

MEMORANDUM OF UNDERSTANDING

BETWEEN

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

AND

PARTNER INSTITUTION

CITY, PROVINCE

COUNTRY

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 Memorandum of Understanding (“MOU”) are based on a spirit of cooperation and reciprocity and will be of mutual benefit to both parties. This MOU 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 agreements. Each institution will manage its own costs and will seek to share the benefits gained through this cooperation. NC State and _____ may be referred to collectively in this MOU as the “Institutions” or each individually as an “Institution.”

I. GENERAL AREAS OF AGREEMENT

1. The Institutions agree to academic exchanges in various areas of education, research, and extension.
2. The 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 approval from the appropriate authorized representative(s).

5. All intellectual property used in connection with any Collaborative Activity shall remain the property of the Institution creating or inventing such intellectual property.
6. Any intellectual property discovered, made or conceived 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 Institutions. The Institutions will endeavor to reach an agreement regarding intellectual property rights prior to the creation of the intellectual property.
7. The Institutions agree that the Collaborative Activities carried out under this MOU will be done without the disclosure of either Institution's confidential or proprietary information to the other Institution or to third parties. Should it become necessary for the Institutions to disclose to each other confidential or proprietary information, the disclosing Institution will notify the receiving Institution in advance and in writing, and the Institutions will agree on reasonable terms for the protection of such information. All confidential information will be clearly marked as such, or promptly disclosed as such, in writing.

II. 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 Institution, or Faculty or Department of that Institution, 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 Institutions 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 Institutions. These specific programs will be negotiated under separate agreements.

2. Faculty Exchange

As a part of research collaboration, both Institutions 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 Exchanges

The Institutions may consider the development of opportunities for student exchanges relating to educational and cultural enrichment. These exchanges will follow the terms defined in a separate agreement.

4. Educational Training

Academic courses of mutual interest may be developed at the senior undergraduate and master's degree level at both Institutions to be offered to students from the other Institution. Prior to doing so, the two Institutions will develop additional agreements describing terms and conditions for student exchange, course and/or degree development, course articulation and the terms for awarding of credit.

5. Graduate Student Exchanges

Both Institutions will explore opportunities and convenience for a “Sandwich-type” graduate program for qualified candidates, where candidates would be sent to work on a particular research project for 6-12 months in a laboratory at the host Institution that corresponds to their chosen field, involve supervisors from both Institutions, and perform 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 Institutions for students of the two Institutions under separate, specific agreements after careful review and required approvals are obtained by each Institution’s governing board.

7. Internship Experiences

Subject to the governing law of each Institution’s jurisdiction, both Institutions will provide assistance for students looking for industry internships. Internships are an integral part of the graduate programs, and the partner Institutions agree to facilitate connecting qualified students with opportunities. The specific terms relating to the internship process will be negotiated under separate and specific agreements.

8. Enterprise and Entrepreneurial Activities

The Institutions may consider the development of possible enterprise and entrepreneurial activities, including the promotion of international technology transfer

and exchange. Any activity will be negotiated under separate and specific agreements.

III. GENERAL PROVISIONS

1. *Term, Termination, and Amendment.* 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 in writing. Either Institution may terminate this MOU by giving at least six (6) months notice in writing to the other Institution. However, termination will not affect separate written agreements between the Institutions (whether or not attached as addenda to this MOU) which will be governed in accordance with their terms. No amendment to the terms of this MOU will be effective unless made in writing and signed by each Institution's authorized signatory.
2. *Compliance with Applicable Laws.* The Institutions shall comply with all applicable laws, ordinances, codes, rules, and regulations in their performance of this MOU.
3. *Use of Names.* Except in promoting the activities proposed in this MOU, neither Institution will use the name, marks, or symbols of the other for any purpose without the express written permission of the other Institution.
4. *Non-Exhaustive.* This MOU sets out the basic terms of the proposed collaboration and is not intended to be exhaustive. The Institutions understand and agree that this MOU does not address all matters upon which agreement must be reached in order for the contemplated transactions to be consummated.
5. *Non-Binding Nature.* This MOU shall not be construed as creating any legally binding rights or obligation on the part of either Institution and shall not be enforceable in law or equity in any court or tribunal for any purpose. This MOU is only an indication of interest and does not constitute a binding contractual commitment with respect to the transactions discussed herein. A binding commitment with respect to the proposed transactions will result only from the execution of one or more specific, separate agreements between the Institutions.

SIGNATURES

Executive Vice Chancellor and Provost
North Carolina State University

President
Partner Institution

Signature: _____
Dr. Warwick Arden

Signature: _____

Date: _____

Date: _____

Senior Vice Provost for Global Engagement
North Carolina State University

Director, International Affairs
Partner Institution

Signature: _____
Dr. Bailian Li

Signature: _____

Date: _____

Date: _____