

**AGREEMENT FOR EXCHANGE
BETWEEN
CALIFORNIA STATE UNIVERSITY, LONG BEACH
AND
CHINA MEDICAL UNIVERSITY**

This Agreement is entered into between the Trustees of the California State University on behalf of California State University, Long Beach (collectively "CSULB"), and China Medical University, Taiwan. CSULB and China Medical University are referred to collectively as the Parties.

CSULB and China Medical University, wishing to establish cooperative relations and develop academic and cultural interchange through mutual assistance in the areas of education and research, agree to develop programs and academic exchanges subject to the following terms and conditions.

ARTICLE I: OBJECTIVE OF THE AGREEMENT

The purpose of this Agreement is to establish a mutually-beneficial educational and pedagogical relationship. This Agreement establishes the formal understanding of the scope of operations between the Parties, and for the following activities.

ARTICLE II: SCOPE OF AGREEMENT

This Agreement is subject to the availability of funds of either party. Activities covered by this Agreement include:

- The exchange of students from each Party for traditional student exchange programs;
- The organization of short-term, study abroad programs;
- The organization of joint seminars and conferences;
- The hosting of visiting faculty from the other Party;
- The exchange of academic program materials; and
- The development of joint research and publications.

ARTICLE III: GENERAL PROGRAM REQUIREMENTS

EXCHANGE OF STUDENTS

Section 1. In this Agreement, unless the context implies otherwise:

- a. "Exchange" shall mean a one-for-one exchange of students from each Party;
- b. "Exchange students" shall mean students participating in the exchange implemented herein;
- c. "Home institution" shall mean the Party the student intends to graduate from;
- d. "Host institution" shall mean the Party that has agreed to receive the exchange students from the home institution; and

Section 2. Tuition and fees:

- a. Students attending either Party as exchange students, study abroad or visiting students shall register and pay the normal tuition fees to their Home Institution when attending the Host Institution. Students attending either Party as degree seeking students shall pay tuition as determined by the Host Institution.
- b. Exchange programs established under this Agreement shall operate on a reciprocal, no-cost basis. Tuition normally charged to students by their Home Institution shall be paid by students directly to their Home Institution. The Parties shall ensure that no additional tuition costs are charged or collected for Exchange students. Fees for campus services may be charged to the visiting student.

Section 3. Funding Resources: Each Party affirms that its Exchange students will have the necessary personal funding resources to meet fully their financial obligations as students. Each Party affirms that its participating students will have health and accident insurance coverage to include costs of emergency evacuation and repatriation.

Section 4. Housing and travel: The Host Institution will facilitate the arrangement of lodging for Exchange students and faculty, but all expenses incurred for travel, lodging, and

other incidental costs associated with the program (laboratory fees, special activity fees, passport and visa costs, etc.) shall be borne by each individual participant.

Arrangements for other Party-to-Party payments may be negotiated as necessary and must be agreed to in writing by both Parties.

Section 5. Student conduct and academic policy: While at the Host Institution, Exchange students are subject to the student conduct and academic policies of the Host Institution for matters specifically related to their program. All Exchange students must adhere to all course load requirements for student visas under federal and state laws. Both Parties retain sole discretion to dismiss a student from the program at any time for failure to maintain appropriate standards of conduct according to the Host Institution's policies and standards. Students so dismissed will be deregistered from all classes, all tuition and fees will be forfeited in accordance with the Host Institution's policy, and the student so dismissed will be expelled from student housing and escorted to the airport by a designated official. Neither Party is responsible for any fees due to the airline, which must be paid by the student or will be charged to the Home Institution if the student does not have the necessary funds. Notice of such dismissal shall be sent to the Dean of Students, or equivalent office, at the student's Home Institution.

Section 6. The Parties will consult and establish the number of students to be exchanged as full-time, non-degree students under the provisions of this Agreement on an annual basis. The number of students exchanged is limited only by the principle of reciprocity.

Section 7. The Parties retain at all times the ultimate authority over all admission and subsequent academic decisions respective to each. Each exchange will meet and satisfy the admission procedures of the department/school/college to which he/she applies as well as the prerequisites for specific courses or programs. It is anticipated that students be in good academic standing at their home institution. Students are expected to maintain good academic standing while on exchange.

