

INTERNATIONAL AGREEMENT

BETWEEN

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,  
ON BEHALF OF UC IRVINE SCHOOL OF MEDICINE

AND

KAOHSIUNG MEDICAL UNIVERSITY, COLLEGE OF MEDICINE AND  
COLLEGE OF DENTAL MEDICINE, KAOHSIUNG, TAIWAN

## I. PURPOSE

- A. The REGENTS of The University of California, Irvine, on behalf of the University of California, Irvine ("REGENTS") and Kaohsiung Medical University (KMU), College of Medicine (COM) and College of Dental Medicine (CODM), Kaohsiung, Taiwan enter into this Agreement ("Agreement") for the purpose of instituting a collaborative graduate student program. This Agreement is being entered into between REGENTS and KMU with respect to the University of California, Irvine ("UC IRVINE"), and not with respect to any other campus, hospital, division or organization within the University of California.
- B. The two parties have found that it is mutually beneficial to collaborate on graduate student training in medical sciences between KMU and REGENTS.

## II. PROGRAM – Graduate Student Training

REGENTS and KMU shall cooperate in the training of top Ph.D. students from KMU. Top Ph.D. students at KMU who have finished the 1<sup>st</sup> year of M.D. courses at KMU will be selected by UC IRVINE consistent with existing policies and procedures to apply to Ph.D. programs at UC IRVINE through the School of Medicine's direct admission option. All applications will be reviewed by a UC IRVINE School of Medicine admission committee chaired by Dr. Ping H. Wang or designee. After acceptance to UC IRVINE, the students will carry out graduate studies at UC IRVINE while on leave of absence from KMU. All admitted students will complete research and additional class work in accordance with the Ph.D. requirements stipulated by UC IRVINE's School of Medicine. KMU will provide UC IRVINE with US \$15,000 per year per admitted student to partially offset the training costs, and UC IRVINE School of Medicine and its faculty will provide the remaining training costs (including fees, stipends, and research supplies). The graduate student training program will be initiated first at UC IRVINE's School of Medicine, but may be expanded to additional graduate programs in other schools at UC IRVINE upon mutual agreement.

In this context, both universities agree to the following general forms of cooperation and conditions for the graduate student training program.

- A. Over the course of the Agreement, it is anticipated that UC IRVINE faculty will teach, train and mentor graduate students from KMU at UC IRVINE.
- B. Funding in the amount of \$15,000 annually, per enrolled graduate student, will be provided by KMU by no later than September 1 of each academic year for which each student is admitted.
- C. Each student under this program will have one faculty mentor from UC IRVINE and one faculty mentor from KMU. The UC IRVINE faculty mentor will be the student's thesis committee chair and will be responsible for directing the student's research activity at UC IRVINE. The KMU faculty mentor is encouraged to participate in the student's qualifying exam committee, progress report committee, and thesis committee meetings.
- D. The students' graduate course credits from KMU will be reviewed by UC IRVINE officials and faculty, and certain UC IRVINE course requirements may be requested to be waived by the Departments and faculty mentors. Such course waivers must be approved by the Graduate Dean. For advanced students who have completed medical/dental degrees or have completed basic courses at KMU's PhD program, course work at UC IRVINE may be streamlined. Students will be required to comply with the standard rules, regulations, and enrollment restrictions of UC IRVINE in the selection of courses, including requirements of language proficiency, academic honesty, and laboratory safety training. The students are expected to participate in research under the direction and supervision of their UC IRVINE mentor while they complete their course requirements. Students may share authorship in research publications when they have made sufficient intellectual or scientific contributions. If students participate in research funded by a third-party sponsor, the parties agree that the students' participation in such research activities will comply with the terms of the sponsorship agreement, applicable UC IRVINE policies, federal laws and regulations and applicable state and local laws.
- E. REGENTS, acting through its faculty, will determine the number of KMU students admitted to the program. Each student is required to meet all degree requirements for his or her respective graduate program. Each student is expected

to complete the program requirements and produce and defend his or her dissertation within four academic years. The duration of research can be extended if the student has not yet met the research requirement for graduation; it will be the sponsoring faculty member's responsibility to make this determination.

