

MEMORANDUM OF UNDERSTANDING
Between
THE COLLEGE OF FOOD, AGRICULTURAL, AND
ENVIRONMENTAL SCIENCES, THE OHIO STATE UNIVERSITY,
COLUMBUS, OHIO, U.S.A
and
SHANDONG ACADEMY OF AGRICULTURAL SCIENCES (SAAS),
JINAN, P.R.C.

In accordance with a mutual desire to promote further cooperation in higher education and research in agriculture between Shandong Academy of Agricultural Sciences, Jinan, PRC and The Ohio State University on behalf of its College of Food Agricultural, and Environmental Science, 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.
- Exploration of establishing a joint lab at SAAS

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.

Visiting Scholars and Researchers – Visa / Insurance Requirements

Under this Agreement, Visiting Scholars and Researchers taking part in programs shall comply with the immigration requirements of the host university.

1. The Ohio State University and Shandong Academy of Agricultural Sciences will provide the appropriate counseling and other assistance to the Visiting Scholars or research scientists and will assist in finding appropriate housing in or near campus.
2. The Host Institution shall provide the Visiting Scholars with a formal letter of invitation and other documents as may be required to establish Visiting Scholar status to obtain visas and for other purposes.
3. To qualify for J-1 visa, Visiting Scholars from Shandong Academy of Agricultural Sciences must demonstrate that they have sufficient funds to cover such living expenses which amount to approximately \$19,200 USD per calendar year, pro-rated accordingly, or the actual cost of living per calendar year, pro-rated accordingly. In addition Visiting Scholars must purchase health insurance subject to The Ohio State University's rules. See <http://oia.osu.edu/int->

[scholars/j-1-visiting-scholars/required-health-insurance.html](#) for full explanation of The Ohio State University's health insurance coverage requirements.

4. The Host Institution shall provide a post-arrival orientation to assist Visiting Scholars in settling quickly into life at the Host Institution.
5. All scholar services and facilities of the Host Institution will be made available to Visiting Scholars.
6. Each Party is responsible for providing complete information about the terms and conditions of this Agreement to its participants, including the pertinent laws and regulations of the host countries and the respective host institutions.

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 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.

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 courts in 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 export 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

For: Shandong Academy of Agricultural Sciences

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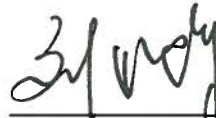
Period of agreement This MOU shall take effect from the date of last signature hereto and shall be valid for five (5) years. It may be renewed for an additional five years if both institutions, acting independently, agree in writing to renew it at least six (6) months before it expires. It may be terminated 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 MOA will be allowed to continue to their conclusion.

Signatures

The Ohio State University


Shandong Academy of Agricultural Sciences

 22 Oct 2015



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

Zhaohui Liu Date
Vice President for International
Collaboration and Extension
Shandong Academy of Agricultural
Sciences

 s. chatas 10/8/15

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

美国俄亥俄州立大学食品、农业与环境科学 学院与山东省农业科学院的协议书

根据美国俄亥俄州立大学哥伦布分校与山东省农业科学院之间进一步合作相互促进高等教育和农业科研的共同意愿，双方将在以下方面进行合作：

- 学位论文、教材和其他科技文献的交流
- 合作研究
- 教职工、学者和学生间就教学和前沿学科的研究进行交流
- 就共同感兴趣的题目举办联合研讨会等
- 探讨在山东省农业科学院建立联合实验室

经费安排

所有的联合活动的细节、所取得的成果的应用前提，访问，交流，或其他形式的合作的具体安排将根据具体项目情况相互协商。经费安排将在具体项目中讨论协商并取决于经费。双方同意共同寻求支持交流与合作的经费。

访问学者和研究人员-签证/保险要求

根据这项协议，来访的学者和研究人员应符合主办机构的移民要求。

- 1、俄亥俄州立大学和山东省农业科学院将为来访的学者或者研究科学家提供适当的咨询和帮助，并将协助寻找在校园内或者靠近校园的合适住所。
- 2、主办机构将为来访学者提供正式的邀请函和其他文件，以便于建立访问学者身份和获得签证等目的。

- 3、申请 J-1 签证，来自于山东省农业科学院的访问学者必须证明其有足够的资金来支付在美的实际生活费用，金额约为每年 19200 美元，或者是根据停留具体时间想对应的生活费用，此外，按照俄亥俄州立大学的规定，访问学者还必须购买健康保险，详细情况请查阅俄亥俄州立大学的健康保险要求的详细解释 <http://oia.osu.edu/int-scholars/j-1-visiting-scholars/required-health-insurance.html>。
- 4、主办机构应在来访学者到达后提供相关帮助和培训，以协助其迅速融入该机构的科研和生活。
- 5、主办机构所有的学者服务和设施都对访问学者开放。
- 6、协议双方应为协议的参与者提供完整的协议条款和适用条件，包括主办机构所在国家和单位的相关法律法规。

知识产权条款

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出口管制条款

此协议遵循美国所有的出口管制法和技术转让法规。某些技术信息或项目转让需要美国政府的批文允许。协议双方必须遵守所有适用的出口管制法律和法规，任何一方不得出口或允许出口（或转口）任何信息或项目贸易，否则将违反相关法律法规。

联络办公室

双方将指定专人（办公室）负责协议的执行。

For: 俄亥俄州立大学

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For: 山东省农业科学院

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协议期限

本协议自签字之日起生效，有效期为5年。如果双方同意续约5年，应在本协议到期前6个月重新签订协议。任何一方若想终止协议需要提前3个月给另一方书面通知，但是任何正在进行的项目可以继续进行到结束。

签名

 22 Oct 2015

Bruce A. McPheron 日期
分管农业副校长、农业和环境科学学院院长

 2015.10.22

刘兆辉 日期
分管国际合作与技术推广副院长

 10/8/15

Geoffrey S. Chatas 日期
分管财务副校长

日期