

AGREEMENT OF COOPERATION

BETWEEN

CHINA MEDICAL UNIVERSITY, on behalf of its CMU COLLEGE OF PHARMACY, having its registered office at No. 100, Section1, Gingmao Road, Beitun District, Taichung 406040, TAIWAN, (hereinafter referred to as **CMU**) represented by its Dean, Dr. Shin-Hun Juang.

AND

THE UNIVERSITY OF SOUTHERN CALIFORNIA, on behalf of its USC SCHOOL OF PHARMACY, having its principal office at 1985 Zonal Avenue, Los Angeles, California, 90089, United States of America (hereinafter referred to as “**USC**”) represented by its Dean, Dr. Vassilios Papadopoulos.

WHEREAS this Agreement of Cooperation (“Agreement”) is entered into as of December 20, 2022, (the “Effective Date”), by and between USC and CMU.

WHEREAS USC and CMU aim to develop competent and socially responsible professionals and lifelong learners in an environment that fosters excellence in the academic core processes of teaching-learning, research, and community extension service and to provide timely, relevant, and transformable academic programs responsive to the needs of the local, national, and global communities in a rapidly changing world.

RECOGNIZING the mutual interest in the fields of education, research, training and development and dissemination of knowledge and also.

RECOGNIZING the importance of research institutions’ role in promoting international collaboration and increased contribution to social development.

THE PARTIES HEREBY agree to establish collaboration according to terms and conditions set out in the articles following hereunder.

ARTICLE I: SCOPE OF THE COLLABORATION

The general purpose of this Agreement is to facilitate academic and research cooperation between the parties hereunder based upon the principles of mutual benefit and may include the following general cooperation areas:

- 1.1 Joint research, training and educational activities
- 1.2 Exchange of visiting scholars for the purpose of conducting research. The individual visitors will be responsible for the cost of accommodation and for their own travel and insurance costs.
- 1.3 Discussion for the exchange of undergraduate and graduate students for training, courses, collaborative or independent research based on the policies of both institutions

- 1.4 Exchange scholarly information including research papers, indices to theses, books, and magazines on relevant subjects, and potential joint projects for grant funding where possible and appropriate
- 1.5 Extend invitations for attending scholarly and technical meetings as well as national and international conferences
- 1.6 Extend invitations for professional staff development opportunities
- 1.7 Extend invitations for the purpose of informing students of academic opportunities on one another's campuses

ARTICLE II: THE AGREEMENT

- 2.1 At USC, this Agreement will be administered by the Office of Global Initiatives at the USC School of Pharmacy. At CMU, this Agreement will be administered by the Office of Global Affairs.
- 2.2 This Agreement may also involve other schools and institutes by mutual consent, which may be added later by written addenda to this Agreement. At CMU, the School of Pharmacy is the principal institution for collaboration.
- 2.3 The terms of co-operation, including intellectual property ownership and funding issues, for each specific activity under this Agreement will be discussed and detailed in a writing signed and dated by the parties (each, a "Definitive Agreement"). Any such document will become a schedule to this Agreement.
- 2.4 Nothing in this Agreement shall impose any obligation upon any party to enter into a Definitive Agreement, to enter into any discussion or negotiations with respect thereto, or to take any other action not expressly agreed to herein.

ARTICLE III: GENERAL TERMS

- 3.1 This Agreement does not generally permit the exchange of students at the undergraduate or graduate level unless otherwise stated herein. Where graduate students are involved directly in the research covered by this Agreement, the exchange of graduate and post-doctoral students can be accommodated by a specific written addendum to this Agreement.
- 3.2 This Agreement is not intended to, and does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by either party, its officers, employees, or agents against the other party, its officers, employees, or agents.
- 3.3 Neither institution is responsible for any financial support under this Agreement. Nothing in this Agreement obligates either party to commit or transfer any funds, assets, or other resources in support of projects or activities between the parties unless expressly stated in a written addendum to this Agreement. Individual scholars will make all arrangements by a written agreement, which will be applicable to each particular situation.
- 3.4 The activities of this Agreement must be carried out in accordance with academic and institution policies as well as appropriate laws, regulations and accreditation standards existing in each country and institution.
- 3.5 With regard to intellectual property, each institution will adhere to the intellectual property laws of its respective nation. Intellectual property developed during the visit of a faculty or student visitor will be governed by the rules of the host institution unless otherwise specified



