

MEMORANDUM OF UNDERSTANDING

BETWEEN

**NORTH CAROLINA STATE UNIVERSITY
RALEIGH, NORTH CAROLINA,
UNITED STATES OF AMERICA**

AND

In order to enhance the educational capabilities of North Carolina State University and _____, it is proposed that collaborations and exchanges be initiated in fields of _____ and _____ and other allied fields as may become beneficial. The programs to be initiated through this agreement are based on a spirit of cooperation and reciprocity and will be of mutual benefit to both parties. The agreement is intended as the starting point for collaboration to exploit the complementary nature of the strengths of research, teaching and enterprise and shall focus primarily on student and faculty exchanges, joint research and educational programs and research contracts. It is envisaged that each institution will manage its own costs and will seek to share the benefits gained through this cooperation.

GENERAL AREAS OF AGREEMENT

1. Both institutions agree to academic exchanges in various areas of education, research, and extension.
2. Both institutions will make every effort to exchange faculty, scholars, and students, as well as educational, research, and extension materials appropriate to the areas of collaboration.
3. Specific details of exchanges noted above will be negotiated subject to the approval of each institution.
4. Prior to engaging in any Collaborative Activity, as set forth in "Specific Areas of Collaboration" below, each institution shall obtain the prior written agreement of: a) the Head of the Institution; b) the relevant Faculty Dean or Head of Department; and c) the Faculty members in question.
5. All intellectual property used in connection with any collaborative activity shall remain the property of the party introducing such intellectual property.

6. Any intellectual property rights which are created in the further development of and/or performance of any collaborative activity shall be determined by the terms of specific research agreements negotiated by the parties. The parties will endeavor to reach an agreement regarding intellectual property rights prior to the creation of the intellectual property.
7. Subject to the governing law of each Institutions' jurisdiction regarding public records, the Institutions agree not to use or disclose to anyone information belonging to the other party which is disclosed in connection with this MoU which is of confidential nature and agree not to make any announcements of any nature in respect of this MoU without the consent of the other party hereto.

SPECIFIC AREAS OF COLLABORATION

1. Research Collaboration - Joint research programs will be developed, which will lead to joint research projects, joint publications, and faculty and graduate student exchanges. Traveling and accommodation expenses for exchanges or visits involving faculty will be the responsibility of the University, or Faculty or Department of that University, whose staff are undertaking the exchange or visit. The initial funding for research, faculty exchange and graduate student research projects will be the responsibility of each institution, but the parties will endeavor to develop joint funding opportunities in the future (e.g. US NSF, USDA and other relevant federal agencies and private institutions). Faculty of both institutions will identify projects of mutual interest. The specific areas of research collaboration will initially focus on _____, _____, and related sciences. Other joint projects will be developed to benefit both parties. These specific programs will be negotiated under separate agreements.
2. Faculty Exchange - As a part of research collaboration, both parties will provide opportunities and convenience for faculty exchanges. Such programs, to the greatest extent possible, will be conducted on a reciprocal basis, providing commensurate opportunities for the faculty of both institutions. The specific terms for funding such faculty exchanges will be negotiated under separate and specific agreements.
3. Student Exchange Program - Both institutions are agreed to establish a student exchange program for educational and cultural enrichment. Students from the home university can take courses from the host university and the course credits may be transferred to their home university, leading to proposed degree completion for students. Matters of accommodation arrangements and provision of all appropriate assistance will be agreed before the commencement of such an exchange program. This exchange will follow the terms defined in a separate agreement.
4. Educational Training - Academic courses of mutual interest will be developed at the senior undergraduate and graduate level at both institutions to be offered to students from the other institution. Students from one institution can take courses from the other institution through study abroad or distance education. The course credits may be

transferred between the two institutions, leading to proposed degree completion for students in the respective institutions. Tuition and fees for these courses will be negotiated under separate, specific agreements.

5. Graduate Student Exchange - Both parties will provide opportunities and convenience for a “Sandwich-type” graduate program for qualified candidates, meaning that candidates will be sent to work on a particular research project for 6-12 months in a laboratory at the visiting institution that corresponds to his/her chosen field involving supervisors from both parties towards quality research leading to publication. The specific terms for funding such graduate student exchanges, including the graduate student qualifications, specific duration of the exchange and type of supervisory involvement from each institution, will be negotiated under separate and specific agreements.
6. Dual Degree Program - Collaborative development and transfer of courses as described in Item 4 and 5 above may lead to the development of dual or joint degree programs between the parties for Master’s or Ph.D. students of the two institutions under separate, specific agreements.
7. Enterprise and Entrepreneurial Activity - The parties may consider the development of possible enterprise and entrepreneurial activities, including the promotion of international technology transfer and exchange. Such activity will be negotiated under separate and specific agreements.

MISCELLANEOUS

1. This MoU will remain in effect for five (5) years from the date of signing, and is renewable thereafter for five-year terms subject to mutual consent. Either party may terminate this MoU by giving at least six months notice in writing to the other party.
2. This MoU sets out the basic terms of the proposed Collaboration and is not intended to be exhaustive. It neither constitutes a legally binding contract (save for Clauses 5, 6 and 7 in the General Areas of Agreement) nor gives rise to any legally enforceable rights or obligations.

Specific units involved at North Carolina State University:

Departments:

College:

Provost and Executive Vice Chancellor
North Carolina State University

Signature: _____
Dr. Warwick Arden

Date: _____

Vice Provost for International Affairs
North Carolina State University

Signature: _____
Dr. Bailian Li

Date: _____

President

Signature: _____

Date: _____

Director, International Affairs

Signature: _____

Date: _____