

MEMORANDUM OF UNDERSTANDING
Between
Zhejiang Gongshang University
And
Fayetteville State University

Zhejiang Gongshang University (ZJGSU) and Fayetteville State University (FSU) conduct programs and activities in basic and applied research, education and training, and technology and information transfer. Each university has capabilities and expertise to conduct programs and activities of interest and potential benefit to the other. ZJGSU and FSU agree to establish and conduct mutually agreed upon cooperative and collaborative projects, programs, and/or activities, which will enhance the programs of each. Zhejiang Gongshang University, represented by its President, and Fayetteville State University, represented by its Chancellor, have agreed to the following terms:

1. That this Memorandum of Understanding is intended to facilitate all exchanges and cooperative initiatives between the two universities in the areas of instruction; faculty, staff, and student exchanges; and basic and applied research.
2. That the parties recognize that implementation of any agreement will depend upon the availability of financial resources and upon the academic interest and expertise of individual colleges/schools/departments/faculty members. Accordingly, joint institutional goals will be accomplished in accordance with separately negotiated memoranda of understanding.
3. That a variety of cooperative approaches shall be employed, such as:
 - 3.1 **Exchange of undergraduate and graduate students:** Student from each university will pay tuition and fees to the other at current rates, in addition to their own accommodations, health insurance, and food. Each university will seek means of providing favorable tuition, housing and other accommodations for the student.
 - 3.2 **Exchange of faculty members:** Each university will provide access to suitable housing. Appropriate health insurance will be made available by each institution to assure sufficient medical care for the duration of the visit. Purchase of such insurance is not provided as a function of this agreement.

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- 3.3 **Technical assistance and/or training:** Exchange of technical staff on training and assisting in research will be collaborative.
 - 3.4 **Development of joint research projects and solicitations for funds from both China and U.S.A. funding agencies.**
 - 3.5 **Other cooperative efforts may be set forth in separate memoranda of agreements as may be arranged.**
4. That the initial focus of this partnership agreement will be upon the:
 - 4.1 Development of a student exchange program, and
 - 4.2 Development of joint research projects between the two universities in such areas deemed compatible.
5. That the financial and/or funding considerations shall become a specific subject of discussion and agreement within the framework of a separate agreement negotiated at the university/college/school/department level. No financial commitment whatsoever is intended or implied of either signatory to this document.
6. That the results obtained from any research or studies jointly conducted may not give rise to any endeavor independent of the other university. Intellectual property and new research developments as a result of the collaborative research efforts shall be the joint property of both universities.
7. That specific objectives to which this Memorandum of Understanding may lead will be subject to joint and periodic evaluations by appropriate authorities within the respective universities.
8. That this Memorandum of Understanding will be in effect for five years, subject to revision or modification by mutual agreement. It is also understood that either institution may terminate the agreement at the close of any given semester. It is assumed that such action would be taken only after mutual consultation in order to minimize potential inconvenience to the other party to the agreement.

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9. That such Memorandum of Understanding is not intended to be a legally binding document. Rather, it is meant to describe the nature and cooperative intentions of those institutions involved, and to suggest guidelines for cooperation. Nothing therefore shall diminish the full autonomy of either institution, nor may any constraint be imposed by either upon the other.

T. J. Bryan

T. J. Bryan
Chancellor,
Fayetteville State University

June 23, 2005

Date

Hu Zuguang

Hu Zuguang
President,
Zhejiang Gongshang University

Date *06/23/2005*