



MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITY OF MASSACHUSETTS MEDICAL SCHOOL

AND

TONGJI UNIVERSITY SCHOOL OF MEDICINE

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made by and between the University of Massachusetts Medical School, Worcester, Massachusetts, USA (hereinafter "UMMS"), and Tongji University School of Medicine, Shanghai, PRC (hereinafter "TUSM"). Both UMMS and TUSM shall also be collectively referred to as the "Parties" or the "Institutions."

RECITALS

WHEREAS, UMMS and TUSM both have health science-related programs and affiliated health care systems that are involved in biomedical research and the clinical education of students; and

WHEREAS, UMMS and TUSM desire to establish certain exchange programs beneficial to the respective educational Institutions and to promote the development of joint studies, research and training activities, and other educational exchanges of mutual interest.

NOW THEREFORE, in contemplation of the mutually beneficial relationships to be established, and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby agreed to and accepted, the Parties agree as follows:

TERMS

1. Purpose of the MOU: Definition.

- 1.1 The primary objective of this MOU is to create a means for cooperative efforts between UMMS and TUSM to affect the academic and clinical interchange of faculty, postdoctoral fellows, and students, and clinical, academic and research information between the two Institutions.

- 1.2 The Parties agree that this MOU will provide the foundation and framework for later particular projects, developed by clinical, academic and administrative units from the two Institutions, to be agreed upon in other separate written agreements.
- 1.3 "Home Institution" refers to the Institution sending its student(s), postdoctoral fellow(s), or faculty member(s) to the other Institution for the purposes of study, learning, student clinical electives, teaching and/or research.
- 1.4 "Receiving Institution" refers to the Institution hosting the visiting student(s), postdoctoral fellow(s), or faculty member(s) from the other Institution for the purposes of study, learning, student clinical electives, teaching, and/or research.

2. Validation Period of this MOU.

As stated in Section 1.2 above, this Memorandum of Understanding is intended only to provide a framework for separate and more formal and detailed written agreements by and between the Parties with regard to particular exchange endeavors. In this context, this MOU shall remain in place until:

- 2.1 Superseded by such a separate formal written agreement(s);
- 2.2 Terminated by either Party upon written notice of not less than ninety (90) days; or
- 2.3 At the latest, three (3) years from the execution of same, unless the Parties mutually agree in writing to extend same.

3. Coordination Committee.

To facilitate this MOU, a UMMS-TUSM Collaboration Coordination Committee (UTCCC) will be formed. The UTCCC will be composed of members from both Institutions with one Chair and one Liaison from each Institution. It is the UTCCC's responsibility to carry out collaboration-related duties and to report to the Deans of both Institutions. The UTCCC members are as follows:

UMMS: Guangping Gao (Chair), Director of Gene Therapy Center and Director of UMMS-China Initiatives
Hui Zou (Liaison), Assistant Director of UMMS-China Initiatives
Michele Pugnaire, Senior Associate Dean for Educational Affairs
Deborah DeMarco, Associate Dean of Graduate Medical Education
Allan Guo, Executive Director of China Institute, UMass System

TU: Lei Xu (Co-Chair), Deputy Dean, Medical Education, TUSM
Honghua Sheng, Deputy Dean, Medical Education Evaluation, TUSM
Jun Zhang (Liaison), Deputy Director, Academic Exchange and International Cooperation, TUSM

4. Areas of Collaborations.

Pending approval by the Chief Executives of both Institutions, the areas of potential collaboration between the Parties in the fields of education, teaching, research and innovation shall include, but not be limited to:

4.1 Medical Education

- 4.1.1 Both Institutions may send delegations to visit the other Institution to learn about the other's educational system and curriculum design. The Home Institution is expected to pay for all of the related expenses. The Receiving Institution is expected to provide assistance in arrangements. A detailed schedule and plan of the visit must be worked out with the "UTCCC" prior to the visit.
- 4.1.2 Both Institutions may also invite staff and/or faculty members from the other Institution to visit and be involved in short-term teaching and/or consultation. The inviting Institution is expected to pay for all of the related expenses plus compensation. Details will be delineated in specific written agreements prior to any such visit.