- F. Participants must be matriculated at their home university, making normative progress towards their degree, and in good academic standing to be eligible to apply to and enroll at UC IRVINE.
- G. UC IRVINE shall provide information to accepted KMU students on available campus services, such as housing, insurance, recreational and dining facilities, library resources, an email account, and/or an ID card. Access to these and other campus services is dependent on policies specific to UC IRVINE. Graduate students from KMU will be solely responsible for all of their expenses other than training costs (e.g, housing, transportation, food, entertainment).
- H. KMU students will be subject to the rules and regulations of UC IRVINE. UC IRVINE will assume no responsibility for a student's conduct or lack of compliance with any laws of the United States or of any State. UC IRVINE reserves the right to dismiss any student at any time for academic or personal misconduct in violation of established regulations and policies. Notification of dismissal will be provided to KMU, consistent with Family Education Rights and Protection Act (FERPA) and other privacy laws. The dismissal of a student shall not abrogate this Agreement or the arrangements regarding other students.
- I. KMU students must be enrolled or engaged full-time. A UC IRVINE faculty mentor must supervise and determine full-time engagement.
- J. Each enrolled KMU student will receive a UC IRVINE transcript with course titles, units, and letter grades upon completion of the program.

### III. FINANCIAL OBLIGATIONS

Any funds payable under this Agreement shall be paid in United States dollars.

### IV. INDEMNIFICATION

- A. REGENTS shall defend, indemnify and hold harmless KMU, its officers, employees, and agents from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out



of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damage are caused by or result from the negligent or intentional acts or omissions of REGENTS, its officers, employees, or agents.

- B. KMU shall defend, indemnify and hold harmless REGENTS, its officers, employees, and agents from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damage are caused by or result from the negligent or intentional acts or omissions of KMU, its officers, employees, or agents.
- C. The indemnification provisions in this Agreement shall survive any termination of this Agreement.

#### V. EXPORT CONTROL

- A. Any and all activities between REGENTS and KMU that result from this Agreement will comply with all U.S. export control laws and regulations, including without limitation the Arms Export Control Act, 22 U.S.C. § 2751-2794 (including the International Traffic in Arms Regulation ("ITAR") at 22 C.F.R. § 120 et seq.) and the Export Administration Act, 50 U.S.C. app. § 2401-2420 (including the Export Administration Regulations at 15 C.F.R. § 730-774), the Arms Export Enforcement Act ("AECA"), the International Emergency Economic Powers Act ("IEEPA"), the U.S. Export Administration Regulations ("EAR"), the U.S. sanctions programs contained in 31 C.F.R. Parts 500-599, and any other laws applicable to exports promulgated by any United States federal, state or local government agency, including any requirement to obtain an export license or agreement, if applicable.
- B. KMU represents and warrants that it will not transfer any export controlled item, data or services, to include transfer to foreign persons employed by or associated with, or under contract to KMU, without the authority of an export license, agreement or applicable exemption or exception.

- C. Where KMU is a signatory under a University of California export license or export agreement, KMU shall provide prompt notification to the Export Control Administrator of The University of California, Irvine, in the event of changed circumstances, including without limitation ineligibility, a violation or potential violation of the ITAR or the EAR, and the initiation or existence of a U.S. Government investigation.
- D. KMU shall not use REGENTS-furnished information or material in any transaction with a U.S. sanctioned country, person or entity listed by the U.S. Treasury Department's Office of Foreign Assets Control (OFAC) at:  
<http://www.treasury.gov/resource-center/sanctions/Pages/default.aspx>  
or any person or entity listed by the U.S. government at website:  
[http://www.bis.doc.gov/export\\_consolidated\\_list/consolidated\\_party\\_list\\_final.txt](http://www.bis.doc.gov/export_consolidated_list/consolidated_party_list_final.txt)
- E. KMU shall not use or divert REGENTS-furnished information or material for any proliferation activity, including without limitation the design, development, production, stockpiling or use of any nuclear explosive device, chemical or biological weapons or missiles.
- F. The export control provisions in this Agreement shall survive any termination of this Agreement.

