

LETTER OF INTENT

In accordance with a mutual desire to promote further cooperation to improve food safety and human health, and in concert with the Memorandum of Understanding that was previously signed between The Ohio State University, Columbus, Ohio, USA and Fudan University, Shanghai, China, School of Life Science, Fudan University (Fudan-SLS), and the College of Food, Environmental and Agricultural Sciences, The Ohio State University (OSU-FAES) hereby agree to investigate the possibility of establishing a “Fudan-OSU Joint Center on Food Safety and Human Health” (the “Center”). Should the parties determine to establish the Center, its formation and structure will be formalized in a separate written Agreement. The parties agree to examine the following potential structure for the Center:

1. The mission of the “Center” shall be to advance Food Safety and Human Health, through establishing a joint platform to share resources and facilitate cooperation in related research, teaching and extension activities in both U.S. and China.
2. The “Center” will have physical locations at both Fudan and The Ohio State University. The “Center” will be co-directed by leaders or principal scientists from Fudan-SLS and OSU-FAES. An advisory board consisting of senior scientists and administrators from academic, industry, and government from both U.S. and China will be formed to help with the Center operation. To facilitate collaboration among research units at both universities, Fudan-SLS will provide start-up and operational package to build and enhance research capacity with focus on Food Microbiology and Safety in the Department of Microbiology and the Joint Center on Innovation at Fudan University, in collaboration with OSU faculty members and designated assistant(s). OSU will support, recognize and reward OSU faculty involvement in Center activities with appropriate mechanism(s).
3. 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 from the date

that the reviewing party received the manuscript if it contains a disclosure of an invention that was invented by one or more employees of the reviewing party and the reviewing party desires to file a United States or foreign patent application. It is understood that in no case can this provision for delay of publication cause a delay in the normal academic progress of a graduate student of either party with respect to preparation and submission of a graduate thesis or dissertation. Ownership of inventions shall follow inventorship, which will be determined pursuant to applicable patent laws.

4. It is understood that the details of joint Center 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. This Letter is non-binding and does not obligate either party to proceed with establishment of the Center if either party, in its sole discretion, determines not to so proceed.

This letter will be in force for a period of five (5) years from the latest date appearing below. The letter may be renewed for additional periods of five years if both institutions, acting independently, agree in writing to renew it at least six (6) months before the current agreement expires.

Fudan University

 10/26/2015

Dr. Hong Ma (Dean) Date
Dean, School of Life Sciences
Fudan University

The Ohio State University

 26 Oct 2015

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

 10/19/15

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