Memorandum of Understanding between Texas A&M University – Corpus Christi and Research Institute of Tropical Forestry, Guangzhou, China

Texas A&M University – Corpus Christi, a member of the Texas A&M University System, an agency of the State of Texas (TAMU-CC), and the Research Institute of Tropical Forestry, Guangzhou, China (RITF) enter into this Memorandum of Understanding (MOU) February 7, 2016.

TAMU-CC and RITF have a mutual interest in cooperating to begin a program to allow TAMU-CC graduate students to conduct research at the RITF in China for a designated 2-3 month period. The following terms shall apply to the operation and coordination of the program.

I. TAMU-CC through its College of Science & Engineering will:
   a) Advertise the RITF research opportunity to qualified College of Science & Engineering graduate students, and establish an application process for same (including any minimum GPA and prerequisites in coursework).
   b) Receive student applications for the RITF experience, and send to RITF the names and portfolios of the selected students.
   c) Work with the Office of International Education (OIE) to process all student participants through OIE to obtain TAMU-CC study abroad status. TAMU-CC students must purchase mandatory health, emergency, and evacuation insurance for their time abroad; the costs associated with this insurance are the sole responsibility of the student.
   d) Work with OIE when applicable to register students for appropriate graduate study abroad credit for the time they are at the RITF. Registered students will pay normal TAMU-CC tuition and administrative fees for the time abroad.
   e) Inform students who will get study abroad credits upon completion of the program of the need to follow all OIE study abroad application processes, and study abroad policies. All students going to RITF will also be notified of travel guidelines for China, and will be responsible for compliance with those guidelines.
   f) Assign a TAMU-CC faculty member(s), who will remain at TAMU-CC’s campus, to be the students’ advisor and instructor of record for academic work done abroad.
   g) Assign a primary contact at TAMU-CC to administer this program during the term of this MOU.

II. RITF will:
   a) Notify TAMU-CC of the number of students they are able to accept for any specified 2-3 month study period, and select candidates who apply for the program through the application process established by TAMU-CC.
b) Provide a faculty advisor from the RITF to guide and supervise the students while in China.

c) Provide incoming TAMU-CC students with local on-campus student housing. Housing costs will be covered by RITF. All other living expenses and meal costs while at RITF, are the personal responsibility of the TAMU-CC student. TAMU-CC is not responsible for any costs related to room and board, meals, travel, or any other expenses incurred by any student participant from TAMU-CC.

d) Provide airport arrival pick up and departure transportation.

e) Provide each student with limited research support while in China. Research support will vary from project to project based on student needs, but at a minimum, such research support will include faculty supervision in the field; local transportation to the research field sites; short term housing in the field; lab space when required; and IT resources and shared office space at RITF.

f) Provide incoming TAMU-CC student with any necessary letters of introduction that may be needed for the student to obtain a student visa for China. The TAMU-CC student is fully responsible for obtaining and covering the cost of all visas and passports and for complying with all other immigration procedures.

g) Assign a primary contact at RITF to administer this program during the term of this MOU.

Section III. TAMU-CC and RITF both agree to:

a) Provide students with a reasonable estimate of the anticipated costs of the RITF experience and their personal responsibility for all such costs

i. The anticipated costs TAMU-CC students will be personally responsible for during the study period at the RITF include, but are not limited to, OIE study abroad application fees, TAMU-CC tuition if enrolled at TAMU-CC, TAMU-CC administrative fees, CISI insurance, passport and visa fees, travel to and from China, meals in China, all internal travel in China not provided by RITF, and other personal costs.

b) In the event a joint research project is undertaken, the student participants and RITF faculty will summarize the research project and participant roles in a written agreement. Any such agreement must include a provision for ownership and commercialization of any intellectual property resulting from the joint research consistent with the following: "in the event Intellectual Property (IP) is created, each institution will own the IP created by its employees or staff; and in the event IP is jointly created by students or employees of both institutions, the institutions shall jointly own that IP". In such joint projects between the two institutions, care shall be taken to consider parity in the numbers and institutional ranks of the personnel.
involved and the publication rights resulting from the research. All research and other activities conducted under this agreement must be conducted in accordance with the laws, rules, and regulations applicable to each institution and the laws, rules and regulations of the local site.