## VI. NON-DISCRIMINATION

- A. With respect to student admission, access and treatment in programs and activities conducted under this Agreement, consistent with applicable United States federal and California State law and University of California policy, (1) neither party will discriminate or harass on the basis of race, color, national origin, religion, sex, gender identity, pregnancy, physical or mental disability, medical condition (cancer-related or genetic characteristics), genetic information (including family medical history), ancestry, marital status, age, sexual orientation, citizenship, or service in the uniformed services, and (2) both parties will prohibit sexual harassment.
- B. With respect to all employment practices, including recruitment, selection, promotion, transfer, merit increase, salary, training and development, demotion,

and separation conducted under this Agreement: consistent with applicable United States federal and California state law and University of California policy, neither party will engage in discrimination against or harassment of any person employed or seeking employment with respect to these programs and activities on the basis of race, color, national origin, religion, sex, gender identity, pregnancy, physical or mental disability, medical condition (cancer-related or genetic characteristics), genetic information (including family medical history), ancestry, marital status, age, sexual orientation, citizenship, or service in the uniformed services.

## VII. CONFIDENTIALITY

- A. Each party (a “Recipient”) agrees that, except with the express written permission of the other party (the “Discloser”), it will not disclose to any third party any confidential information of the Discloser (“Confidential Information”); provided, however, that a Recipient may disclose Confidential Information to its professional, financial, and similar advisors provided such persons or firms are bound by an obligation or agreement of confidentiality not to further disclose such information to any third party.
  - 1. The term Confidential Information means any and all information (disclosed before or after the signing of this Agreement, and whether in writing, or in oral, graphic, electronic or any other form), that is marked or described as, identified in writing as, or provided under circumstances indicating it is, confidential or proprietary, and any work product or documents produced by Recipient using or containing Discloser’s Confidential Information.
  - 2. “Confidential Information” shall not include information that: (a) is or later becomes available to the public through no breach of this Agreement by the Recipient; (b) is obtained by the Recipient from a third party who had the legal right to disclose the information to the Discloser; (c) is independently developed by Recipient without use of Discloser’s Confidential Information; (d) is known to Recipient, as evidenced by written records, without an obligation of confidentiality, at the time Recipient receives the same from Discloser; or (e) is required to be disclosed by law, government regulation, or



court order, in which case Recipient, to the extent permitted by law, shall provide prompt notice to Discloser of such requirement.

3. The parties acknowledge that Confidential Information may constitute “trade secrets” within the meaning of the Uniform Trade Secrets Act contained in California Civil Code Sections 3426, et seq.
- B. This Agreement, and any document executed pursuant to this Agreement, is subject to the requirements of the California Public Records Act and other applicable law. To the extent KMU considers any document (or any portion of any document) created pursuant to this Agreement, or any document executed pursuant to this Agreement, to be exempt from disclosure under the California Records Act, it will identify that document (or that portion of a document) in writing by clearly marking the portion of the document it believes is exempt from disclosure on the document with the phrase “Exempt From Disclosure Under the California PRA” or similar words.
- C. REGENTS and KMU have agreed to the following procedure for responding to any requests to inspect or receive copies of documents so marked.
1. REGENTS will promptly notify KMU upon receipt of a request under the California Public Records Act or any other applicable law to inspect or receive copies of the marked document(s).
  2. KMU will have five working days from the date of receipt of notice from REGENTS to file a motion in a court of competent jurisdiction to prevent disclosure of the document(s).
  3. KMU will be solely responsible for any costs or fees incurred by KMU related to its efforts to prevent disclosure of the document(s). In no event will any such costs or fees be deducted from any payment due REGENTS under this Agreement, or otherwise charged to REGENTS.
  4. KMU will reimburse REGENTS its reasonable costs and expenses incurred in cooperating with KMU efforts to prevent disclosure of the document(s). KMU will indemnify, defend and hold harmless REGENTS from and against any costs or liability arising out of KMU efforts to prevent disclosure of the document(s) or REGENTS’ efforts to cooperate with KMU in that regard.



