

## **AGREEMENT OF COOPERATION**

**between**

**FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES**

**and**

**CHINA MEDICAL UNIVERSITY, TAIWAN**

WHEREAS, the Florida Atlantic University Christine E. Lynn College of Nursing, headquartered in Boca Raton, Florida, USA, acting by and through the Florida Atlantic University Board of Trustees (FAU), wishes to increase international educational and research opportunities for the FAU community; and

WHEREAS, China Medical University (CMU), a publicly recognized and legally organized institution located in Taichung, Taiwan, wishes to increase international educational and research opportunities for the CMU community; and

WHEREAS, FAU and CMU are mutually interested in a) creating collaborations in training, research and program development focused on interdisciplinary applications of nursing and b) the joint development of programs and projects in interdisciplinary applications of nursing; and

WHEREAS, FAU and CMU desire to enter into this agreement to set forth the terms for the collaboration between the institutions.

NOW, THEREFORE, in contemplation of the relationship to be established and for valuable consideration, the parties agree as follows:

### **SPECIFIC ACTIVITIES TO BE PURSUED**

#### **1. Exchange of Faculty Members**

1.1 FAU and CMU may engage in faculty visits and exchanges. For the purposes of this agreement, the "home institution" shall be the sending institution, and the "host institution" shall be the receiving institution. The process for establishing visitation of faculty members shall be as follows:

1.1.1 The host institution may invite specific faculty member(s) of the home institution to provide a service in the form of lectures, classes or consulting, etc. Invitations must include a breakdown of funding that will be provided for

compensation for teaching, consultation or other services and reasonable travel and lodging expenses of the visiting faculty members, as well as the scope, duration, and objective of the international experience to occur at the host institution.

- 1.1.2 If there is mutual interest in pursuing the invitation from the host institution, the academic officers of CMU and FAU for this agreement shall communicate with each other and invite a more detailed outline of the terms and conditions under which the faculty exchange activity would take place.
- 1.2 The purpose of any such faculty visitation or exchange is intended for lectures, consulting, teaching and/or cooperative research.
- 1.3 Each home institution may require their own faculty to obtain health and medical evacuation insurance, before they depart on the exchange pursuant to any home institution policies in this area. FAU also requires visiting J-1 scholars to purchase mandatory health insurance during their stay at FAU. CMU will notify FAU faculty who anticipate going to CMU if CMU has any equivalent insurance requirements.

## 2.0 Joint Research Projects

- 2.1 FAU and CMU may engage in joint research projects. In the event a joint research project is proposed by either party, such proposal shall be carefully reviewed by both parties to evaluate the qualifications of the proposed participating faculty members and students (when appropriate) and the location of the research activity. If the joint research project proposal is initially approved by the participating faculty members, such members shall use reasonable efforts to seek outside funding for the proposed joint research project. Once the scope of work, the funding and a budget have been mutually agreed upon and obtained, the parties will reduce the agreement to writing and have it executed by the appropriate officials. Any such agreement must include a provision for ownership and commercialization of any intellectual property resulting from the joint research.
- 2.2 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.

### 3.0 Visiting Doctoral Students at FAU

- 3.1 Subject to the terms of this agreement and the approval of FAU, CMU may send doctoral students to study at FAU as nondegree students. As nondegree students, the CMU students may enroll in selected courses or undertake an informal course of study and research as J-1 scholars.
- 3.2 All costs incurred by the visiting doctoral students and associated with the study or research experience at FAU will be the responsibility of the visiting CMU student, including any FAU tuition for courses taken, travel, lodging, food, insurance and miscellaneous fees. FAU requires visiting J-1 scholars to purchase mandatory health insurance during their stay at FAU.
- 3.3 CMU will refer to FAU only those doctoral students with sufficient English language skills to have a successful experience in the USA, and adequate educational background and credentials to allow placement in FAU courses or research labs. CMU and FAU will agree on the measures to be used to assess language proficiency in English. FAU reserves the right to request an official TOEFL or IELTS score. CMU students will provide transcripts of their studies at CMU to allow FAU to assess their CMU work, and reserves the right to require the CMU to cover the costs of an official transcript evaluation by World Education Services (WES) or other approved service.

