

INTERNATIONAL MEMORANDUM OF UNDERSTANDING

between

THE HUAZHONG (CENTRAL CHINA) AGRICULTURAL UNIVERSITY [HZAU]
Wuhan, Hubei Province, China

and

THE OHIO STATE UNIVERSITY [OSU]
Columbus, Ohio, U.S.A.

The Ohio State University (OSU) has had ties with Wuhan, Hubei province since the 1980's. The OSU South Centers and HZAU College of Fisheries in the College of Food, Agricultural, and Environmental Sciences have been collaborating in joint training of graduate students, exchange of scholars and collaborative research projects in aquaculture area for nine years. This Memorandum of Understanding (MOU) builds on previous and current existing collaborations between HZAU and OSU. The intent of this document is to broaden and deepen the OSU- HZAU collaboration.

WHEREAS, OSU desires to strengthen its scientific and academic collaborations with premier research and training institutions in Wuhan;

WHEREAS, HZAU desires to broaden its international contacts and science networks in the United States and in other nations;

WHEREAS, both HZAU and OSU have found their collaborative relationship to be mutually beneficial and mutually gratifying;

WHEREAS, both HZAU and OSU wish to provide additional opportunities to their research and teaching faculty and students to improve their scientific and teaching skills;

NOW THEREFORE, HZAU and OSU agree to strengthen their existing relationship under the broad conditions outlined below.

I. TYPE OF ACTIVITIES TO BE PROMOTED

HZAU and OSU will seek to develop institutional linkages and partnership programs in both training and research, and to facilitate interactions and collaborative activities between individual HZAU/OSU colleges/departments and faculty.

Priority activities include:

- a. joint training of graduate students from their respective colleges and departments;
- b. exploring establishment of study abroad programs for OSU and HZAU students;
- c. collaborative programs in agricultural disciplinary areas of mutual interests, such as production, genomics, selective breeding, protection, engineering, economics, education, food sciences and safety and others important to horticulture and agronomic crops, aquaculture, animal sciences and natural resources conservation and management;
- d. exchanges of scientific literature, including bibliographic materials and research findings;
- e. development of comprehensive institutional programs of collaborative research on topics of mutual interest to HZAU and OSU;

- f. joint organization of international conferences on critical agricultural and environmental research topics of mutual interest to HZAU and OSU.

II. FUNDING OF AGREEMENT ACTIVITIES

Activities undertaken under this MOU may be funded jointly or separately by the parties depending upon budgetary availability and approval and will be tied to specific activities. Both HZAU and OSU agree to jointly and separately seek funding from third party sources for activities programmed under this agreement. Specific projects or activities resulting from this MOU may not be initiated without the prior written assurances of budgetary availability to the other party. To the extent external funding is required by either party for any purpose, and the funding for such purpose is not appropriated or otherwise made available, neither party will have financial obligations upon such determination.

III. DURATION OF AGREEMENT

This MOU shall remain in effect for a period of five (5) years, beginning on the date most recent signature attached hereto at the bottom of this document, with the option of extending it another period of five years upon expiration, subject to written approval of both parties.

IV. TERMINATION OF AGREEMENT

Either HZAU or OSU may terminate this MOU by giving notice in writing to its intent to do so. The MOU will terminate sixty (60) days after receipt of this notice of intent to terminate by the other party.

V. BACKGROUND INTELLECTUAL PROPERTY

"Background Intellectual Property" means property and the legal right therein of a party or parties developed before or independently of any collaboration with HZAU and OSU, including inventions, patent applications, patents, copyrights, trademarks, mask works, trade secrets and any information embodying proprietary data such as technical data and computer software.

This MOU does not imply that any party hereto shall have the right to use Background Intellectual Property of another party without prior written consent. If the parties anticipate that their collaborative efforts may result in the use of Background Intellectual Property or the creation of new intellectual property, they will first enter into a separate agreement establishing their respective rights therein. Neither party obtains by this MOU any right, title, or interest in, nor any right to reproduce nor to use for any purpose, the name, trade names, trade- or service marks, logos or copyrights of the other party without its prior, written consent.

Each party shall comply in all material respects with the applicable provisions of the laws and regulations of its home country governing the export of technical data, computer software, laboratory prototypes and other commodities, as well as arms and other import/export controlled activities and substances. The Designated Representative for each institution is responsible for working with their institution's administrative officials to identify procedures or licenses that must be in place to legally carry out the proposed work under the laws of the country in which the institution they represent resides. Each party's obligations under this Agreement shall be limited by its legal and regulatory obligations under the laws of its home country.

VI. LIASION OFFICES AND CONTACT

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

For: The Ohio State University

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For: Huazhong Agricultural University

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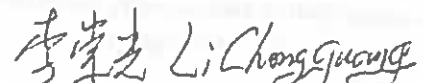
VII. SIGNATURES

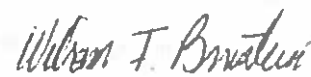
This MOU is agreed to by both parties who affix their signatures hereto as representatives of their respective institutions:

For: The Ohio State University



Date: 5/10/16
Ronald L. Hendrick
Interim Vice President for Agricultural
Administration
Acting Dean, College of Food, Agricultural,
and Environmental Sciences
The Ohio State University

For: Huazhong Agricultural University


Date: _____
Chongguang Li
Vice President for Educational Administration
Huazhong Agricultural University


Date: 5/4/16
William I. Brustein
Vice Provost for Global Strategies
and International Affairs
The Ohio State University


Date: 11/5/16
Xianlong Zhang
Vice President for Foreign Affairs
Huazhong Agricultural University


Date: 4/28/16
Geoffrey S. Chatas
Senior Vice President for Business
and Finance and CFO
The Ohio State University

