



South Dakota

State

University

and

China Medical

University

Agreement

2013



AGREEMENT ON ACADEMIC COOPERATION

Between

CHINA MEDICAL UNIVERSITY, COLLEGE OF HEALTHCARE

And

SOUTH DAKOTA STATE UNIVERSITY

In recognition of their common interests in developing bilateral relations and being convinced that cooperation between institutes of higher learning contributes to cultural enrichment, scientific progress, and the consolidation of friendship between countries, China Medical University, College of Healthcare, Taichung, Taiwan (hereinafter "CMU"), and South Dakota State University, Brookings, SD, U.S.A. (hereinafter "SDSU") agree to establish the following exchange Agreement on Academic Cooperation.

Article I

The institutions intend to promote mutually-agreed programs and activities in the following areas:

- Exchange of students (Undergraduate and Graduate)
- Exchange of faculty and administrative staff
- Collaborative research projects, lectures, symposia, seminars, workshops, etc.
- Exchange of academic information and materials
- Collaboration in instructional and cultural programs, including publication activities of mutual interests and shared access to information networks.

Article II

Specific mechanisms for the implementation of particular agreed upon cooperative and collaborative programs or activities shall be established and described in writing by the responsible authority of each institution prior to the initiation of any particular program or activity. The implementation of these activities is subject to approval from faculty members of the responsible college or department.

The term of such program specific agreements shall not extend beyond five years in length. Each such program specific agreement shall be subject to the availability of any resources required for the activity; provided, however, in the event financial commitments are stated, the term of such agreements may not extend beyond one year in length.

Article III

The parties agree that each activity undertaken pursuant to this agreement shall be dependent on the availability of funds, and financial arrangements for each activity shall be negotiated prior to entering into a program specific agreement related thereto. The parties agree that they shall use reasonable efforts to find adequate financial resources for the activities and exchanges/programs undertaken pursuant to this agreement.

This agreement is designed to facilitate development of mutually beneficial exchanges/programs and to promote research and educational relationships, and should not be deemed to create legal and financial relationships between the parties.

Article IV

All programs and activities developed under the auspices of this Agreement will comply with the relevant procedures, policies, and practices of each institution as well as the applicable laws and regulations of the country or countries in which the programs and activities are conducted.

Both institutions acknowledge that the visit by faculty and students from one institution to the other shall be subject to the entry and visa regulations of each country and shall comply with the relevant regulations and policies of the institutions.

Article V

Each party shall designate a person or office to serve as liaison for the relationship established by this agreement.

South Dakota State University	China Medical University
<p>PRIMARY CONTACT FOR AGREEMENT Name: Sally Gillman Title: Coordinator of Study Abroad Office: Office of International Affairs Email: sally.gillman@sdstate.edu Telephone: 605-688-4913 Fax: 605-688-6540</p>	<p>PRIMARY CONTACT FOR AGREEMENT Name: Wu, Trong-Neng Title: Vice President Office: Office of Vice Presidents, Sixth Floor, LIFU Education Building Email: tnwu@mail.cmu.edu.tw Telephone: 886-4-22053366#1015 Fax: 866-4-22060248</p>
<p>ACADEMIC UNIT CONTACT Name: C.Y. Wang Title: Professor of Food Science & Human Nutrition Office: College of Education and Human Sciences Email: cy.wang@sdstate.edu Telephone: 605-688-5161 Fax: 605-688-5603</p>	<p>ACADEMIC UNIT CONTACT Name: Huang, Hui-Ying Title: Associate Professor Office: Clinical Nutrition Lab, 1607, LIFU Education Building Email: hyhuang@mail.cmu.edu.tw Telephone: 886-4-22053366#7523 Fax: 866-4-22062890</p>

Either party may change its own designated liaison by sending written notice to the other party of such change.

Article VI

This Agreement is established for a period of five years, effective on the date of its signing, but may be terminated early by an institution upon written notice to the other institution at least six months prior to termination. In the event of termination, the institutions shall endeavor to minimize the disruption to students then participating in any programs or activities developed under the auspices of this Agreement.

Article VII

In order to enhance the efficacy of their cooperative activities, CMU and SDSU agree that it shall be possible to introduce changes and additions to this Agreement by means of additional written clauses mutually agreed upon by responsible authorities of each institution.

Article VIII

Both parties subscribe to a policy of equal opportunity and do not discriminate on the basis of race, color, gender, age, ethnicity, religion, national origin, or disability unrelated to an individual's ability to perform the duties of a particular job or position.

Article IX

Since the term of this agreement extends beyond the current fiscal year, it is made contingent upon the Legislature of South Dakota making the necessary appropriations for the expenditures hereunder after such current fiscal year shall have expired. China Medical University, College of Healthcare, acknowledges that legislative action may require the curtailment or termination of some or all of South Dakota State University's educational programs; and China Medical University, College of Healthcare acknowledges further that South Dakota State University is

obligated to respond to such legislative action and may determine that it is necessary in the public interest to curtail exchange programs. Termination of an exchange program in response to a failure of appropriations shall not be deemed a breach of this agreement.

South Dakota State University "SDSU"

**China Medical University, College of Healthcare
"CMU"**

By: David L. Chicoine
Name: David L. Chicoine, Ph.D.
Title: President

By: Jong-Tsun Huang
Name: Jong-Tsun Huang, Ph.D.
Title: President

Date: 8-8-2013

August 8, 2013