Section IV. Other General Provisions

a) Non-Discrimination. The parties agree to comply with all applicable federal, national, state, and local rules, regulations, executive orders, and laws forbidding unlawful discrimination

b) Relationship of Parties. This agreement shall not be construed to create a relationship of partners, brokers, employees, servants or agents between the parties. The parties to this agreement are acting as independent RITFs. With respect to employee compensation for services provided in connection with this agreement, each party shall be responsible for its own employees' withholding taxes, workers' compensation and other employment related taxes.

c) Use of Institutions' Names; Advertising and Publicity. Neither party shall use the other institutions' 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 written consent of the other institution. Any advertising or other promotional material, or written or oral statements promoting TAMU-CC and RITF activities must be approved in advance in writing by the coordinators at both parties, and any other appropriate partner institution officials.

d) Accreditation. TAMU-CC is accredited by the Southern Association of Colleges and Schools Commission on Colleges (hereafter SACS) to award associates, bachelors, masters and doctoral degrees. RITF is not accredited by SACS and the accreditation of TAMU-CC does not transfer to, extend to, or include RITF by virtue of this agreement. TAMU-CC will abide by and follow the policies and procedures of SACS in carrying out this agreement. RITF agrees to provide timely access to its premises, staff, and records when such access is requested by SACS or TAMU-CC for the purpose of evaluating compliance with the Principles of Accreditation as they may pertain to the activities contemplated in this agreement.

e) Period of Agreement, Renewal and Termination.

i. This agreement shall become effective upon final signature for a term of 5 years.
ii. This agreement may be renewed by mutual written agreement of both parties.
iii. Either party may terminate this Agreement for any reason by providing at least 90 days written notice to the other party. Any students participating in research or about to start research at RITF at the time of the termination shall be allowed to complete the relevant research, as long as it is completed within six months from termination date.
iv. Both parties may cancel this agreement at any time for refusal by the other party to allow public access to all documents, papers, letters, or other materials, pertaining to the activities contemplated by this agreement, subject to applicable laws.

f) Rules and Legislation of the host Institution and Confidentiality. Students will be subject to the rules and regulations and policies of the host institution during the period of his or her visit. In particular, each party acknowledges that the other party is required to meet certain obligations under its home country’s education and immigration laws and subordinate legislation. Both parties agree to maintain the confidentiality of student records to the maximum extent required by law.

g) Non-Assignment. This agreement may not be assigned by either party without the advance written consent of the other.

h) Legal Status and Resolution of Conflict. This agreement shall be governed by the laws of the State of Texas. The conduct of any program participants while engaged at the host institution shall be governed by the laws and regulations of the host institution. The parties shall cooperate mutually to resolve any disputes or misunderstandings by collaboration and discussion.

i) Amendments. Amendments and notifications to the terms and conditions of this agreement shall be effective only upon the mutual written agreement of the parties hereto, signed by a person authorized to approve such amendments and/or modifications.

Notices for TAMU-CC: 6300 Ocean Drive
Corpus Christi, Texas 78412
attn.: Director of Contracts and Property
contracts@tamucc.edu

Notices for RITF: CAF, No. 682. Guang Shan Yi Road
Longdong, Guangzhou, 51020
Peoples Republic of China
Attn.: Director Xu Daping

j) Budgetary Considerations. Performance under this agreement shall be subject to and contingent upon the availability of funds appropriated or otherwise lawfully expendable for the purpose of this agreement by each institution for the current and future periods. Each institution shall give written notice to the other of the non-availability of such funds upon knowledge.

Performance by TAMU-CC under this contract may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the “Legislature”). If the Legislature fails to appropriate or allot the necessary funds, then TAMU-CC will issue written notice to RITF, and TAMU-CC may terminate this agreement without further duty or obligation.
hereunder. RITF acknowledges that appropriation of funds is beyond the control of TAMU-CC.

k) Severability - The provisions of this agreement are severable, and if any provision of this agreement is found to be invalid, void or unenforceable, the remaining provisions will remain in full force and effect.

l) Authorization - Each party represents and warrants that it is duly authorized to enter into this agreement on behalf of itself and its affiliates, and that this agreement shall not conflict with, or cause it to be in breach of, any other agreements or obligations such party might have.

m) Public Information.

(a) RITF acknowledges that TAMU-CC is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.

(b) Upon TAMU-CC’s written request, RITF will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under Chapter 552, Texas Government Code, to Texas A&M University – Corpus Christi in a non-proprietary format acceptable to TAMU-CC. As used in this provision, “public information” has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which TAMU-CC has a right of access.

(c) RITF acknowledges that TAMU-CC is required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code.

n) Waiver - The waiver of any breach of any provision of this agreement shall not be construed as a continuing waiver of said breach or a waiver of any other breaches of the same or other provisions of this agreement.

o) Counterparts - This Agreement may be executed in one or more counterparts, all of which together shall constitute one (1) agreement.

p) Entire Agreement - This agreement, including any exhibits references herein, shall constitute the entire agreement and understanding between the parties as to the subject matter hereof and supersedes all prior discussions, agreements and undertakings of every kind and nature between them, whether written or oral, with respect to such subject matter.

(signatures follow on next page)
Texas A&M University – Corpus Christi

By: [Signature]
Dr. Norman Ted Guffy
Interim Provost & VP for
Academic Affairs
Date: 2/10/2017

Research Institute of Tropical Forestry,
Guangzhou, China

By: [Signature]
Name: XU Daping
Title: Director
Date: 2/20/2017

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