by a Definitive Agreement. In general, the two institutions shall jointly own jointly developed intellectual property resulting from clearly defined collaborative projects. The ownership and treatment of jointly developed intellectual property shall be determined between the parties for which separate agreements are entered into by the parties on a case-by-case basis. Whenever one institution receives any information from the partner under a clearly defined non-disclosure agreement, necessary steps will be taken to protect the intellectual property received.

- 3.6 Except as required by law or permitted by this Agreement, neither party shall use the name, logo, trademark, or symbol of the other party or its affiliates in any advertising or promotional material without the prior written consent of the other party.
- 3.7 Neither party nor any visiting faculty or students will at any time, either during or subsequent to the term of this Agreement, disclose to others, use, copy or permit to be copied, without the other party's express prior written consent, any confidential or proprietary information of the other party, including, without limitation, information which concerns the other party's trade secrets, patents, costs, policies, treatment methods, research, services, customers, business plans or marketing, which is not otherwise available to the public.
- 3.8 IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR INDIRECT DAMAGES.
- 3.9 Both institutions subscribe to a policy of equal opportunity and will not discriminate on the basis of race, colour, sex, age, national origin or ancestry, marital status, parental status, sexual orientation or disability.
- 3.10 The performance required by either party under this Agreement shall be excused in the event and to the extent that extraordinary occurrences beyond the reasonable control of the party seeking to be excused render such performance impossible, impracticable or illegal.

A party invoking this clause shall be presumed to have established the conditions described in the preceding paragraph in the case of the occurrence of one or more of the following: war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization; civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience; act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, blizzard, earthquake, volcanic activity, landslide, tidal wave, tsunami, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment, factories and of any kind of installation, prolonged break-down of transport, telecommunication or electric current; general labor disturbance such as but not limited to boycott, strike and lock-out, go-slow, occupation of factories and premises; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject party; and acts of any governmental body and/or agency having jurisdiction over the affected party, which prohibit, restrict, or regulate the affected


party's performance of its obligations or rights being provided under this Agreement ("Force Majeure Event").

This provision shall become effective only if the party invoking this clause notifies the other party within a reasonable time of the extent and nature of the Force Majeure Event, limits delay in performance to that required by the Force Majeure Event, and takes all reasonable steps to minimize damages and resume performance.

ARTICLE IV: DURATION


This Agreement may be modified by mutual written consent. The Agreement will be in effect from the Effective Date for a period of five (5) years upon signature by the duly authorized representatives of the parties. It shall be renewed upon mutual written agreement. This agreement may be terminated for convenience by either side at six (6) months' written notice.

**FOR THE UNIVERSITY OF
SOUTHERN CALIFORNIA, ON
BEHALF OF ITS USC SCHOOL
OF PHARMACY**

By: 

Dr. Anthony Bailey
Vice President for Strategic and
Global Initiatives

Date: 12-15-2022

By: 

Dr. Vassilios Papadopoulos
Dean, USC School of Pharmacy

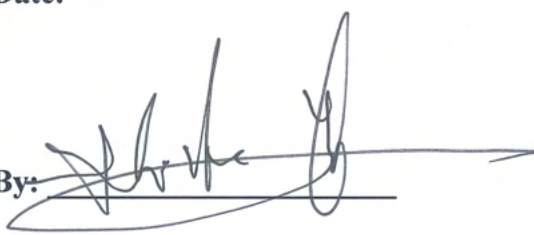
Date:

**FOR CHINA MEDICAL
UNIVERSITY,**

By: 

Dr. John S. Kuo
Vice President

Date:

By: 

Dr. Shin-Hun Juang
Dean, CMU College of Pharmacy

Date: