

MEMORANDUM OF AGREEMENT

between

***The Pennsylvania State University
Eberly College of Science
United States of America***

and

***Peking University
The School of Mathematical Sciences
School of Physics
College of Chemistry and Molecular Engineering
College of Life Sciences
The People's Republic of China***

The Eberly College of Science, The Pennsylvania State University (PSU), United States of America, The School of Mathematical Sciences, the School Physics, the College of Chemistry and Molecular Engineering, and the College of Life Sciences, Peking University (PKU), The People's Republic of China, are both leading research institutions in the field of science. This Memorandum of Agreement (MOA) has been set forth to enable promotion of their research and educational cooperation by establishing an agreement to facilitate exchanges between PKU and PSU at multiple levels, including faculty, post-doctors, graduate students, and undergraduate students. The two institutions agree to the following conditions:

I. Objective

- A. Overall Objective: To promote the development of academic and scientific relationships between the two organizations, including, but not restricted to, academic exchanges, collaborative scientific research, and technical cooperation.
- B. Scope of Cooperation: Exchanges and other forms of cooperation will be from any applicable branch of scientific learning, and the length of exchange visits could range from one week to one year (renewable upon mutual consent), as agreed to by both organizations on a case-by-case basis. This agreement covers only research and educational cooperation and does not cover the generation of intellectual property, unless separately agreed to by both organizations on a case-by-case basis.

II. Implementation procedures for faculty and post-doctors

- A. Exchange of professors and other related personnel will be for the purpose of exchanging scientific and teaching experience, giving lectures, joint proposal,

teaching courses, interactions for joint research projects, thesis supervision of joint students, and participation in conferences, symposia, and post-graduate courses. The teaching load of the visiting professors will be credited toward their teaching responsibility at their home institutions. The amount of teaching credit will be made equivalent among the exchange professors. The exchange of specific faculty members will be approved by the home department, in consultation with the host department.

- B. The exchange plan may also include postdoctoral researchers, who have received Ph.D. or equivalent degrees. Both organizations will allow post-doctors to visit the other organization or affiliated organizations for the purpose of individual research, or involvement in a joint team to encourage interaction.
- C. The object in exchanging scientific staff members is to enhance and maintain scientific working relationships for both PSU and PKU.

The number and duration of exchanges will be negotiated on an individual basis.

- i In general, each institution will pay travel expenses for its personnel. Local expense and medical care are provided by the host institution. When a stipend is provided by the host institution, the living expenses and fees for medical insurance will be paid by the visiting personnel from the stipend.
 - ii Both PSU and PKU will allow access of the visiting personnel to unclassified resources such as libraries, film and slide libraries, technical and academic materials depositories, laboratories, and studies for the purpose of enriching and developing their own resources.
 - iii Exchange personnel must abide by the laws of the host country and the rules and regulations of the host organization. Each of the cooperating universities will assist its guest scholars, to the fullest extent possible, in obtaining visas and other documents required by the government of the host country.
- III. Implementation procedures for long-term (usually one semester to two years) exchange of graduate students between PKU and PSU. The purpose of this part of the agreement is to jointly train graduate students by PKU and PSU. The graduate students are expected to perform research at the host institution, under supervision of specific faculty members, but may also elect to take courses that are determined to be beneficial on a case-by-case basis. The host faculty member needs to be identified prior to the start of the visit.
- A. Selection and registration for students
 - i. Students will be nominated by procedures determined by their home institutions.
 - ii. Once nominated, a candidate's complete academic record will be sent to the appropriate official of appropriate department or college at the host institution.
 - iii. Students from PKU are required to submit the application material to the International Programs office at PSU, along with an acceptable Financial Guarantee from either the home or host institution, or a third party.

- iv. For visa purposes, students from PKU will provide supporting documents for application of a J-1 visa, or another appropriate visa. PSU students will provide paperwork for appropriate visa. In addition, they will meet the following requirements
 - 1. For PKU students, TOEFL scores as consistent with the requirement of the PSU Graduate School. If a student who has adequate English abilities cannot take TOEFL, a waiver of this requirement may be requested with the Graduate School.
 - 2. For PSU students, a beginning Chinese lesson is encouraged; this may also be taken during the first semester at PKU.
 - 3. Official transcripts indicating that a student has a B.A./B.S. or equivalent.
- If accepted into this exchange program, students from PKU should be admitted to Provisional No Time Limit status. In order for the Graduate School and the Office of International Students and Scholars (ISS) at PSU to correctly track students, it is the responsibility of the project coordinator and the graduate staff assistant in the relevant department to inform the Graduate School and ISS of an incoming student's participation under the agreement. Notification must be timely to insure that each student will be properly registered and will benefit from the standing as a Provisional No Time Limit student.
- B. Coursework requirements for students
 - i. Students must maintain full-time status. While each student's needs may be individually determined, students must register for at least one research credit.
 - ii. If a student is not planning to enroll in a minimum of nine (9) credits of coursework while at Penn State, the Penn State program coordinator must consult with ISS to determine the relevant visa requirements. As of this writing, it is possible to fulfill the requirement for full-time status with a structured research program by special dispensation from the Responsible Officer (Director of ISS). It is acknowledged by all parties that, should visa regulations change, it may be necessary for the students coming from the Graduate School of TESOL-MALL to enroll in nine (9) credits of actual instruction. Any financial implications of such change are the responsibility of the student.
 - C. Housing and other accommodations for students
 - i. Participants in the program will have access to standard accommodations (i.e., room and board) at PSU and PKU. The ISS at PSU can assist in arranging housing for program participants coming to PSU if students complete the appropriate forms by the standard deadlines. Payment for such provisions will be made by each individual student to the housing office in accordance with that office's standard requirements and deadlines. See below for additional information on payments.
 - ii. Students will be provided access to all facilities including office space, computer access, research facilities, and materials as is commensurate with their standing as Provisional No Time Limit students.