4.2 Student Training

- 4.2.1 Students (primarily medical students, graduate research students, and nursing students) of either Institution who wish to engage in study in a degree-granting or non-degree granting program ("Program") at the other Institution must meet the criteria established by the Receiving Institution for participation in that Program. A Program that is developed will identify the specific requirements, rationale, goals and objectives, technical procedural skills, and personal skills necessary for successful completion.
- 4.2.2 Students must meet all applicable regulatory and admission standards of the Receiving Institution and obtain all required approvals from the Home Institution for participation in a Program. These standards include but are not limited to requirements for language proficiency; medical training and experience; license (if required); professional liability insurance as applicable; personal health and travel insurance; vaccinations; VISA applications and other necessary governmental approvals or permissions.
- 4.2.3 The Home Institution is responsible for collecting and reviewing student requests and applications for study and formally recommending qualified students to the Receiving Institution for the study desired. Members of the "UTCCC" from each respective Institution will oversee the experience for each student.
- 4.2.4 The Receiving Institution will make the final determination as to the acceptance of the student in each case, according to its policies and standards, and will notify the Home Institution in writing of the

acceptance or rejection. The Home Institution will notify the student of the decision.

- 4.2.5 Each student accepted by the Receiving Institution will be expected to participate in the Receiving Institution at the same level of competency as any other student participating in the Program.
- 4.2.6 The Receiving Institution will have the right to remove any student from the Program. In this instance, the Receiving Institution will provide written notification to the Home Institution. The Home Institution will comply with the request for removal immediately.
- 4.2.7 Students who apply and are accepted to participate in a student elective rotation at a clinical site will comply with both all of the policies and procedures of the clinical site and the by-laws and regulations of the student elective program, as applicable, including but not limited to UMMS guidelines and requirements for international students. Failure to so comply may result in immediate dismissal from the student elective program. Within the context of an approved Program, students will be permitted to provide only direct, supervised medical care and related services as may be permitted and that are consistent with the requirements of the Receiving Institution and Clinical site.
- 4.2.8 General orientation to a Program will be provided by the Receiving Institution, and orientation to a particular student elective rotation at a clinical site will be the responsibility of the clinical site.
- 4.2.9 For a student of one Institution wishing to participate in a student elective clinical rotation or to undertake a short-term non-degree research program under a specific faculty member(s) at the other Institution, the following must be completed:
 - 4.2.9.1 Draft and submit a detailed study program for approval by the Home Institution.
 - 4.2.9.2 If approved by the Home Institution, the Home Institution will submit the proposal to the Receiving Institution.
 - 4.2.9.3 If approved by the Receiving Institution, the Receiving Institution and proposed supervising faculty will provide formal approval in writing to the Home Institution.
 - 4.2.9.4 Upon approval, the Receiving Institution will render all necessary cooperation to facilitate the proposal.
 - 4.2.9.5 Students undertaking a short-term research program may find their research experience enhanced by auditing advanced research courses at the Receiving Institution. The trainee's research advisors at the Receiving Institution shall advise the student in course selection and seek approval from the appropriate school for trainee participation in classes.

- 4.2.10 Travel, living expenses, and other associated costs related to the student's attendance at the Receiving Institution will be the responsibility of the student. Tuition or fees will not be charged by the Receiving Institution. The students are encouraged to seek scholarship and/or other forms of financial support both within and outside the Institutions.
- 4.2.11 The Receiving Institution will assist in finding housing and other such assistance to the visiting student(s) to ease their transition into a foreign culture and environment. However, the Receiving Institution shall have no liability or responsibility for the visiting student's ultimate selection of such housing.

4.3 Research Collaborations

- 4.3.1 Both Institutions will encourage biomedical research collaborations in areas of mutual interest. While it is expected that such collaboration would include research in regenerative medicine, such as stem cell research, collaborations in other areas are also encouraged. Details shall be specified in the particular written agreement for each collaboration.
- 4.3.2 Both Institutions will promote and facilitate exchange programs for postdoctoral fellow training in biomedical research. Such collaborative effort should be based on the mutual interests of the involved Principal Investigators in both Institutions and the prospective trainees.
- 4.3.3 In the event a joint research project is proposed by either Institution, such research efforts will be carefully scrutinized by both Parties to evaluate the value for the proposed joint effort, the qualifications of the proposed participating faculty members, and the location of the research activity. If a decision is made by both Parties to approve the proposed project as a possible joint effort, both Institutions will actively seek outside funding for the proposed joint research project. Final approval of the project will be subject, in part, to securing funding deemed sufficient by each Institution.
- 4.3.4 In such joint projects between the two Institutions, care will be taken to assure that there will be parity in the numbers and institutional ranks of the personnel involved. Any resulting publications shall include an acknowledgement of the contributions of each Institution in accordance with customary scientific practices.
- 4.3.5 The Institutions agree to comply with all applicable laws, including but not limited to the U.S. Export Administrative Regulations, that pertain to necessary licenses, certification standards, and legal considerations with regard to exports.

