



MEMORANDUM OF UNDERSTANDING (MOU)

between

Sam Houston State University
College of Osteopathic Medicine
Conroe, Texas, USA



and

College of Chinese Medicine
China Medical University
Taichung, Taiwan

Article I. Parties and Purpose

China Medical University (CMU), on behalf of its College of Chinese Medicine (CMUCCM), located in Taichung, Taiwan and Sam Houston State University, an agency and institution of higher education authorized under the laws of the State of Texas, and member institution of the Texas State University System, on behalf of its College of Osteopathic Medicine (SHSUCOM) located in Conroe, Texas (each a "Party" and collectively, the "Parties") each conduct programs and activities of research, education and training, service, technology and information transfer, and economic development. CMUCCM and SHSUCOM agree to establish and conduct mutually agreed upon cooperative and collaborative projects, programs, and and/or activities, which will enhance the programs of each. The purposes of cooperation are to:

1. Promote interest in the teaching and research activities of the respective institutions.
2. Deepen the understanding of the economic, cultural and social issues environment in the respective institutions.

This is a non-binding agreement and is intended to clarify the nature and extent of the complementary activities that might be undertaken for the mutual benefit of the two parties. Each institution will be responsible for managing its own costs.

This MOU in no way creates an employment, partnership, agency, joint venture, or similar relationship between the Parties. Neither party shall have the right to bind the other, to transact any business in the other Party's name, or to make any promises or representations on behalf of the other Party.

Article II. Areas of Cooperation and Collaboration

CMUCCM and SHSUCOM intend to establish and conduct projects, programs and/or activities as deemed appropriate in one or more of the following general areas. Specific details of each will be defined by mutual agreement in writing as an "Addendum." Potential areas of cooperation/collaboration include but are not limited to:

1. Collaborative educational programs and activities;
2. Conducting research and other scholarly activities in disciplines and on subjects of mutual interest and benefit;

3. Implementing faculty, staff and student exchanges, training and related activities;
4. Carrying out planning and institutional development;
5. Preparing and submitting grant, contract and other proposals to obtain resources to support collaborative activities;
6. Other activities as may be mutually agreed.

Article III. Implementation of Collaborative/Cooperative Projects, Programs and Activities

Specific details of any cooperative/collaborative activities to be conducted will be described and agreed upon in writing as International Agreements. International Agreements will include the specific activities to be conducted; responsibilities of cooperating Parties; personnel who will participate lead and participate; allocation of time and resources required; implementation procedures; and other details as necessary. CMUCCM and SHSUCOM agree that they will be free to participate in projects acting either individually, or collectively.

Article IV. Cooperation with Third Parties

CMUCCM and SHSUCOM may identify other agencies or institutions for joint participation in mutually agreed upon projects and activities and will be defined in writing for mutual agreement. CMUCCM or SHSUCOM may individually execute cooperative and collaborative research, education and training, economic development and other activities with other organizations independent of this MOU and of each other.

Article V. Support and Resources

This MOU does not obligate either CMUCCM or SHSUCOM to provide funds and/or other resources from its own or other sources unless agreed to in writing. CMUCCM and SHSUCOM may jointly or individually seek funding and other support from third parties for the conduct of collaborative projects, programs and/or activities. Neither institution (CMUCCM or SHSUCOM) accepts any liability for accidents, injury or death occurring to student or faculty participants during the term of this agreement, nor any liability for debts or damages, including against loss or damage to any personal property, incurred by participants during the period of the agreement.

Article VI. Duration, Termination and Modification of Agreement

This MOU shall take effect when signed by the official representatives of the institutions involved and will remain in effect for *five (5)* years. Either Party may terminate this MOU with six (6) months written notice of intent to terminate. Any modification shall require the prior written approval of CMUCCM and SHSUCOM or their designees.

Article VII. Signatures

Only signatories listed below or their appointed representatives may make changes to this MOU and addenda provided that both parties mutually agree upon such changes in writing.

Notwithstanding any provision of this MOU, nothing herein shall be construed as a waiver by SHSUCOM of its constitutional, statutory, or common law rights, privileges, immunities, or defenses. To the extent any term of this paragraph conflicts with any other provision in this MOU, the terms of this paragraph shall control.

Sam Houston State University

Michael T.
Stephenson

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Stephenson
Date: 2024.09.03 08:39:20 -05'00'

Michael T. Stephenson, PhD
Provost & Sr. Vice President for
Academic Affairs

Date 9/3/2024

China Medical University



John S. Kuo, MD PhD
University Vice President

Date 9/9/2024