

# MEMORANDUM OF UNDERSTANDING

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This Memorandum of Understanding ("MOU") is made and is effective as of February 1, 2019 by and between **China Medical University ("CMU")** having its principal offices located at No.91, Hsueh-Shih Road, Taichung, Taiwan 40402 and **The Board of Regents of the University System of Georgia by and on behalf of the Georgia Institute of Technology ("Georgia Tech")** having its principal offices located at 225 North Avenue, Atlanta, GA 30332, USA.

WHEREAS, the parties desire to provide students with a learning environment that will enhance their understanding of American culture;

WHEREAS, the parties desire to provide technical training to students in the area of advanced manufacturing;

WHEREAS, the parties desire to provide English language training to students who seek to improve their English skills through an intensive English language training program;

NOW, THEREFORE, for good and valuable consideration, the recipient and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Program Summary.** The parties will use reasonable efforts to implement an undergraduate and graduate immersion program for students from CMU located in Taichung, Taiwan, at the campus of Georgia Tech located in Atlanta, GA, USA referred to as the **Summer Language, Culture and Advanced Manufacturing Immersion Program** as described in more detail in Exhibit A ("Program"), which is attached hereto and incorporated herein by reference.
2. **Responsibilities of the Parties.**
  - A. **Responsibilities of Georgia Tech.** Georgia Tech through its GTLI will use reasonable efforts to perform the following:
    - 1) Process applications and register up to thirty (30) students from CMU pursuant to its practices and procedures.
    - 2) Assist the CMU students with compliance of Georgia Tech's deemed export screening requirements.
    - 3) Assist the CMU students with securing Georgia Tech visitor ID cards (i.e., BuzzCards), CRC memberships, and Student Health Center memberships.
    - 4) Require the CMU students to sign liability waivers and releases regarding their participation in the Program and in compliance with applicable Georgia Tech policies.
    - 5) Provide a 3-week English and American culture program, which may include:
      - a. Providing the CMU students with one (1) English course. Upon the completion of the course, the CMU students may receive a certificate indicating its successful completion. Instruction will be provided by experienced Georgia Tech faculty with training in linguistics or another language-related field;
      - b. Provide all CMU students with cultural activities, which may include an Atlanta Braves Game and tour of the Braves Stadium, a day at Six Flags, CNN Studio Tour, Tour of World of Coke, visit to the Martin Luther King Jr. Center, and/or a weekend day trip to the North Georgia Premium Shopping Outlets. Any admission fees will be included in the Program Fee. Bus transportation will be provided for the weekend trip to the North Georgia Premium Shopping outlets. All other destinations are reachable by the Metropolitan Atlanta Rapid Transit Authority (MARTA). A one-month MARTA pass valid for the month of July will be included in the Program Fee; and
      - c. Provide educational assistance to CMU students as reasonably needed for completion of the Program.

- 6) Provide a presentation to the CMU students regarding university graduate admissions in the United States.
- 7) Provide a shuttle to transport the CMU students from the Atlanta airport to the campus of Georgia Tech upon their arrival and from the campus of Georgia Tech to the Atlanta Airport upon their return at the conclusion of the Program.
- 8) Provide an on-campus apartment or suite-style lodging for the CMU students for twenty-one (21) nights through Georgia Tech Conference Services.

Georgia Tech through its GTMI will use reasonable efforts to perform the following:

- 1) Provide a 3-week technical seminar and lab tour program on a variety of advanced manufacturing topics. Seminars will be given by GTMI and Georgia Tech faculty and graduate students.
- 2) Provide tours of GTMI and Georgia Tech facilities and laboratories.

**B. Responsibilities of CMU.** CMU will use reasonable efforts to perform the following:

- 1) Facilitate the application process for CMU students applying to the Program. All applications must be submitted by April 12, 2019.
- 2) Provide a metric of each student applicant's English language proficiency (e.g., TOEFL score) as soon as all applicants have registered.
- 3) Provide a chaperone who will advise the CMU students and assume responsibility for the supervision of students and their behavior during the Program. If CMU does not recruit at least 12 students, the chaperones will need to pay a partial program fee to cover their GT housing cost.
- 4) Arrange and be responsible for the costs for all students and chaperones for all transportation from Taiwan to Atlanta and from Atlanta to Taiwan.
- 5) Ensure that all students and chaperones have appropriate medical insurance and evacuation and repatriation insurance for the duration of the Program.
- 6) Ensure that students and chaperones are responsible for all food costs while attending the program. GT will not provide a meal plan.
- 7) Ensure that students and chaperones are responsible for all additional costs incurred for housing, damages to GT housing, and other items of personal use and service or costs incurred during their stay including any additional costs associated with their free-time activities.
- 8) Ensure that all students and chaperones are aware of and will comply with Georgia Tech's attendance, academic, behavior and other applicable policies and Georgia Tech's Student Code of Conduct as provided in Georgia Tech's Student Handbook.
- 9) Make one wire transfer payment for all applicants by May 10, 2019. No refunds on tuition and fees will be made on or after May 31, 2019. However, if any CMU student is denied a travel visa or is unduly delayed due to travel visa issues, Georgia Tech will provide a full refund, provided the student provides Georgia Tech with a copy of the notice of denial or documentation of the delay from the U.S. Embassy or Consulate. Notwithstanding the foregoing, Georgia Tech will need to have the aforementioned notice and/or documentation no later than July 5, 2019 to provide a full refund.

**3. Duration of the Program.** The Program will be held at the campus of Georgia Tech from July 15, 2019 through Aug. 2, 2019.