4.4 Exchange and Visit of Faculty Members

- 4.4.1 The process for establishing an exchange of faculty members will be as follows:

- 4.4.1.1 Interested faculty member will submit clinical teaching, didactic teaching, or research proposals to their own Institution's academic officers for concept review and approval. Proposals must include an explanation of the source and method for compensating and funding the expenses of the visiting faculty member(s);
- 4.4.1.2 Proposals approved by the Home Institution will be sent with the proposing faculty member's credentials to the Receiving Institution's counterpart faculty member(s) and academic officers for review and approval;
- 4.4.1.3 If there is mutual interest, the academic officers of the Receiving Institution will contact the proposing academic officers of the Home Institution to determine the precise terms and conditions under which the visit and research proposal would take place.
- 4.4.2 The purpose of any such visit must be teaching or cooperative research. No such visit will exceed one (1) academic year as defined by the Receiving Institution, unless otherwise agreed to in writing by both Institutions.
- 4.4.3 If a faculty member of one Institution is invited by the other Institution to give lectures, present at conferences, perform services, or contribute in other ways to the benefit of the inviting Institution, the inviting Institution is expected to pay for all of the related costs and expenses of same.
- 4.4.4 When a faculty member of one Institution is visiting the country of the other Institution, he/she is encouraged to visit the other Institution and the Institution being visited is expected to provide assistance for that visit. The visiting faculty member is expected to pay for his/her travel expenses. The Institution being visited may provide honoraries and/or accommodation if the faculty member is invited to give a lecture.

4.5 Resident Training

TUSM may consider sending medical graduates that could be considered for application to residency programs administered, in part, by UMMS, but these medical graduates must first satisfy all of the requirements for international residents at UMMS, including but not limited to obtaining ECFMG certification, a valid VISA, and any and all other licensure and regulatory laws, rules, and policies that may then be in effect, and further, any such application must be accepted and approved by a hospital (which acceptance and approval is not solely within the powers and authority of UMMS). If accepted by said hospital, the medical graduates must comply with all of the policies, procedures, and rules of the hospital and the hospital's medical staff, as applicable.

5. Intellectual Property and Research Collaboration Agreements

- 5.1 All publications resulting from the educational, research, or clinical collaboration between the two Institutions shall acknowledge the existence of the collaboration formed under this MOU. Likewise, the relationship between the Parties shall be mentioned in all courses and formal presentations which result from any collaboration formed under this MOU.
- 5.2 Each research project conducted jointly by the Parties shall be made under a formal written research collaboration agreement containing whatever terms the Parties mutually agree are necessary to address the intellectual property, research information and property interests that could result from the joint activity of the Parties. All such discussions of the Parties regarding these matters will at all times strive to preserve a harmonious and continuing relationship between the Parties.
- 5.3 All research and other activities conducted under this MOU must be conducted in accordance with the laws, rules, and regulations applicable to each Institution. In the case of UMMS, these are the laws, rules, and regulations of the Commonwealth of Massachusetts and the United States of America. In the case of TUSM, these are the laws, rules, and regulations of Shanghai and the Peoples Republic of China.

6. Applicable Rules; Emergencies.

The Parties agree that the clinical and academic requirements of both educational Institutions will be respected and that all current policies, rules, regulations, and/or guidelines covering matters applicable to a Program will be shared with, and carefully followed by, the faculty members and students participating in the Program. In the event of a faculty member or student exposure to infectious or environmental hazards or other occupational injuries as a result of the clinical or research assignment, the faculty member or student will seek immediate medical attention consistent with the site's occupational exposure procedures. Such emergency care will be provided at the usual and customary charges.

7. Insurance.

Each Institution will maintain, at its own cost and expense, appropriate levels of professional liability insurance, general public liability insurance, worker's compensation insurance, and property damage, to cover its operations, facilities, employees, students and lawful visitors, including but not limited to those visiting faculty, postdoctoral fellows, and students that may be part of an exchange between the Home Institution and Receiving Institution. Evidence of such insurance will be provided to the other Institution upon request.

8. Non-Discrimination.

The Parties agree to comply with all federal (or national in the PRC), state (or province in the PRC), and local rules, regulations, executive orders, and laws forbidding unlawful discrimination.

9. Relationship of the Parties.

This MOU shall **not** be construed to create a relationship of a joint venture, partnership, brokers, employees, servants or agents between the Parties. The Parties to this MOU are acting as independent contractors representing their own respective independent Institution. With respect to any employee compensation for services provided in connection with this MOU, each Institution will be responsible for paying their own employees (including faculty), and properly withholding their own employees' taxes and other costs and fees as may be required.

This Memorandum of Understanding is a **non-contractual, non-binding** statement of the Parties' desire to engage in the exchange programs and activities outlined herein. This Memorandum of Understanding is **not binding or enforceable** on either Party by the other, and creates **no legal responsibilities or obligations**. In no event shall either Party be liable to the other for any direct, indirect, consequential, special (including multiple or punitive), or incidental damages of any kind arising from, and/or related to this MOU.