Section 8. All Exchange students from China Medical University must have the appropriate level of TOEFL (or alternative IELTS or other test scores accepted by the host institution) and other test scores required for their respective degree program. If it is determined that a student does not have a sufficient level of English proficiency, he/she will be required to undertake appropriate ESL education prior to formal admission to the program. Exemptions may apply for students primarily educated in English speaking countries or territories.

Section 9. Exchange students will be admitted in a non-degree status by the host institution for a period of one or two semesters and for a maximum of one academic year.

Section 10. The host institution will issue a transcript and grades for exchange students under the same rules and regulations as for its degree-seeking students.

Section 11. Each institution will provide information on the conversion of credit hours (Taiwan credits to U.S. credits and vice versa) and the conversion of performance measurements (i.e., grades, percentages, marks).

VISITING SCHOLARS

- Visiting scholars from either institution may make, at the request or with the approval of the host institution, a visit to the other institution for the purpose of research, consultation and short-term teaching, subject to prior negotiation.
- Travel and living expenses for visiting scholars are not normally paid by the host institution, unless specific arrangements are made and agreed to in advance.
- The host institution will provide an institutional appointment and library access; efforts will be made, subject to prior negotiation, to provide office space and access to needed facilities.
- Visiting scholars must carry medical health insurance that meets the requirements of the host institution and/or the host government.

ARTICLE IV: TERM AND TERMINATION

This Agreement shall be effective upon its mutual signing and remain in effect for a period of five years, and may be amended or extended upon written agreement by both Parties. This Agreement may be cancelled by either Party in writing with 90 calendar days' notice. In the event that the Agreement is not renewed or is terminated in any other way, any related activities in progress shall continue until the current semester in which the termination takes place is completed.

ARTICLE V: INDEMNIFICATION

Section 1. China Medical University shall defend, indemnify and hold harmless California State University and CSULB, and each of their trustees, officers, employees, agents and volunteers from and against any and all liability, loss, expense, or claims for injury or damages arising out of, resulting from, or in connection with the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of China Medical University, its officers, subcontractors, assignees, appointees, agents, or employees.

Section 2. California State University and CSULB shall defend, indemnify and hold harmless China Medical University and its trustees, officers, employees, subcontractors, appointees, agents and volunteers from and against any and all liability, loss, expense, or claims for injury or damages arising out of, resulting from, or in connection with the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of CSULB, its officers, agents, or employees.

ARTICLE VI: REPRESENTATIONS AND WARRANTIES

Section 1. CSULB represents and warrants that it is the State of California, acting in its higher education capacity, and has the legal capacity to enter into this Agreement.

Section 2. China Medical University represents and warrants that it (1) is an educational entity in good standing in the country of Taiwan and has the legal authority to enter into this Agreement; and (2) has obtained all necessary approvals and rights required by applicable laws, rules and regulations necessary to enter into, and perform under, this Agreement.

ARTICLE VII: MISCELLANEOUS

Section 1. No agency. Nothing herein shall be construed to create an agency relationship between the Parties, or any employment relationships between the Parties for any faculty or staff member provided under the exchange program. The Parties are independent contractors and no legal relationship is intended by this Agreement.

Section 2. Compliance with laws: The Parties will comply with all applicable laws and regulations in their respective countries in performing their obligations hereunder.

Section 3. No Incentive Benefits. The Parties certify that they have not given any incentive benefit directly or indirectly (monetary or in kind) to any employee of CSULB, for the purpose of obtaining, or in connection with, this or any other agreement.

Section 4. Use of logos, etc. Neither the Home nor the Host Institution shall use any identifying marks of the other without the express written permission of the other Party.

Section 5. Authoritative Version: The English version of this Agreement shall be the authoritative version of the Agreement for all purposes. In the event of a conflict between the English version and any translation of this Agreement, the English version shall control.

Section 6. **Severability:** If any section or provision of this Agreement is held illegal, unenforceable or in conflict with any law by a court of competent jurisdiction, such section or provision shall be deemed severed and the validity of the remainder of this Agreement shall not be affected thereby.

Section 7. **Whole Agreement and Amendments:** This Agreement contains the entire agreement between the Parties and shall not be modified, amended or supplemented, or any rights herein waived, unless such amendment or modification to this Agreement is (i) in writing; (ii) refers to this Agreement; and (iii) executed by an authorized representative of each Party. This Agreement supersedes any and all previous agreements, whether written or oral, between the Parties.

