

MEMORANDUM OF UNDERSTANDING

between

**COLLEGE OF FOOD, AGRICULTURAL, AND ENVIRONMENTAL SCIENCES at THE
OHIO STATE UNIVERSITY, COLUMBUS, OHIO, U.S.A**

and

**HUBEI ACADEMY OF AGRICULTURAL SCIENCES, WUHAN,
HUBEI PROVINCE, P.R. CHINA**

In accordance with a mutual desire to promote further cooperation in higher education between Hubei Academy of Agricultural Sciences, Wuhan, Hubei Province, P.R. China, and the College of Food, Agricultural, and Environmental Sciences at The Ohio State University, Columbus, Ohio (USA), the mentioned institutions have found it mutually beneficial to initiate a series of cooperative activities that may include:

- Exchange of theses, teaching materials, and other scientific and technological literature;
- Research collaboration;
- Exchange of faculty, scholars, and students for lecturing, advanced studies and research; and
- Conduct of joint workshops, symposia, etc. on topics of mutual interest.

Financial Arrangements

It is understood that the details of joint activities, conditions for utilization of the results achieved, and arrangements for specific visits, exchanges, and all other forms of cooperation will be negotiated for each specific case. It is also understood that any financial arrangements will be negotiated in each specific case and will depend upon the availability of funds. Each party agrees to seek financial resources for supporting such exchanges and collaboration.

Intellectual Property Law

Each party reserves the right to publish the results of this Collaboration. Before submission for publication, however, each party shall notify the other of its intention to publish, and shall submit the manuscript to the other party for review and comment. The reviewing party shall have thirty (30) days from receipt of the manuscript to present any written comments to the other party. The reviewing party's comments shall be given due consideration by the other party. The publication of the results may be delayed at the reviewing party's written request for a period not to exceed ninety (90) days if it contains a disclosure of an invention(s) on which either party desires to file a United States or foreign patent. It is understood that in no case shall this provision for delay of publication cause a delay in the normal academic progress of a graduate student of either party.

Binding Arbitration Law

This Memorandum of Understanding established by The Ohio State University cannot be subject to Binding Arbitration. This MOU shall be governed by, construed, enforced and interpreted in accordance with the laws of the State of Ohio applicable to agreements made and to be performed entirely within such State, without giving any effect to any conflicts or choice of laws principles which otherwise might be applicable. Any action or proceeding against any of the parties hereto relating in any way to this MOU or the subject matter hereof shall be brought and enforced exclusively in the competent courts of Ohio, and the parties hereto consent to the exclusive jurisdiction of such commitments respect of such action or proceeding.

Export Control Laws

It is recognized and understood that this MOU is subject to all applicable U.S. export control laws and regulations controlling the transfer of technical information or items out of the U.S. The transfer of certain technical information or items may require a license from the U.S. Government. All parties must comply with all applicable export control laws and regulations and no party may exempt or allow the export or re-export of any information or item when to do so would constitute a violation of those laws or regulations.

Liaison Offices

Each party shall designate a person or office to serve as a liaison responsible for implementation of this agreement.

For: The Ohio State University

Office of International
Programs in Agriculture
113 Agr. Adm. Building
2120 Fyffe Road
Columbus, OH, 43210-1219 (USA)
Tel. +1-614-292-7275
Fax +1-614-292-1757
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For: Hubei Academy of Agricultural Sciences

Foreign Affairs Office
324 Administrative Building
Hubei Academy of Agricultural Sciences
1 Yaoyuan Nanhu, Hongshan District
Wuhan 430064, Hubei Province, P.R. China
Tel. 86-27-87389889
Fax 86-27-87389889
e-mail: ywsb@hbaas.com


Period of Agreement

This MOU shall take effect from the date of last signature hereto and shall be valid for five (5) years. It may be renewed for an additional five (5) years if both institutions, acting independently, agree in writing to renew it at least six (6) months before it expires. It may be terminated by either party by giving three months' notice in writing of its desire to do so to the other Party, subject to the proviso that any ongoing projects under the MOU will be allowed to continue to their conclusion.


Signatures



Bruce A. McPherson Date
Vice President of Agricultural
Administration and Dean of the College
of Food, Agricultural, and Environmental
Sciences
The Ohio State University



Yu Dazhao Date
President April 16 2014
Hubei Academy of
Agricultural Sciences



Geoffrey S. Chatas Date
Senior Vice President for Business
and Finance and CFO
The Ohio State University