**4. Financial Responsibility and Program Fees.** Except as otherwise provided in this MOU, the CMU students will be responsible for the Program Fees as set forth below and any other expenses they personally incur in connection with the Program.

The Program Fee is \$2,800 per student and will cover the following:

- One three-week, non-credit intensive English language course
- A technical seminar series (non-credit, non-certificate), lab and facility tours

- On-campus housing
- Admission fees to all cultural activities and transportation as detailed in Exhibit A.
- Reserved time, space, and instruction on the Georgia Tech campus for prototyping guidance as further described in Exhibit A.

The Program Fee does not include the cost of food, international travel, or any personal expenses incurred by the CMU students while in transit to and from the international origin/destination, on or off campus.

5. **Term, Termination and Renewal.** The initial term of this MOU shall be six (6) months from the effective date as set forth above. Either party may terminate this MOU upon thirty (30) day written notice to the other party. Notwithstanding anything herein, both parties will permit the CMU students to complete the Program to its conclusion once commenced. The parties may renew this MOU upon mutual written agreement.
6. **Notices and Points of Contact.** Any notice which may or is required to be given hereunder will be in writing and will be deemed given, whether actually received or not, when transmitted by electronic mail, facsimile to the fax number set forth below, when deposited, postage prepaid, registered or certified mail, return receipt requested, addressed to Georgia Tech or CMU, as the case may be, at the addresses set forth after their respective names of their points of contact below, or at such different addresses as the parties advise the other in writing.

**For China Medical University (CMU):**

Yi-Wen, Chen  
Associate Professor  
Graduate Institute of Clinical Medical Science  
College of Medicine  
China Medical University  
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**For Georgia Tech:**

Billyde Brown  
Research Associate II  
Georgia Tech Manufacturing Institute  
Georgia Institute of Technology  
813 Ferst Dr., N.W.  
Atlanta, GA 30332-0560  
Telephone: (404) 385-1935  
Fax: (404) 385-0812  
Email: [billyde.brown@gatech.edu](mailto:billyde.brown@gatech.edu)

With a copy to:  
Attn: Office of Legal Affairs  
Georgia Institute of Technology  
760 Spring Street, Suite 324  
Atlanta, GA 30332-0495  
Telephone: 404-894-4812  
Fax: 404-894-3120  
E-mail Address: [asklegal@gatech.edu](mailto:asklegal@gatech.edu)

**7. Miscellaneous.**

- A. The parties are independent contractors and neither party shall be deemed to be employed by the other party. Neither party hereunder has the authority to bind the other to any third party, contractual agreement nor otherwise to act in any way as a representative of the other party. Each party shall be responsible for its own acts and/or omissions and the results thereof.

- B. This MOU contains the entire agreement between the parties regarding the subject matter set forth herein and supersedes any prior communications, written or oral. Any modifications to this MOU must be in writing and signed by both parties.
- C. If any provision of this MOU shall be found invalid or unenforceable, then such provision shall not invalidate or in any way affect the enforceability of the remainder of this MOU.
- D. No waiver or modification of any covenant, term or condition of this MOU will be binding upon either party unless made in writing and signed by a duly authorized representative of such party, and no failure or delay in enforcing any right will be deemed a waiver.
- E. This MOU may not be assigned without the prior written consent of the other party. Upon such written consent, the terms, provisions, and covenants contained in this MOU shall apply to, inure to the benefit of, and be binding upon, the parties hereto and their respective permitted successors and assigns.
- F. This MOU may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. Facsimile or electronic signature copies shall be deemed original for all purposes.

IN WITNESS WHEREOF, the parties have executed this MOU to be duly executed as of the date first written above by their duly authorized representatives.

THE BOARD OF REGENTS OF THE UNIVERSITY  
SYSTEM OF GEORGIA BY AND ON BEHALF OF  
GEORGIA INSTITUTE OF TECHNOLOGY (GEORGIA TECH):

By: 


Name: Dr. Nelson Baker

Title: Dean, Georgia Tech Professional Education

Date: March 18, 2019

REVIEWED BY GT LEGAL AFFAIRS: yhc Feb 21, 2019

China Medical UNIVERSITY (CMU):

By: 

Name: Dr. Liang-Yo Yang

Title: Dean, Office of Global Affairs

Date: March 8, 2019

## **Exhibit A**

### **Detailed Program Description**

The Summer Language, Culture and Advanced Manufacturing Immersion Program will consist of the following:

- Georgia Tech through its Georgia Tech Language Institute ("GTLI") will use reasonable efforts to provide the CMU students with formal training in an intensive English language program and an American cultural immersion experience; and Georgia Tech through its Georgia Tech Manufacturing Institute ("GTMI") will provide the CMU students with technical training in manufacturing topics and a manufacturing research experience with GTMI faculty and students.

The Program will also consist of the following key components:

- A three-week English language non-credit Georgia Tech course for CMU students;
- A three-week cultural immersion program with activities that may include an Atlanta Braves Game, a day at Six Flags, CNN Studio Tour, World of Coke Tour, visit to Martin Luther King Jr. Center, and/or a weekend day trip to the North Georgia Premium Shopping Outlets. Any agreements required by the venues for such activities and for transportation to and from such activities will be handled separately by Georgia Tech;
- A three-week technical training program in the area of advanced manufacturing that may include technical seminars related to a variety of manufacturing topics, tours of GTMI facilities and several laboratories on the Georgia Tech campus, external manufacturing plant tours, and sessions for the students on the Georgia Tech campus to design and manufacture their own unique prototypes using software and 3D printing/machining facilities provided by Georgia Tech.