- iii Students must purchase the health insurance plan provided by the host institution, or obtain a waiver by providing to the Student Insurance Office proof of alternate coverage that meets host institution's minimum standards.
- IV. Undergraduate student activities including but not limited to faculty lead short courses, jointly taught distance instruction and possible research and instructional exchanges will be discussed between both institutions on an on-going basis. Any undergraduate activities shall be subject to a separate agreement.
- V. Expenses for students
PKU and PSU will develop mechanism for payment of expenses on a case-by-case basis. In general, the funds for travel should be provided by the students or the home institution, and funds for the local expenses at the host institutions should be provided by the host institution. The expenses at the host institution may include, but are not limited to, tuition, room, board, utilities, books and stationery, insurance, fees, and cost of living expenses. In order for the students from PKU to receive the appropriate USA visa document in a timely manner, documentation of this support must be provided to ISS at PSU at the time of the admissions offer. PSU students will follow requirements for Chinese visa.

Graduate students may receive from the host institution a stipend for living expenses that reflect the actual costs at the host institution, and may receive a tuition waiver from the home institution.

- VI. Administration
 - A. This program will be administered from the office of Associate Dean Norman Freed at PSU and the offices of Associate Dean Shuyuan He of the School of Mathematical Sciences, Associate Dean Yuxin Liu of School of Physics, Dean Song Gao of College of Chemistry and Molecular Engineering, and Associate Dean Hongya Gu of the College of Life Sciences at PKU.
 - B. Graduate and Undergraduate students
At PSU, scheduling of courses and advising is within the purview of the Eberly College of Science. As outlined in Paragraph III, above, responsibility for insuring compliance with graduate school requirements and visa regulations rests with the project coordinator in the Eberly College of Science and that unit's equivalent at PKU. Should a student fail to meet the requirements or regulations, it is the responsibility of the Eberly College of Science personnel to inform the Responsible Officer (Director of ISS).
 - C. Faculty and other employees
Faculty exchanges will be reviewed and recommended by Department Head or his/her designee and approved by the Dean's office at ECoS at Penn State and by the appropriate College at PKU. Post-doctors and other employees will be reviewed by faculty at PSU and PKU, recommended by Department Head, and approved by the Dean at both Institutions. Specific conditions can be determined on case-by-case basis at each institution as needed. Administrative structures will

be determined on a case-by-case basis. Each institution can designate a local coordinator to supervise all activities of the Agreement and to verify the attainment of the foreseen objectives.

D. Graduate and Students

Graduate students will be selected by the faculty members at both institutions who are supervising the joint research and training, reviewed by the host department, and approved by the department Head.

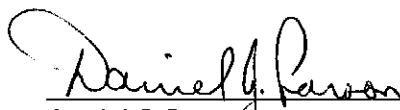
VII. Equal Access Policy

Both institutions are committed to the policy that all persons shall have equal access to programs, facilities, admission, and employment without regard to personal characteristics not related to ability, performance, or qualifications as determined by the respective PSU and PKU policies or by state or federal authorities. Neither institution discriminates against any person because of age, ancestry, color, disability or handicap, national origin, race, religious creed, sex, sexual orientation, or veteran status. PSU and PKU shall abide by these principles in the administration of this MoA and neither institution shall impose criteria for the exchange of scholars or students which would violate the principles of non-discrimination.

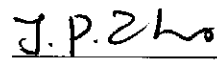
VIII. Evaluation/Assessment Clause

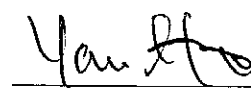
The offices responsible for administering the agreement will jointly review the program every three years to assess its effectiveness in promoting the institution's respective international education goals. This agreement will start immediately after all signatures have been obtained and will be effective for five years, subject to revision or modification by mutual written agreement, unless terminated by either party in the form of a written notice submitted at least eight months in advance of the academic year in which the termination is to become effective. Controversies on interpretation and execution of this Agreement will be resolved by a committee comprised of one member from each institution, designated by the President of PKU or his designee, and by Dr. Robert Pangborn, Vice President for Undergraduate Education.


The Pennsylvania State University

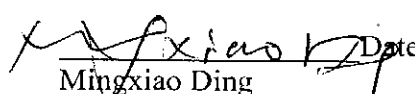
 Date 23/10/06
Daniel J. Larson
Dean of the Eberly College of Science

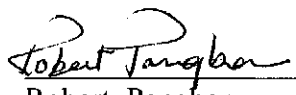
Peking University

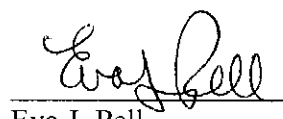
 Date 23/10/06
Jiping Zhang,
Dean of the School of Mathematical Sciences

 Date 23/10/06
Yanlin Ye
Dean of the School of Physics

 Date 23/10/06
Song Gao
Dean of College of Chemistry

 Date 23/10/06
Mingxiao Ding
Dean of College of Life Sciences

 Date 12/11/06
Robert Pangborn
Vice President and Dean
for Undergraduate Education

 Date 12/11/06
Eva J. Pell
Vice President for Research
Dean of the Graduate School