### 4.0 Exchange of Post-Doctoral Students or Visiting Scholars

- 4.1 CMU and FAU may consider requests to allow post-doctoral students or visiting scholars to study and conduct research at each other's institutions. Visitors will be accepted by the host institution based on their capacity to provide a suitable educational experience for the visitor within the suggested time frame.
- 4.2 All costs associated with such a visit will be the responsibility of the visitor, including travel, transportation, lodging, food, and any costs associated with the academic activities at the host institution.

### 5.0 Other Activities Which May Be Developed

- 5.1 FAU and CMU may explore other areas for cooperation to be developed under the general auspices of this agreement. Other areas of cooperation may include reciprocal student exchanges, if

and when both institutions agree that such activity is in the best interests of the universities and if and when each institution authorizes such activity for their students. The terms of any such reciprocal student exchanges shall be addressed in a separate written document signed by both institutions.

- 5.2 The parties agree that this agreement is incorporated into, and will provide the foundation and framework for specific projects to be developed by academic and administrative units from the two institutions and memorialized in specific project agreements that may be agreed upon in writing and signed by each of the institutions. Each project agreement entered into by the parties will contain the following acknowledgment in the opening paragraph: "The parties agree and acknowledge that the project agreement is entered into pursuant to and in connection with the Master Agreement of Cooperation, between Florida Atlantic University Board of Trustees and China Medical University, and that Agreement of Cooperation is hereby incorporated by reference."

## **GENERAL PROVISIONS**

### **6.0 Non- Discrimination**

The parties agree to comply with all the federal, state, and local rules, regulations, executive orders, and laws forbidding unlawful discrimination.

### **7.0 Relationship of Parties**

This agreement shall not be construed to create a relationship of partners, brokers, employees, servants or agents as between the parties. The parties to this agreement are acting as independent contractors. 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.

### **8.0 Agreement Coordination**

Each institution shall designate a coordinator to oversee and facilitate the implementation of this Agreement. The initial coordinator for FAU will be Dr. Catherine Meschievitz, Director of the Office of International Programs, working with Dr. Marlaine Smith from the College of Nursing. The initial coordinator for China Medical University will be Dr. Chiu-Yin Kwan, of CMU international programs. Parties agree that each

coordinator will collect and distribute to the other, as requested and as appropriate, information about the faculty, facilities, research, publications, library materials and educational resources at the respective institutions

#### 9.0 SACS Accreditation

FAU is accredited by the Commission on Colleges, the Southern Association of Colleges and Schools (SACS) to award associates, bachelors, masters and doctoral degrees. China Medical University is not accredited by SACS and the accreditation of FAU does not transfer to, extend to, or include China Medical University and its students by virtue of this agreement. FAU will abide by and follow the policies and procedures of SACS in carrying out this agreement. China Medical University agrees to provide timely access to its premises, faculty, students, staff, and records when such access is requested by SACS for the purpose of evaluating compliance with the Principles of Accreditation.

#### 10.0 Diplomas, Certificate and Other Documents

Neither the name of FAU or China Medical University nor the signature of its officials shall appear on the diplomas, certificates, and other such documents which might be produced by its partner institution without the written permission of the coordinator for the partner institution whose name is being invoked.

#### 11.0 Period of Agreement, Renewal and Termination

11.1 This agreement will be effective the date of the final signature of both parties to this agreement. Thereafter the agreement will be effective for five (5) years. Either party may terminate this Agreement for any reason by providing written notice to the other party at least six months prior to the termination date; provided, however, any researchers, students or faculty participating in an exchange program at the time of the termination shall be allowed to complete the relevant program with such period of completion not to exceed one year.

