-teaching related expenses at the end of the program.

Cancellation policy: In the event of cancellation of the program by USC, the cancellation will be communicated to CMU by the 20<sup>th</sup> of April, 2015. If cancellation happens after the 21<sup>th</sup> of April, 2015 and after the pre-payment of funds to CMU, CMU can deduct the expenses already incurred and refund the balance to USC.

Student Code of Conduct: Students will sign a *USC Code of Conduct* in addition to the *CMU Code of Conduct*. The codes will include restrictions on alcohol use, taking illicit drugs, or leaving Taichung or field trip locations without prior permission from CMU coordinator and USC/HSPM faculty. Any student breaking the code may be immediately terminated from the program and sent back to the United States. The USC student(s) will be liable for any additional expenses incurred due to violation of the code of conduct.

Student Over-sight and Supervision: USC/HSPM faculty/staff will be present for the duration of the Global Classroom program. The USC/HSPM faculty will be responsible for supervision of the students. In the event of emergency or unforeseen circumstances that render the USC/HSPM faculty/staff unable provide student oversight, Dr. Sarina H.L.

Chien, Director of the Center for Public Affairs at CMU will be the primary contact person (and Dr. Roger W.C. Tsai, Dean of the College of Management at CMU will be the secondary contact person) and assume charge of student supervision and addressing student concerns.

**2. TERM.** The term of this Agreement shall begin on the date of signing by both parties and shall continue through December 31<sup>st</sup> 2016. It may be renewed by mutual agreement between CMU and USC.

**3. INDEPENDENT CONTRACTOR.** CMU's relationship to USC in performing Services under this Agreement is that of an independent contractor.

**4. REPRESENTATIONS.** All Services shall be performed in accordance with sound and generally accepted professional practices and industry standards by professional, Managerial and administrative personnel fully qualified in the respective professional discipline required.

**5. ALTERNATIVE DISPUTE RESOLUTION.** It is mutually agreed that, in lieu of any judicial remedy which may otherwise be available to either party, any and all disputes and controversies of every kind and nature between the parties arising out of or in connection with this Agreement as to its existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuance, damages or termination must be submitted to final and binding arbitration, pursuant to and in accordance with the Commercial Arbitration Rules of the American Arbitration Association and with the Chinese Arbitration Association, Taipei ("CAA"). Any such dispute arising under this Agreement must be submitted to arbitration by filing and serving upon the other party a written demand for arbitration within ninety (90) days of the date it first learned or should have known of the dispute. The timely submission of a demand for arbitration shall be deemed a condition precedent to proceeding to arbitration. Each party shall bear its own arbitration costs and expenses. The arbitration hearing shall be held in the residing county of the party against whom the demand for arbitration is made. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

**6. INSURANCE CERTIFICATE & ADDITIONAL INSURED STATUS.** USC students who will join in the Global Classroom Program will obtain Overseas Medical and/or Travel Insurance before the departure. CMU will help handle travel safety insurance for USC students specifically for the off-campus field trips scheduled in the program. USC understands the insurance requirements in Taiwan, R.O.C., differs from those in the US.

**7. NONDISCRIMINATION.** The parties agree that they will not discriminate because of sex, race, religion, color, or national origin, and will not discriminate on any basis covered under other applicable laws in any area of their operations under this Agreement. Any violation by either party shall constitute a material breach of this Agreement.

**8. NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in Taiwan, R.O.C., and the United States mail, postage prepaid, addressed as follows:

If to China Medical University, Taiwan, R.O.C.:

ATTN:

Dr. Roger Wen-Chen Tsai

Professor and Dean

Collage of Management

China Medical University

91, Hsueh-Shih Road, Taichung, Taiwan 40402, R.O.C.

Ph: +886-04-22053366 ext. 6302

[wtsai@mail.cmu.edu.tw](mailto:wtsai@mail.cmu.edu.tw)

If to University of South Carolina, U.S.A.:

ATTN:

Dr. M. Mahmud Khan

Professor and Chair

Department of Health Services Policy and Management

University of South Carolina

Arnold School of Public Health

800 Sumter Street, Columbia, SC 29208

Ph: +803-777-9928

Fax: +803-777-1627

[mkhan@mailbox.sc.edu](mailto:mkhan@mailbox.sc.edu)

Such addresses may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

**9. ENTIRE AGREEMENT.** This Agreement, including any appended Exhibits or Schedules contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

All Agreements between any or all units of the HSPM department of USC and CMU must be channeled and managed through International Programs at USC and CMU.

**10. AMENDMENT.** This Agreement may be modified or amended if the modification or amendment is made in writing and is signed by both parties.

**11. SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**12. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**13. APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of South Carolina and the laws of Taiwan, R.O.C.

**14. ASSIGNMENT.** This Agreement shall be binding upon the successors of either party hereto but shall not be assigned by either party without the written consent of both parties, said consent not to be unreasonably withheld or delayed. The provisions of this Agreement are solely for the benefit of and shall be enforceable only by CMU and USC and their respective successors and assigns as permitted hereunder.


**15. FORCE MAJEURE.** Neither party shall be held responsible for any delay or failure in the performance of any part of this Agreement to the extent that such delay or failure is caused by fire, flood, lightning, lockout, riot, explosion, war, strike, embargo, government requirement, civil or military authorities, acts of God or by the public enemy, acts of terrorism, or other causes beyond the reasonable control of such party.

**16. SIGNATORY AUTHORITY.** The individuals signing below on behalf of China Medical University, Taiwan, R.O.C. and University of South Carolina are authorized to sign and bind their respective organizations to the terms of this Agreement.

**IN WITNESS WHEREOF,** China Medical University, Taiwan, R.O.C. and University of South Carolina, HSPM Department have authorized their representatives to execute this Agreement on their behalves on the dates indicated below.

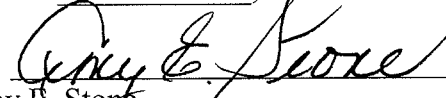
*For China Medical University, Taiwan, R.O.C.*

Dated: 2-24, 2015

By:   
Dr. Wen-Hwa Lee, President  
China Medical University, Taiwan, R.O.C.

*For University of South Carolina, SC, USA.*

Dated: 2-2, 2015

By:   
Amy E. Stone  
Secretary to the Board of Trustees  
University of South Carolina, USA