5. Notwithstanding the foregoing, either party may disclose the terms hereof to such a party's professional, financial, and similar advisors provided such persons or firms are bound by an obligation or agreement of confidentiality not to further disclose such information to any third party.

#### VIII. INTELLECTUAL PROPERTY

- A. The parties recognize and acknowledge that all rights and goodwill in their respective patents, trademarks, copyrights and other intellectual property are the exclusive property of their separate institutions. The parties agree not to use the other party's name or other trademarks in advertising, marketing or other materials without the prior written consent of the other.
- B. KMU and REGENTS shall promptly disclose to each other, in the form of a written, confidential invention disclosure, any potentially patentable discoveries or inventions conceived or reduced to practice during and related to any activities pursuant to this Agreement. Inventorship shall be determined according to the patent laws of the country in which a patent application is filed. KMU and REGENTS shall each own an undivided interest in joint inventions; each party shall solely own its sole inventions.
- C. If KMU and REGENTS are determined (according to the patent laws of the country in which a patent application is filed) to be joint inventors on a patent application, the parties will then discuss securing intellectual property rights to protect potentially patentable inventions, and determine how expenses and revenue will be shared for the joint invention, and which party will take the lead in patenting and commercializing the joint invention. The parties may choose to memorialize such an arrangement in a written inter-institutional agreement at that time. The lead party will keep the other party informed and involved in decision-making regarding the patenting and commercialization activities of the joint invention. Sole inventions shall be solely managed by the sole owner, with no obligation to share information or revenue.
- D. KMU and REGENTS shall reserve the right to use joint inventions (conceived and reduced to practice under this Agreement by both KMU and REGENTS inventors) for educational and research purposes, both with respect to activities

pursued under this Agreement and with respect to institutional activities not related to this Agreement.

- E. Pursuant to University of California policy, each KMU participant in the program who: (a) is an employee of REGENTS; (b) uses University of California research facilities; or (c) receives gift, grant or contract funds through the University of California must execute the University of California Patent Acknowledgment form.
- F. KMU agrees to comply with the intellectual property policies of REGENTS, including without limitation:
  - 1. University of California Patent Policy, available at:  
<http://www.ucop.edu/ucophome/coordrev/policy/09-04-97patent.html>
  - 2. University of California Copyright Ownership Policy, available at:  
<http://www.ucop.edu/ucophome/coordrev/policy/8-19-92.html>
  - 3. University of California Policy on the reproduction of Copyrighted Materials for Teaching and Research, available at:  
<http://www.ucop.edu/ucophome/coordrev/policy/4-29-86.html>
  - 4. University of California Ownership of Course Materials Policy, available at:  
<http://www.ucop.edu/ucophome/coordrev/policy/9-25-03copyright.html>
  - 5. University of California Code of Conduct for Trademark Licenses, available at: <http://www.ucop.edu/ucophome/coordrev/policy/1-05-00code.pdf>

#### IX. RESEARCH PROTOCOL

Pursuant to University of California policy, KMU participants engaged in research at UC IRVINE must comply with all requirements for prior review and approval of research, including without limitation those applicable to human subjects, animal research, conflict of interest, human stem cell research, radiation safety, radioactive drug use, or recombinant DNA use.

#### X. USE OF REGENTS' NAME AND SEAL

KMU may use the name (including "The University of California," "The University of California, Irvine," "UC," "UC IRVINE," "UC IRVINE" or any other version of REGENTS' name) and seal (including the official and unofficial seal) of REGENTS,

and any other symbol or logo of REGENTS, only after KMU has sought and received written approval for such use pursuant to REGENTS' policies and procedures.

#### XI. TERM

This Agreement shall remain in effect for two years following its execution by both parties, unless otherwise terminated as permitted herein. This Agreement may be renewed under the same terms for up to three additional years by mutual, written consent of the parties. If this Agreement is so renewed, financial terms for the remaining years will be negotiated and agreed upon six months prior to the beginning of the third year and will be set forth in writing.