Section 8. **Force Majeure:** Neither Party shall be liable for any delays in the performance of any of its obligations hereunder due to causes beyond its reasonable control, including but not limited to fire, strike, war, riots, acts of any civil or military authority, acts of God, judicial action, unavailability or shortages of labor, materials or equipment, impaction or enrollment restrictions ordered by the California State University, or failure or delay in delivery by suppliers or delays in transportation or similar cause. In the event of a Force Majeure occurrence, the Parties agree to jointly discuss and implement any mutually agreeable ways to minimize the consequences of such Force Majeure occurrence on each other and on Exchange Students then participating in the Exchange program. Such measures may include, to the extent deemed reasonable and feasible by the Parties under the then-existing circumstances, continuing instruction in alternative modalities during the pendency of the Force Majeure occurrence in order to minimize the loss of credits and time to degree for Exchange Students.

Section 9. **Impact of COVID-19.** The Parties acknowledge that the full impact of COVID-19 is not currently known or reasonably foreseeable. In the event that circumstances related to COVID-19, or to any reoccurrence of the COVID-19 outbreak, reasonably prevent a Party from performing its obligations hereunder, the Party whose performance is affected may invoke the Force Majeure clause of this Agreement and be excused from liability for its failure or delay in performing its obligations, even if the circumstances related to COVID-19 were foreseeable at the time of the Parties' execution of this Agreement. In such event, the Parties, as required by Section 8 above, will jointly discuss and implement any mutually agreeable ways to minimize the consequences of such Force Majeure occurrence on each other and on Exchange Students then participating in the Exchange program. Such measures may include, to the extent deemed reasonable and feasible by the Parties under the then-existing circumstances, continuing instruction in alternative modalities during the pendency of the Force Majeure occurrence in order to minimize the loss of credits and time to degree for Exchange Students.

Section 10. **Governing Law.** The Parties agree that they shall endeavor to settle any dispute relating to this agreement by negotiating with each other in good faith. If the Parties are unable to completely resolve the dispute through negotiation, the Parties agree that any disputes between them shall be governed by the law of, and shall be subject to the exclusive jurisdiction of, the country of domicile of the defendant to the action.

Section 11. **Privacy.** CSU and China Medical University shall keep confidential at all times any and all information and personal data received from the other relating to teaching strategy, students, employees and tutors, and their performance and progress. Unless compelled by law, no personal data received from the other party will be divulged to any third party without the prior written approval of the individual to whom such personal data relates. The CSU is, and China Medical University may be subject to various privacy, freedom of information and public records laws, and CSU and China Medical University agree that they will co-operate and provide all necessary assistance within the legal limits of each country in order to comply with these legal obligations.

Section 12. **Insurance.** Under Taiwanese law, CMU confirms that it is permissibly self-insured for damages, claims or actions in amounts sufficient to support the

indemnifications set forth above. CMU also confirms that its self-insurance shall be primary in connection with all indemnification and/or hold harmless obligations set forth in this agreement. Notices. All notices under this Agreement must be in writing and sent by prepaid airmail and electronic mail as follows:

To China Medical University:

Liang-Yo Yang, DVM, PhD
Dean, Office of Global Affairs,
China Medical University
No. 100, Sec. 1, Jingmao Rd., Beitun
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TAIWAN
Campus Phone: 886-4-22053366
E-mail: yangly@cmu.edu.tw

To CSULB:

Dr. Jeet Joshee, Associate Vice
President for International Education and
Global Engagement
6300 State University Drive, Suite 104
Long Beach, CA 90815
Campus Phone: 562-985-8330
E-mail: Jeet.Joshee@csulb.edu

Section 13. Institutional contacts:

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TAIWAN
Campus Phone: 886-4-22053366
E-mail: yangly@cmu.edu.tw

ARTICLE VIII: CONCLUSION

INTENDING TO BE LEGALLY BOUND, by signing below, each Party acknowledges its agreement with the terms and conditions of this Agreement and each signatory represents and warrants that he/she is authorized to sign on behalf of and to bind his/her Party to all of the terms and conditions of this Agreement.

California State University, Long Beach,
USA

China Medical University, Taiwan

Jane Conoley

Jane Close Conoley, President

Mien-Chie Hung

Mien-Chie Hung, President

Date: 12/6/2021

Date: 01/10/2022