Collaborative Research Agreement

Between

West China Hospital, Sichuan University,
Chengdu, Sichuan,
Peoples Republic of China (PRC)

And

Board of Regents of the University System of Georgia by and on Behalf of
Georgia State University for its College of Arts and Sciences,
Atlanta, Georgia,
United States of America (USA)

This agreement is entered into by West China Hospital, Sichuan University, Chengdu, Sichuan, People's Republic of China ("West China Hospital") and the Board of Regents of the University System of Georgia by and on behalf of Georgia State University, Atlanta, Georgia, USA ("Georgia State University"). These institutions hereby agree to establish a linkage for the purpose of academic cooperation. They further agree to achieve this linkage through collaborative research involving faculty and students, and the exchange of academic information.

West China Hospital and Georgia State University recognize the benefits to be gained by all parties and their communities and hereby commit themselves to the following provisions:

I. Research Collaboration

A. The primary points of contact for proposed research project discussions shall be Professor Binghe Wang for Georgia State University and Professor Jin Liu for West China Hospital. Professor Wang may provide guidance for potential research projects to be conducted at West China Hospital. The involvement of the parties on each research protocol and specifies as to the title of any intellectual property resulting from such research will be addressed in a research agreement between the parties.

B. As interest and resources allow, West China Hospital and Georgia State University agree to support the exchange of students whose activities will advance the instructional and/or research capabilities of the participating institutions.

C. While collaboration between the two institutions may be pursued initially in Chemistry, Clinical medicine, Pharmaceutical Sciences, Biological Sciences, and Biotechnology, other areas may be included in the exchange.

D. Each party shall bear the cost of its own participation in this collaboration.
II. **Student Exchange:**

To facilitate joint research and collaboration, this program will encourage short-term graduate student exchanges. Details of this program(s) will be captured in separate agreements only after all parties agree.

III. **Publication:**

Each of the parties has the right to publish or otherwise publicly disclose the information gained in the course of performing this Agreement. In order to avoid loss of intellectual property rights as a result of premature public disclosure, the party wishing to publicly disclose the information will submit any such materials to the other party for review and comment at least thirty (30) days prior to the planned public disclosure. If either of the parties decides that steps need to be taken to secure intellectual property rights, the publication or presentation shall be delayed an additional thirty (30) days or until such legal rights may be secured, whichever is sooner. All publications resulting from this Agreement must give recognition to this Agreement.

IV. **Term**

The agreement shall become effective upon the date of signature by the authorized representatives of both institutions and shall remain in effect for a period of five years, unless terminated earlier by either party. Such termination by one party shall be effected by giving the other party at least ninety (90) days advance written notice of its intention to terminate. This agreement may be renewed by mutual consent of the parties.

V. **Miscellaneous**

A. Alterations of provisions of this agreement by either university can become effective upon written agreement and consent of both parties.

B. If any court of competent jurisdiction determines that a provision of this Agreement is unenforceable as contrary to any law, the remaining provisions will remain in full force and effect as if said provision was not part of the Agreement.

C. The failure by any party to enforce any right, power, or remedy available under this Agreement will not be deemed a waiver of such right, power, or remedy.

D. Nothing in this Agreement or any other documents comprising a part hereof shall be deemed to constitute or create a relationship of agency, joint venture, partnership, or any relationship for any purpose except as may be specified herein. No party or its agents or employees has authority to act as agent or representative of the other parties and has no authority to bind the other or to incur any liability on behalf of the other parties. No party may use the name of the other without prior written approval of the other party.

E. This Agreement shall be governed by the laws of the State of Georgia, USA.

F. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, superseding all prior negotiations and discussions. No modification, amendment or waiver of any provision of this Agreement will be effective unless approved in writing by authorized representatives of all parties.
The Agreement signed and executed by the following:

West China Hospital
Sichuan University

By: Jin Liu
   Anesthesiology and Critical Care Medicine

Date: 7/19/2015

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

By: William Long
   Dean, College of Arts and Sciences

Date: 3/30/15

By: Weimin Li
   President
   Development

Date: 

By: James Weyhenmeyer, PhD
   VP for Research and Economic

Date: 4/1/2015