

MEMORANDUM OF UNDERSTANDING

BETWEEN

OTTERBEIN UNIVERSITY

AND

SHANGHAI JIAO TONG UNIVERSITY

SCHOOL OF CONTINUING EDUCATION

Whereas the Shanghai Jiao Tong University School of Continuing Education (hereinafter referred to as "SJTU") and Otterbein University (hereinafter referred to as "Otterbein") are linked by common academic and cultural interests, and

Whereas these two institutions wish to enable cooperation and exchange in all academic areas of mutual interest, and

Whereas these two institutions wish to expand the basis for friendship and educational exchange between the People's Republic of China and the United States of America;

Now, therefore, SJTU and Otterbein set forth the following articles of government.

ARTICLE I

The purposes of this general agreement include, but are not limited to, the following:

1. The development of collaborative research projects;
2. The organization of joint academic and scientific activities, such as courses, conferences, seminars, symposia and lectures;
3. The exchange of research and teaching personnel;
4. The exchange of publications and other materials of common interest; and
5. The exchange of students.

Cooperative projects under this general agreement may include any of the academic disciplines represented at either of the two institutions.

ARTICLE II

In order to carry out and fulfill the aims of this agreement, SJTU and Otterbein will appoint an appropriate person at each of their campuses to coordinate the development and conduct of joint activities. Through these contact persons, either institution may initiate proposals for activities under this agreement. Specific details of any activity will be set forth in a Letter of Agreement which, upon signing by appropriate authorities at both institutes, and approved pursuant to Article IV, will become an integral part of this general agreement. Letters of Agreement will include such items as:

1. Elaboration of the responsibilities of each institution for the agreed-upon activity;
2. Schedules for the specific activities;
3. Budgets and sources of financing of each activity; and
4. Any other items necessary for the smooth and efficient conduct of the activity.

The contact persons will additionally be responsible for the evaluation of activities under this agreement according to the practices of their respective institutions. Letters of Agreement will be approved at each institution according to the normal procedures governing the types of activities proposed therein.

ARTICLE III

Each institution shall designate a coordinator to oversee and facilitate the implementation of this Agreement. The coordinators, working with their appropriate administrators at the respective universities:

1. To promote academic collaboration at both faculty, graduate and undergraduate student levels for research and study;
2. To act as principle contacts for individual and group activities and to plan and coordinate all activities within their institutions as well as with the partner institution;
3. To distribute to each institution information about the faculty, facilities, research, publications, library materials and educational resources of the other institution; and
4. To meet periodically to review and evaluate past activities and to work out new ideas for future cooperative agreements.

ARTICLE IV

This general MEMORANDUM OF UNDERSTANDING shall be identified as the parent document of any program agreement executed between the parties. Further letters of agreement concerning any program shall provide details concerning the specific commitments made by each party and shall not become effective until they have been reduced in writing and executed by the duly authorized representatives of the parties. Unless designated in writing otherwise by Otterbein's Board of Trustees, only Otterbein's President or Vice President for Business Affairs is authorized to enter, sign, waive, modify, assign or transfer any agreements between the parties, including this agreement. The scope of the activities under this agreement shall be determined by the funds regularly available at both institutions for the types of collaboration undertaken and by financial assistance as may be obtained by either institution from external sources.

ARTICLE V

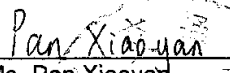
Except as may be stipulated in any specific program agreement, each institution shall be responsible for expenses incurred by its employees under this agreement.

ARTICLE VI

Upon approval by each institution, this agreement shall remain in effect for a period of ten (10) years unless terminated earlier by either institution. Such termination by one institution shall be effected by giving the other institution at least ninety (90) days advance written notice of its intention to terminate. Termination shall be without penalty. If this agreement is terminated, neither Otterbein nor SJTU shall be liable to the other for any monetary or other losses which may result.

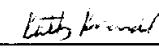
IN WITNESS WHEREOF, the parties hereto affixed their signatures

Signed for and on behalf of
Shanghai Jiao Tong University
School of Continuing Education


Ms. Pan Xiaoyan
Director, International Education Center
School of Continuing Education

Date January 28, 2012

Signed for and on behalf of
Otterbein University


Dr. Kathy Krendl
President

Date January 18, 2012