#### XII. TERMINATION

##### A. Termination

Either party may terminate this Agreement upon ninety (90) days' prior written notice to the other party.

##### B. Payment in Case of Termination

If this Agreement is terminated, pro-rated payments will be paid based on the period, including the notice period, for which the Agreement was in effect.

#### XIII. FORCE MAJEURE

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performance if such delay or default is caused by conditions beyond the delaying or defaulting party's control including without limitation acts of Nature, government restrictions (including without limitation the denial or cancellation of any export or other necessary license), wars, insurrections, strikes, epidemics, civil unrest, sabotage, and/or any other cause(s) beyond the reasonable control of the party whose performance is affected.

#### XIV. ASSIGNMENT, BINDING EFFECT

Neither party may assign any of its rights, benefits or obligations under this Agreement without the prior written consent of the other party. All of the terms, agreements, representations, warranties and conditions of this Agreement are binding.

#### XV. MODIFICATIONS

This Agreement may be amended only by a written instrument executed by both parties.



#### XVI. SEVERABILITY

Should it be determined by a Court that any term of this Agreement is unenforceable, that term shall be deemed to be deleted. However, the validity and enforceability of the remaining terms shall not be affected by the deletion of the unenforceable term(s).

#### XVII. CONSTRUCTION

This Agreement shall be construed as if the parties jointly prepared it, and any uncertainty or ambiguity shall not be interpreted against any one party.

#### XVIII. CONTROLLING LANGUAGE

The controlling language of this Agreement is English. All communications and notices shall be in English.

#### XIX. NON-WAIVER

Waiver or non-enforcement by either party of a term or condition shall not constitute a waiver or a non-enforcement of any other term or condition or of any subsequent breach of the same or similar term or condition.

#### XX. CHOICE OF LAW

This Agreement shall be governed by the laws of the State of California without regard to conflict of law principles that would result in the application of any law other than the law of the State of California.

#### XXI. SOVEREIGN IMMUNITY, JURISDICTION, SERVICE, VENUE

KMU waives all claims of sovereign immunity, consents to the jurisdiction of the courts of the United States and the State of California, and consents to service of all notices (including the service of process) through the mail or as otherwise allowed by law. The venue for any action regarding this Agreement shall be Orange County, California.

#### XXII. ATTORNEYS' FEES AND COSTS

Each party agrees to bear its own attorneys' fees and expenses incurred in any dispute regarding the interpretation or implementation of this Agreement, including the reasonable value of any services provided to it by in-house counsel. The reasonable value of services provided by in-house counsel shall be calculated by applying an hourly rate commensurate with prevailing market rates charged by attorneys in private practice for such services.

### XXIII. NOTICE

All Notices required under this Agreement shall be deemed to have been fully given:

(1) three (3) business days after deposit in the United States mail, postage prepaid, return receipt requested; or (2) the next business day after deposit (for next day delivery) with Federal Express or DHL, postage prepaid, signature required at delivery, and addressed as follows:

For REGENTS:

University of California, Irvine  
Office of Global Engagement  
254 Multipurpose Science & Technology Building  
Irvine, CA 92697-1900

For KMU:

Ching-Kuan Liu, M.D., Ph.D.  
President  
Kaohsiung Medical University,  
College of Medicine and College of  
Dental Medicine, Kaohsiung  
100, Shi-Chuam 1<sup>st</sup> Road  
Kaohsiung City \*07  
Taiwan, R.O.C. \_\_\_\_\_

### XXIV. ENTIRE AGREEMENT

This Agreement contains all of the terms and conditions agreed upon by the parties and supersedes any prior agreement, oral or written, and all other communications between the parties.

Agreed to by the parties as follows:

Date: 12.5.13

Date: 11-21-2013

By: Ralph V. Clayman

Ralph V. Clayman, M.D.  
Dean, School of Medicine  
Professor of Urology  
University of California, Irvine

By: Ching-Kuan Liu

Ching-Kuan Liu, M.D., Ph.D  
President & Molecular Genetics  
Kaohsiung Medical University,  
College of Medicine and College  
of Dental Medicine, Kaohsiung,  
Taiwan