



AGREEMENT OF COOPERATION



Between

CHINA MEDICAL UNIVERSITY, TAIWAN

And

FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES

WHEREAS, Florida Atlantic University (hereafter FAU) headquartered in Boca Raton, Florida, USA, acting by and through the Florida Atlantic University Board of Trustees, wishes to increase international educational opportunities for the FAU university community; and

WHEREAS, China Medical University (hereafter CMU), a publicly recognized and legally organized institution located in Taichung, Taiwan, wishes to increase international educational opportunities for their university community; and

WHEREAS, representatives of both institutions have held discussions which have established the desirability of clarifying and strengthening the educational and cultural relations between the two parties.

Now, therefore, in recognition of mutual commitments made in the articulation of this agreement; FAU and CMU (the parties) agree as follows:

EDUCATIONAL ACTIVITIES TO BE PURSUED

1.0 Exchange of Faculty and Scholars

1.1 FAU and CMU may exchange faculty and scholars for teaching or research or other collaborative purposes. The home institution is the sending party and the host institution is the receiving party.

1.2 Interested faculty and scholars should submit teaching or research proposals to their home institution's academic coordinator for consideration as part of the exchange. Proposals should explain the objectives for the proposed visit and details on courses to be taught, research to be pursued, or other collaborative activities to be undertaken. If funding is available to support the visit at the host institution, this should be noted in the proposal.

1.3 Once the home institution has approved the faculty exchange proposal, they will provide the proposal and the credentials of the proposed faculty or scholar for exchange to the host institution's designated faculty coordinators and academic officers for review and consideration. If there is mutual interest, detailed arrangements can then be made for the exchange to occur and will be outlined in a letter of invitation to be sent from the host institution to the visiting faculty member or scholar.

1.4 The duration of any exchange shall not exceed one academic year as defined by the host institution. Unless otherwise agreed upon by both parties, the home institution will be responsible for the salary and benefits payable to its faculty members and scholars participating in an exchange. All other costs associated with the visit will be borne by the participant unless otherwise noted in the letter from the host institution.

1.5 The host institution will provide reasonable assistance to such visitors to locate appropriate housing and get settled at the host university.

1.6 Each home and/or host institution may require the participant to obtain health and medical evacuation insurance. The anticipated costs of this insurance will be shared with the prospective individual in advance of their travels, and are a personal expense.

1.7 Faculty must comply with all requisite immigration and visa requirements of the host country and the host institution.

2.0 Joint Research Projects

2.1 In the event a joint research project is proposed by either party, such proposal shall be carefully reviewed by both parties to evaluate the qualifications of the proposed participating faculty members, scholars and students (when appropriate) and the location of the research activity. If the joint research project proposal is initially approved by the participating faculty members, such members shall use reasonable effort to seek outside funding for the proposed joint research project. Once the scope of work, the funding and a budget have been mutually agreed upon, the parties will reduce the agreement to writing and have it executed by the appropriate officials. Any such agreement must include a provision for ownership and commercialization of any intellectual property resulting from the joint research.

2.2 In such joint projects between the two institutions, care shall be taken to consider parity in the numbers and institutional ranks of the personnel involved and the publication rights resulting from the research.

2.3 All research and other activities conducted under this Agreement must be conducted in accordance with the laws, rules, and regulations applicable to each institution and the laws, rules and regulations of the local site.

OTHER COOPERATIVE ACTIVITIES

3.0 Other Activities

3.1 FAU and CMU agree to explore the development of other areas of mutual cooperation to enhance this agreement. Future activities shall be described in a detailed written supplement to this agreement signed by each institution's responsible party.

GENERAL PROVISIONS

4.0 Non- Discrimination

The parties agree to comply with all the federal, state, and local rules, regulations, executive orders, and laws forbidding unlawful discrimination.

5.0 Relationship of Parties

This agreement shall not be construed to create a relationship of institutions, brokers, employees, servants or agents as between the parties. The parties to this agreement are acting as independent contractors. With respect to employee compensation for services provided in connection with this agreement, each party shall be responsible for its own employees' withholding taxes, workers' compensation and other employment-related taxes.

6.0 Agreement Coordination

Each institution shall designate a coordinator to oversee and facilitate the implementation of this Agreement. The initial coordinator for FAU for academic matters will be Dr. Catherine Meschievitz, Director of the Office of International Programs working closely with the Dean's Office of the College of Nursing. The initial coordinator for CMU is Shin-Da Lee, Dean of CMU International Office. Parties agree that each coordinator will collect and distribute to the other, as requested and as reasonably appropriate, information about the facilities, staff, research, publications, and library and educational resources at the respective institutions.

7.0 Accreditations

FAU is accredited by the Southern Association of Colleges and Universities Commission on Colleges (hereafter SACS) to award associates, bachelors, masters and doctoral degrees. SACS is the professional entity that reviews and accredits university and collegiate academic programs in the southeast portion of the USA. The accreditation of FAU does not transfer to, extend to, or include CMU by virtue of this agreement. FAU will abide by and follow the policies and procedures of SACS in carrying out this agreement. CMU agrees to provide timely access to the premises, faculty, students, staff, and records of CMU when such access is requested by SACS or FAU for the purpose of evaluating compliance with the Principles of Accreditation as they may pertain to the activities contemplated by this agreement.

