Memorandum of Cooperation

between

Board of Regents of the University System of Georgia by and on behalf of Georgia State University ("Georgia State"), Atlanta, Georgia, United States of America

and

China Medical University, Taichung, Taiwan, Republic of China

Georgia State and China Medical University enter into this Memorandum of Cooperation (the "MOC") in order to promote international cooperation in education and research.

1. **Purpose of MOC** Both parties agree to establish and encourage mutually beneficial scientific, technological, educational and other relations which may entail the following types of activities:

   - Exchange of academic staff members for the purpose of research, teaching and the presentation of special courses in their fields of specialization;
   - Student exchange and study abroad programs;
   - Establishment of joint research programs;
   - Collaboration on third party funded educational or economic assistance activities;
   - Exchange of postgraduate students in respect of specific research projects or courses of interest and importance;
   - Exchange of scientific and educational literature produced by either or both of the parties, as well as the exchange of materials on the most relevant and topical research by researchers at both Georgia State and China Medical University; and
   - Organization of conferences, seminars and symposia of mutual interest to the institutions.

2. **Program Specific Agreements** This MOC is designed to facilitate development of mutually beneficial exchanges/programs and to promote research and educational relationships, and should not be deemed to create legal and financial relationships between the parties.
Before any of the activities referenced above in Paragraph 1 may be implemented, both parties shall negotiate details and resolve the issues involved therewith and enter into an agreement pertaining to that activity ("Program Specific Agreement"). The term of such Program Specific Agreements shall not extend beyond three years in length. Each such Program Specific Agreement shall be subject to the availability of any resources required for the activity; provided, however, in the event financial commitments are stated, the term of such agreements may not extend beyond one year in length.

3. **Funding** The parties agree that each activity undertaken pursuant to this MOC shall be dependent on the availability of funds, and financial arrangements for each activity shall be negotiated prior to entering into a Program Specific Agreement related thereto. The parties agree that they shall use reasonable efforts to find adequate financial resources for the activities and exchanges/programs undertaken pursuant to this MOC.

4. **Term** This MOC shall become effective upon execution by both parties and shall continue for a period of five (5) years unless terminated by either party by giving written notice at least 90 days in advance of the stated termination date, provided, however, that termination of this MOC shall not affect activities already in progress pursuant to Program Specific Agreements, which shall continue until concluded by the parties in accordance with the terms of such Program Specific Agreements or as otherwise agreed to by the parties in writing. Both institutions agree to review this MOC periodically to evaluate the progress made in achieving mutual cooperation.

5. **Liaisons** Each party shall designate a person or office to serve as liaison for the relationship established by this MOC. For Georgia State, the contact will be Chung-Dar Lu, Professor, Department of Biology, 495 Petit Science Center, 100 Piedmont Avenue, Atlanta, Georgia, USA 30303. Phone: +1-404-413-5395; Fax: +1-404-413-5301; e-mail: biocdl@gsu.edu. For China Medical University, the contact will be Cheng-Wen Lin, Professor, Department of Medical Laboratory Science and Biotechnology, 91 Hsueh-Shih Road, Taichung, Taiwan 40402, ROC. Phone: +886-4-22053366 ext 7210; Fax: +886-4-22057414; e-mail: cwlin@mail.cmu.edu.tw. Either party may change its own designated liaison by sending written notice to the other party of such change.

6. **Equal Opportunity** Both parties subscribe to a policy of equal opportunity and do not discriminate on the basis of race, color, gender, age, ethnicity, religion, national origin, or disability unrelated to an individual's ability to perform the duties of a particular job or position.

7. **Languages** This MOC is written in English.

8. **Entire Agreement** This document constitutes the entire agreement between the parties and all prior discussions, agreements and understandings between the parties, whether verbal or in writing, are superseded by this MOC. This MOC may be amended only by means of a written instrument signed by authorized representatives of both parties.
WHEREFORE the parties to this Agreement signify their acceptance of the terms and conditions contained herein by signing in the spaces below.

**Board of Regents of the University System of Georgia by and on behalf of Georgia State University**

By: [Signature]
Mark P. Becker
President

Date: 15 December 2011

**China Medical University**

By: [Signature]
Jong-Tsun Huang
President

Date: 22 December 2011