10. Use of Institutions' Name: Advertising and Publicity.

Neither Institution will use the other Institution's name, or any name that is likely to suggest that it is related to the other Institution, in any advertising, promotion or sales literature without first obtaining the express written consent of the other Institution.

11. Confidentiality.

The parties anticipate that within the context of this MOU it may be necessary or helpful to transfer information/data of a proprietary or otherwise sensitive or company-confidential nature ("Confidential Information"). All such information exchanged between the Parties shall be considered Confidential Information and shall not be used by the Parties except in the furtherance of the aims of this MOU, and further, neither Party, without the other Party's express written consent, shall disclose to any third party any such Confidential Information. For the purposes of this MOU, the following definitions and exceptions shall apply to such information:

11.1 Definition.

"Confidential Information" means any technical or business information furnished by one Party to the other pursuant to this MOU that is specifically designated as confidential. The disclosing party shall mark same with a written Confidential Information legend indicating its confidential status. The disclosing party shall document Confidential Information that is disclosed orally or visually in a written notice and deliver the notice to the receiving party as soon as possible within fifteen (15) days after the disclosure. In the notice, the disclosing party shall summarize the Confidential Information and reference the time and place of disclosure.

11.2 Obligations and Limitations.

The receiving party shall maintain Confidential Information in confidence, except that the receiving party may disclose or permit the disclosure of Confidential Information to its trustees, directors, officers, employees, consultants, and advisors, who are obligated to maintain its confidential nature and who need to know the

Confidential Information for purposes of this MOU. The receiving party may only use and reproduce Confidential Information to the extent necessary to carry out the purposes of this MOU.

11.3 Exceptions.

The obligations of section 11.2 do not apply to the extent the receiving party can demonstrate that the Confidential Information:

11.3.1 was publicly known prior to the time of its disclosure under this MOU;

11.3.2 became publicly known after its disclosure under this MOU through means other than an unauthorized disclosure by the receiving party;

11.3.3 was previously known to, or independently developed or discovered by, the receiving party without use of the Confidential Information;

11.3.4 is or was disclosed to the receiving party by a third party having no obligation of confidentiality with respect to the Confidential Information;
or

11.3.5 must be disclosed to comply with applicable laws or regulations or with a court or administrative order, as long as the disclosing party receives prior written notice of the pending compelled disclosure.

11.4 Ownership; No License.

The receiving party acknowledges that the disclosing party (or a third party entrusting Confidential Information to the disclosing party) owns the Confidential Information and all patent, copyright, trademark, trade secret, and other intellectual property rights associated with the Confidential Information. Neither party grants an option, license, or conveyance of any intellectual property rights to the receiving party under this MOU.

11.5 Return of Confidential Information; Obligations.

Upon termination of this MOU, or earlier at the request of the disclosing party, the receiving party shall return all originals, copies, and summaries of documents, materials, and other tangible manifestations of Confidential Information in its possession, custody, or control. However, the receiving party may retain one copy of the Confidential Information in the possession of its legal counsel solely to monitor its understandings under this MOU. The obligation of the receiving party to return Confidential Information to the disclosing party survives until fulfilled.

11.6 Survivorship.

This section 11 survives the expiration or other termination of this MOU for any reason whatsoever.

12. Notices.

This MOU is independent of any previous MOU between UMMS and TUSM. Any notice to either Institution hereunder must be in writing signed by the presenting Institution, and will be

deemed delivered when mailed by Postal Service first class, certified, or express mail, or other carrier delivery service, when addressed as follows.

To "UMMS":

Michael F. Collins, M.D.
Sr. V.P. for Health Sciences
and Chancellor
University of Massachusetts Medical School
55 Lake Avenue North
Worcester, MA 01655
USA

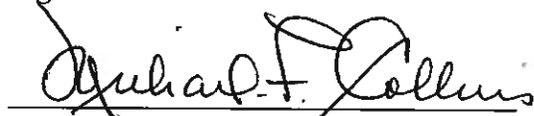
To "TUSM":

Gang Pei, PhD.
President
Tongji University
1239 Siping Road
Shanghai, 200092
China

or to such other addressee(s) as may be hereafter designated by written notice. All such notices will be effective only when received by the addressee.

IN WITNESS WHEREOF, the lawfully authorized representative(s) of both Parties have executed two copies of this MOU on this 13th day of February, 2009

Signed:



Michael F. Collins, M.D.
Sr. V.P. for Health Sciences
and Chancellor – For and on behalf of
University of Massachusetts Medical School



Gang Pei, PhD.
President – For and on behalf of
Tongji University School of Medicine