MEMORANDUM OF UNDERSTANDING
BETWEEN
WEST VIRGINIA UNIVERSITY BOARD OF GOVERNORS
ON BEHALF OF
WEST VIRGINIA UNIVERSITY
AND
TIANJIN UNIVERSITY OF FINANCE AND ECONOMICS

THIS MEMORANDUM OF UNDERSTANDING (the “MOU”), is made and entered into September 23, 2017, by and between WEST VIRGINIA UNIVERSITY BOARD OF GOVERNORS on behalf of WEST VIRGINIA UNIVERSITY (“WVU”) and TIANJIN UNIVERSITY OF FINANCE AND ECONOMICS (“TUFE”), (collectively the “Parties” and sometimes individually as a “Party”).

WITNESSETH:

WHEREAS, the West Virginia University Board of Governors is the statutorily created governing board which operates West Virginia University; and

WHEREAS, the undersigned commit on behalf of their respective institutions to foster international understanding, academic cooperation, faculty collaboration and the development of visiting programs for qualified students; and

WHEREAS, in the spirit of international cooperation and with a goal of mutual collaboration and assistance in attaining institutional goals, the parties agree to implement this MOU; and

WHEREAS, WVU, as a part of its 2020 Strategic Plan and as an American land-grant institution in the 21st century, is committed to delivering high-quality education, and building pathways for the exchange of knowledge and opportunity between the state, the nation, and the world; and

Approved by WVU General Counsel Office 9/2017
NOW, THEREFORE, to implement and accomplish the above-stated commitments and objectives, the parties agree to the following:

1. **Joint Obligations.** For the duration of this MOU or any extensions thereof, the parties agree that they shall jointly endeavor to:

   1.1. Exchange faculty and/or support the collaboration of faculty in areas of teaching, research, and service. As appropriate, the faculty exchange activities will focus on mutual interests of individual faculty members and groups of faculty.

   1.2. Exchange scholarly publications and information and share appropriate bibliographic information in areas of mutual interest to faculty associated with the two institutions.

   1.3. Exchange of students through reciprocal exchange programs and for the direct and sponsored enrollment of students as appropriate during the terms of the agreement. The student exchange is based upon the mutual trust and good faith of both participating institutions.

   1.4. Develop and implement WVU seminars, forums and residencies to be taught at the TUFE by WVU faculty members, and to be led at WVU by TUFE faculty.

   1.5. Develop and implement visiting programs and explore feasibility of dual degree programs and joint school between and TUFE.

2. **Participation Agreements.** For the duration of this MOU or any extensions thereof, the parties agree to develop specific terms of participation for each major activity implemented under this MOU; said terms shall be in writing and agreed to by the parties. All financial arrangements of specific activities will be separately negotiated and agreed upon by both parties. Every two years, the parties’ international officers, or their designees, will conduct a planning and evaluation meeting to review the progress of the MOU and plan for future activities.
3. **Funding.** All activities entered into as a part of this MOU, and articulated in a Participation Agreement as provided in Section 2 hereof, shall be implemented on a funding-available basis.

4. **Intellectual Property.** The parties do not intend that the activities performed under this MOU will result in inventions or the creation of new intellectual property, but if any result, the following will apply: each party shall retain exclusive title and all rights to inventions, copyrights, and other intellectual property arising from the conceptions or efforts of its employees or consultants in performing under this MOU. The parties shall hold joint title and rights in inventions, copyrights, and other intellectual property arising from the joint conception or efforts of both parties’ employees or consultants in performing under this MOU. The parties shall remain the exclusive owner of their inventions, copyrights, trademarks, service marks, and other intellectual property in existence prior to entering into this MOU.

5. **Use of Trademarks.** Neither party shall use the name or logo of the other party or their trade, assumed, or true names in any advertising, promotional, or other materials in any form of media without the prior written consent of that party. Requests to use WVU’s name or logo should be sent to the Director of Trademark Licensing at trademarklicensing@mail.wvu.edu. Requests to use TUFÉ’s name or logo should be sent to the University Office at xijaban@tjufe.edu.cn.

6. **Term.** This MOU will be effective for a period of five (5) years beginning on the date it is signed by the representatives of both parties. Thereafter, it may be renewed for similar periods of five (5) years by the mutual written agreement of both parties.
7. **Amendment, Extension, or Termination.** This MOU can be amended or extended only by the mutual written consent of both parties, and can be terminated with sixty (60) days written notice from either party.

8. **Responsibilities upon Termination.** Should this MOU be terminated, the responsibilities of either party to the MOU to provide benefits to participants on exchanges or research projects begun prior to its termination may extend beyond the duration of the MOU and termination of the MOU does not abrogate responsibility to provide benefits.

9. **Notices.** Any written notice required by this MOU shall be sent by certified mail, return receipt requested, and/or by express shipping carrier, to the address given below or to such later address as may be specified in writing. Any prior written notice periods required by this MOU shall be deemed to be effective upon receipt if sent in accordance with this notice provision.

    If to WVU: Vice President for Global Strategy and International Affairs  
    West Virginia University  
    Office of Global Affairs  
    200 Purinton House  
    P.O. Box 6313  
    1505 University Avenue  
    Morgantown, WV 26506-6313

    If to TUSE: Vice President of International Affairs  
    Tianjin University of Finance and Economics  
    Hexi District,  
    25 Zhujiang Road, Tianjin City, 3003222, China  
    China (Tel: 022-88186628)

10. **Authority.** The undersigned hereby represents and warrants that it is fully authorized to execute this MOU without obtaining the consent of any third party.

11. **Compliance.** The parties shall comply with all applicable laws, rules, regulations, and ordinances including, but not limited to, export control regulations.
12. **Non-Discrimination.** The parties agree that, as an essential proposition to any cooperative endeavor, all participants in programs created pursuant to this MOU will be selected with equal opportunity for all persons in accordance with the policies of each party and without regard to the race, sex, age, national origin, religion, creed, physical or mental disability, marital or family status, pregnancy, veteran status, service in the uniformed services (as defined in state and federal law), color, sexual orientation, genetic information, gender identity, gender expression, or ancestry of participants or candidates for participation.

13. **Severability.** If any portion of this MOU shall for any reason be invalid, illegal, unenforceable, or otherwise inoperative, the valid and enforceable provisions will continue to be given effect and to bind the parties.

14. **Entire Agreement.** This MOU contains the entire agreement of the parties as to this subject matter and supersedes any previous oral or written negotiations and/or agreement.

15. **Counterparts/Signatures.** This MOU may be executed in two or more counterparts, each of which shall be deemed an original but which together shall constitute one and the same instrument. Facsimile or scanned images of signatures upon this MOU shall be binding on the party so signing as if an original signature and shall have the full force and effect thereof.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK; SIGNATURES TO FOLLOW ON NEXT PAGE.]
IN WITNESS WHEREOF, the parties have caused this MOU to be executed as of the date of the signatures of their duly authorized representatives.

WEST VIRGINIA UNIVERSITY BOARD OF GOVERNORS
on behalf of WEST VIRGINIA UNIVERSITY

[Signature]
E. Gordon Gee, J.D., Ed.D.
President

TIANJIN UNIVERSITY OF FINANCE AND ECONOMICS

[Signature]
Wei'an Li
President

Date 09.23.17

Date 2017.4.7