11.2 This agreement may be renewed for an additional period by mutual written agreement of both parties.

11.3 If either party fails to follow the terms and conditions of this agreement as set forth, the other party has the right to terminate this agreement immediately upon written notice to the other.

11.4 FAU may cancel this agreement at any time for refusal by CMU to allow public access to all documents, papers, letters, or other

materials, subject to Chapter 119, Florida Statutes. Both parties agree to maintain the confidentiality of student records to the maximum extent required by applicable law.

#### 12.0 Use of Institutions' Names: Advertising and Publicity

Neither party shall use the other institution's name, or any name this 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 language promoting the FAU cooperation agreement with China Medical University must be approved in advance in writing by the FAU coordinator and any other appropriate FAU officials. Both CMU and FAU agree to submit any proposed language relating to the existence of, or any program arising out of, this agreement to the other party for written approval prior to publication or use.

#### 13.0 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.

#### 14.0 Non-Assignment

This agreement may not be assigned by either party without the advance written consent of the other.

#### 15.0 Legal Status and Resolution of Conflict

This Agreement shall be governed by and construed under the laws of the State of Florida. In the event of litigation, the exclusive legal venue shall be in Palm Beach County, Florida, USA.

## 16.0 Notices

Any notice to either party hereunder must be in writing signed by the party giving it, and shall be deemed given when mailed postage prepaid by U. S. Postal Service or Israeli Postal Service, certified or express mail, or other overnight mail service, or hand delivered, or delivered by facsimile with confirmed receipt, when addressed as follows:

To: FLORIDA ATLANTIC UNIVERSITY  
Catherine S. Meschievitz, Ph.D., Director,  
Office of International Programs  
777 Glades Road  
Boca Raton, FL 33431  
Phone: 561-297-3282  
Fax: 561-297-2850  
E-Mail: [cmeschie@fau.edu](mailto:cmeschie@fau.edu)

CHINA MEDICAL UNIVERSITY  
Dr. Chiu-Yin Kwan  
International Programs  
China Medical University  
91, Hsueh-Shih Road  
Taichung, Taiwan 40402 E.O.C.

or to such other addressee as may be hereafter designated by written notice. All such notices shall be effective only when received or refused by addressee.

## 17.0 Legal, Academic & Disciplinary Compliance

- 17.1 The conduct of exchange participants at the host institution shall be subject to the laws, regulations and ordinances of the host country and any applicable localities as well as the host institution's policies, rules and regulations, including without limitation those pertaining to academic standing, discipline and responsibility and scholar and faculty conduct.
- 17.2 All exchange participants must comply with all requisite immigration and visa requirements of the host country and the host institution.
- 17.3 In the event the host institution determines, in its sole discretion, that any exchange participant is not acting in conformity with all laws, regulations and ordinances of the host country and any applicable localities, as well as the host institution's policies, rules and regulations or any term or condition of this agreement, the host

applicable localities, as well as the host institution's policies, rules and regulations or any term or condition of this agreement, the host institution may, after conferring with the home institution, terminate that individual's participation in the program.

19.0 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.

20.0 Travel Reimbursements.

Any reimbursements for travel expenses by FAU contemplated by this agreement must comply with Section 112.061, Florida Statutes and will be processed in accordance with FAU travel policies.

FLORIDA ATLANTIC UNIVERSITY  
BOARD OF TRUSTEES

By: \_\_\_\_\_

Name: Frank T. Brogan  
Title: President

DATE: \_\_\_\_\_

9/10/07

CHINA MEDICAL  
UNIVERSITY

By: \_\_\_\_\_

Name: Jong-Tsun Huang, Ph.D.  
Title: President

DATE: \_\_\_\_\_

Sep. 14, 2007

APPROVED AS TO FORM  
AND LEGALITY  
General Council 8/23/07  
Florida Atlantic University