

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA
University of Pennsylvania School of Dental Medicine
AND
China Medical University College of Dentistry**

The Trustees of the University of Pennsylvania, owner and operator of the University of Pennsylvania acting through its School of Dental Medicine, and College of Dentistry, China Medical University with the goal of promoting academic cooperation and scholarly exchange between the two institutions, seek to enter into a collaborative relationship involving the following:

1. exchange of students and faculty
2. exchange of learning resources; and when appropriate
3. joint research projects

Exchange of Students

The specific details of the exchange programs, such as number of students, academic requirements, who will participate, dates of exchanges and financial obligations will be agreed upon at a later date and must be documented in writing by the appropriate representatives of both institutions. Exchanges on postgraduate level will be considered by each institution on the basis of its regular admissions procedures and departmental requirements.

The participating students / postgraduates will be responsible for all costs and expenses incurred in connection with their participation in the exchange programs, including immigration and visa costs, travel and accommodations. However, the host institution will attempt to assist students in obtaining suitable housing and in adjusting to the local community. The host institution will also provide assistance or documentation for securing appropriate visas.

Faculty Exchange

Faculty exchanges may be arranged on short or long term bases for teaching, research or for other collaborative projects. Each institution agrees to circulate information on opportunities for faculty exchanges. Financial details and other features of each faculty exchange program will be agreed upon and must be documented in writing by the appropriate representatives of both institutions. To the extent possible, each institution will endeavor to locate external sponsorship for faculty exchanges.

Exchange of Educational Resources

Each institution will share information about learning resources, such as continuing education courses, library materials, and conferences through a mutually acceptable communication network.

Joint Research

Either party may propose to the other specific individual research projects for collaboration. The parties will develop an agreement that spells out the details for each agreed-upon joint research projects. The protection and exploitation of any intellectual property arising out of a joint research project will be addressed in each individual project agreement.

General Provisions – All Projects

Prior to the initiation of any particular project or activity, the specific terms of cooperation and exchange for that project must be discussed and agreed upon in writing by the appropriate responsible representatives of both institutions.

Both parties understand that all financial arrangements for specific exchange activities must be mutually agreed upon and will depend on the availability of funds.

In addition, the scope of the activities will be subject to funds available at the institutions for the type of collaboration undertaken and any financial assistance that may be obtained by either from external sources.

Implementation of this Agreement will be coordinated by Dr. Syngcuk Kim, Office of Global Affairs & Continuing Education, University of Pennsylvania School of Dental Medicine and Dr. Ming-Gen Tu, Professor of the College of Dentistry, China Medical University.

Liability

Students / postgraduates and faculty participating in exchange programs must agree to abide by the policies and regulations of the host and sending institutions. Each institution agrees to release and hold the other harmless from and against any claims, damages, liability or costs, to the extent that such claims, damages, liability or costs arise from the negligent or willful acts or omissions of that institution of any of its officers, agents or employees.

Anti-Corruption

Each Party shall comply with any applicable international and local country anti-bribery and anti-corruption laws, decrees, and regulations.

Security, Privacy, & Compliance

- A. Compliance: The parties shall comply with all applicable laws, ordinances, statutes regulations and other requirements established by federal, state, provincial, and local governmental authorities regarding privacy and security protections for Confidential Information. Applicable statutes may include but are not limited to The Family Education Rights and Privacy Act, the Gramm-Leach-Bliley Act and The Health Insurance Portability and Accountability Act.
- B. Use and Disclosure Limitation: The parties agree not to use or otherwise disclose the other's Confidential Information, except (1) As necessary to carry out the responsibilities described in this Agreement; or (2) As expressly permitted by the Disclosing Party in a separate writing.

Non-Discrimination

Both institutions agree that they will not discriminate against any persons on the basis of race, color, sex, sexual orientation, age, religion, national or ethnic origin, or disability.

Term

This agreement will be reviewed after five years by both institutions. Upon expiration of this agreement, unless either party has previously notified the other party in writing of its intention to terminate this agreement, a new agreement may be drafted to continue the cooperation.

Amendments and Termination

Amendments to this MOU may be made at any time after consultation and agreement between the two universities. Any such amendment must be in writing and signed by both parties.

In addition, either party may terminate the MOU in advance of its normal expiration by providing the other with six months' prior written notice. In this case, persons already approved as exchange participants will be allowed to complete their exchange visits under the conditions specified at the time of their invitation to the host institution.

Use of Name and Logo

Neither party shall, without first obtaining the written consent of the other, advertise or otherwise use the other party's name or any of its logos, trademarks, or service marks in any publication, public relations communications, or other public communications.

Non-Binding

This MOU shall not be construed as creating any legally binding rights or obligation on the part of either party and shall not be enforceable in law or equity in any court or tribunal for any purpose.

Mark S. Wolff, DDS, PhD

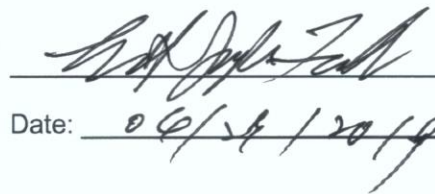
Morton Amsterdam Dean
University of Pennsylvania
School of Dental Medicine



Date: _____

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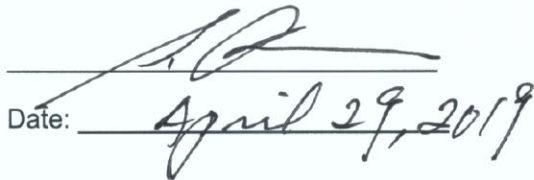
Dean
College of Dentistry
China Medical University



Date: 04/24/2019

Syngcuk Kim, DDS, PhD, MD (Hon)

Associate Dean for Global Affairs
University of Pennsylvania
School of Dental Medicine



Date: April 29, 2019