

# Memorandum of Understanding

between

**Chinese Culture University  
(hereinafter referred to as "CCU")**

and

**Purdue University on behalf of Purdue University Northwest  
(hereinafter referred to as "PNW")**

## WITNESSETH THAT:

**WHEREAS**, Purdue University Northwest (PNW) and Chinese Culture University (CCU) desire to promote the enrichment of their teaching and learning, research and discovery, and engagement missions; and

**WHEREAS**, PNW and CCU desire to strengthen and expand the mutual contacts between the two universities; and

**WHEREAS**, PNW and CCU desire to provide for an exchange of faculty and students and other collaboration between the two universities on the terms and conditions hereinafter set forth;

**NOW THEREFORE**, it is mutually agreed as follows:

### I. Scope of Agreement

This Agreement, together with Faculty and Student Exchange Agreements, shall include, but not be limited to, the following types of collaboration:

- a. Short and long-term faculty exchange
- b. Undergraduate and graduate student exchange
- c. Visiting student programs
- d. Administrative support programs
- e. Collaborative research and discovery, learning and teaching, and engagement
- f. Other mutually agreed educational programs

### II. Period of Agreement

This Agreement becomes effective on the date of the last signature and will remain in full force and effect for a period of five (5) years. Prior to the expiration date, the Agreement may be reviewed for possible renewal for a further five (5) year period. In addition, either party may terminate this Agreement as indicated in Section III below.

### III. Termination

This Agreement may be terminated prior to the Termination Date in any of the following ways:

- a. Termination by Agreement. The Parties may mutually agree to terminate this Agreement in writing, on the terms and dates stipulated therein.
- b. Early Termination. Either Party may terminate this Agreement at any time with or without cause by delivering written notice of termination to the other Party at least ninety (90) days prior to such early termination.
- c. Termination for Cause. Either Party may terminate this Agreement upon a material breach by the other Party which is not cured within thirty (30) days of written notice of such breach to the other Party. Any second or subsequent material breach within a particular one (1) year term, whether such breach is of the same kind or not, shall be grounds for immediate termination of this Agreement.
- d. Ongoing Obligations. Upon the termination of this Agreement, the provisions herein shall cease to be in force and effect; provided, however, that termination of this Agreement shall have no effect on the

following obligation of either party: (i) obligations accruing prior to the date of termination; and (ii) obligations, promises, or covenants contained herein that are expressly made to extend beyond the term of this Agreement, including without limitation, confidentiality of information.

**IV. Activities Under This Agreement**

It is expected that activities taking place under this Agreement will be initiated primarily by academic units and International Offices within each university and in coordination with their respective administrative units concerned with international activities. All activities undertaken must conform to the policies and procedures in place at each institution. For PNW, faculty and student exchanges will follow university guidelines for faculty and student exchange.

**V. Planning and Management of Activities**

Each distinct collaboration program or activity will be described in a separate Activity Agreement drawn up jointly by the collaborating units and signed by authorized signatories of each Party. Such agreements will specify the names of those individuals on each campus responsible for the implementation of the program. Activity Agreements will be approved by the Vice Chancellor for Academic Affairs, the Executive Director of Global Engagement, the Dean/Director of the appropriate College/School and the Associate Vice Chancellor for Finance & Business Services at PNW and the President at CCU.

**VI. Funding of Activities**

Activity Agreements should make financial costs and obligations explicit. Collaborating units are encouraged to work together to identify and secure any outside funding which may be needed. Projects requiring funding must be approved by both institutions.

**VII. Use of Name**

CCU will not use the name of PNW, nor of any employee of PNW, in any publicity, advertising, or news release without the prior written approval of an authorized representative of PNW. PNW will not use the name of CCU, or any employee of CCU, in any publicity, advertising, or news release without the prior written approval of an authorized representative of CCU.

**VIII. Nondiscrimination**

Purdue University prohibits discrimination against any member of the University community on the basis of race, religion, color, sex, age, national origin or ancestry, genetic information, marital status, parental status, sexual orientation, gender identity and expression, disability, or status as a veteran. The University will conduct its programs, services and activities consistent with applicable federal, state and local laws, regulations and orders and in conformance with the procedures and limitations as set forth in Purdue's Equal Opportunity, Equal Access and Affirmative Action policy which provides specific contractual rights and remedies. Additionally, the University promotes the full realization of equal employment opportunity for women, minorities, persons with disabilities and veterans through its affirmative action program.

**IX. Modification**

The terms of this Agreement may be changed or modified only by written amendment signed by authorized agents of the parties hereto.

**X. Prevailing Language**

Should this document be executed in two languages, the English version of this Memorandum of Understanding represents the understanding of both Parties. Any other version is provided as a translation. In the event of conflict between the two versions, the English version will prevail.

**XI. Non-Binding**

This Agreement is non-binding and solely for the purpose of establishing a basis upon which Purdue University and CCU will continue discussions. Either Purdue University or CCU may at its sole discretion terminate discussions for any reason by giving written notice of termination to the other. In the case of a

dispute that arises relating to any aspect of cooperation under this Agreement, the parties may attempt to resolve such dispute through friendly negotiation, or either party may elect to terminate the Agreement pursuant to the previous provision. Upon termination, the parties will have no further obligations hereunder.

**FOR PURDUE UNIVERSITY**



Thomas L. Keon  
Chancellor

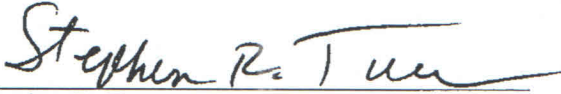
**FOR CHINESE CULTURE UNIVERSITY**



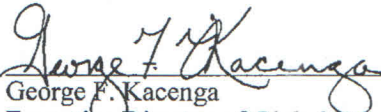
Shing-Ching, Shyu  
President



Niaz Latif  
Interim Provost and Vice Chancellor for Academic  
Affairs and



Stephen R. Turner  
Vice Chancellor for Finance and Administration



George F. Kacenga  
Executive Director of Global Engagement

Date: \_\_\_\_\_

10/2/19

Date: \_\_\_\_\_

2019. 10. 7