8.0 Diplomas, Certificate and Other Documents

Neither the name of FAU or CMU nor the signature of its officials shall appear on the diplomas, certificates, and other such documents which might be produced by the other institution without the written permission of the coordinator for the institution whose name is being invoked.

9.0 Period of Agreement, Renewal and Termination

9.1 This agreement once signed by both parties will last for six years. Either party may terminate this Agreement for any reason by providing at least ninety (90) days written notice to the other party. Any faculty or scholar participating in an exchange program at the time of the termination shall be allowed to complete the relevant program with such period of completion not to exceed one year.

9.2. This agreement may be renewed by mutual written agreement of both parties.

9.3 If either party fails to follow any materials terms or conditions of this agreement as set forth, the other party has the right to terminate the agreement immediately upon written notice to the other.

9.4 Either party may cancel this agreement at anytime for refusal by the other party to allow public access to all documents, papers, letters, or other materials, pertaining to the activities contemplated by this agreement, subject to applicable laws. Both parties agree to maintain the confidentiality of student records to the maximum extent required by law.

10.0 Use of Institutions' Names: Advertising and Publicity

Neither party shall use the other institution's name, or any name that is likely to suggest that it is related to the other institution, in any advertising, promotion or sales literature without first obtaining the written consent of the other institution. Any advertising or other promotional material or written or oral statements promoting this cooperative agreement must be approved in advance in writing by the coordinators at both institutions and any other appropriate institution officials.

11.0 Waiver

The waiver of any breach of any provision of this agreement shall not be construed as a continuing waiver of said breach or a waiver of any other breaches of the same or other provisions of this agreement.

12.0 Non-Assignment

This agreement may not be assigned by either party without the advance written consent of the other.

13.0 Legal Status and Resolution of Conflict

This agreement shall be governed by the laws of the State of Florida with respect to FAU and the laws of Taiwan with respect to CMU; provided, however that the conduct of any program participants while engaged at the host institution shall be governed by the laws and regulations of the host institution and any such laws and regulations of the home institution that may apply to them. The parties shall cooperate mutually to resolve any disputes or misunderstandings by collaboration and discussion.

14.0 Notices

Any notice to either party hereunder must be in writing signed by the party giving it, and shall be deemed given when mailed postage prepaid by U. S. Postal Service or certified or express mail, or other overnight mail service, or hand delivered, or delivered by facsimile with confirmed receipt, when addressed as follows:

To: CHINA MEDICAL UNIVERSITY
Yuk Man Leung, Professor, Dean,
Office of International Affairs
No.91 Hsueh-Shih Road, Taichung,
40402 TAIWAN (R.O.C)
Phone: +886-4-22053366 ext:1611
Fax: +886-4-2061923
E-mail: ymleung@mail.cmu.edu.tw

And

To: FLORIDA ATLANTIC UNIVERSITY
Catherine S. Meschievitz, Ph.D., Director,
Office of International Programs
777 Glades Road GS (2) 212Q
Boca Raton, FL 33431
Phone: 561-297-3282
Fax: 561-297-2850
E-Mail: cmeschie@fau.edu

or to such other addressee as may be hereafter designated by written notice.

15.0 Amendments

Amendments and notifications to the terms and conditions of this Agreement shall be effective only upon the mutual written agreement of the parties hereto, signed by a person authorized to approve such amendments and/or modifications.

16.0 Budgetary Considerations

Performance under this agreement shall be subject to and contingent upon the availability of funds appropriated or otherwise lawfully expendable for the purpose of this agreement by each institution for the current and future periods. Each institution shall give written notice to the other of the non-availability of such funds upon knowledge.

17.0 Severability

The provisions of this agreement are severable, and if any provision of this agreement is found to be invalid, void or unenforceable, the remaining provisions will remain in full force and effect.

18.0 Counterparts

This Agreement may be executed in one or more counterparts, all of which together shall constitute only one (1) agreement.

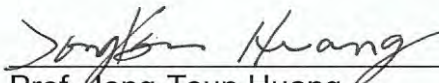
19.0 Authorization

Each party represents and warrants that it is duly authorized to enter into this agreement on behalf of itself and its affiliates, and that this agreement shall not conflict with, or cause it to be in breach of, any other agreements or obligations such party might have.

20.0 Entire Agreement

This agreement, including any exhibits referenced herein, shall constitute the entire agreement and understanding between the parties as to the subject matter hereof and supersedes all prior discussions, agreements and undertakings of every kind and nature between them, whether written or oral, with respect to such subject matter.

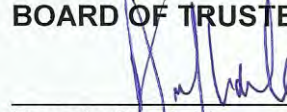
CHINA MEDICAL UNIVERSITY



Prof. Jong-Tsun Huang
President

Date Oct. 28, 2013

**FLORIDA ATLANTIC UNIVERSITY
BOARD OF TRUSTEES**



Dennis Crudele
Acting President

Date 7/24/2013

Approved as to Form
and Legality
General Counsel
Florida Atlantic University

6/10/13
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