A-9 China Scholarship Council

Memorandum of Understanding

China-U.S. Astronomy Exchange Program
Sponsored by the China Scholarship Council
June 7, 2016

(1) The University of California, Berkeley, the University of California, Davis, the University of California, Irvine, the University of California, Riverside, the University of California, San Diego, the University of California, Santa Barbara and the University of California, Santa Cruz (collectively, the "UC Parties"); (2) the University of Hawaii at Manoa, the University of Hawaii at Hilo (the "UH Parties" and, together with the UC Parties, the "US Host Institutions"); and (3) the China Scholarship Council ("CSC" and, together with the UC Parties and the UH Parties, the "Parties") enter into this Memorandum of Understanding ("MOU") to work together in the development of China-U.S. Astronomy Exchange Program to promote future educational and scientific cooperation between and among the Parties.

There are no legally binding obligations for any Party under the terms of this MOU, except as to the Sections listed in Section XIV below. The Parties are not obligated to commit, assign or transfer funds, assets, or any other resources pursuant to this MOU. This MOU is intended to encourage and facilitate the activities described herein. The Parties will work together to memorialize their understanding in a definitive agreement (a "Definitive Agreement") and the items recited in this MOU (except as to the Sections listed in Section XIV below) will become obligations of the Parties only upon entering into the Definitive Agreement. The Parties acknowledge and agree that any failure or inability to reach a Definitive Agreement for any reason shall not be deemed to be a breach by either party of this MOU or any other agreement or arrangement between the parties.

1. Overview

The Parties agree to explore the feasibility of establishing programs, including mutually beneficial research projects, academic activities and educational endeavors, with each other.

CSC intends to inaugurate a program to promote scientific exchanges in the discipline of Astronomy between and among 10 Chinese universities and 9 US universities and campuses. This so-called "US-China Exchange Program" (hereafter "US-China EP") emerged out of multiple, growing close collaborations between Chinese and US universities under the aegis of the Thirty-Meter Telescope International Observatory (hereafter "TIO"). The mission of the CSC is to promote and support overseas study and research by Chinese scientists. US-China EP would fulfill this quest by facilitating overseas study by Chinese scientists in the discipline of Astronomy.

The Parties recognize that although US-China EP began in TIO, it was quickly realized that the scope should be expanded to support research in all fields of astronomy and astrophysics. The participating Chinese universities are Beijing Normal U., Nanjing U., Peking U., Shandong U., Shanghai Jiaotong U., Sun Yat Sen U., Tsinghua U., the U. of Chinese Academy of Sciences, the U. of Science and Technology of China, and Xiamen U.
The US-China EP program is intended to serve scientists with a wide variety of experience levels, from undergraduate students to Ph.D. candidates to senior scientists. The sponsored students and researchers would work on a wide range of research projects, including theory, observations, and instrumentation design in all areas of astronomy and astrophysics. It is hoped that up to 30 Chinese researchers would be resident in the US at any one time, including undergraduate and graduate students, postdoctoral fellows, faculty, and university researchers. Participants would be jointly selected by the US and Chinese Parties according to well defined procedures, eligibility and other criteria that are consistent with each University’s and Department’s policies and would be endorsed in quality and financially supported by CSC.

II. Scholar Exchange Categories in US-China EP

Three categories of Scholar Exchanges are proposed to be supported:

*Category A – Visiting Scholars from China to the US:* This category would cover visits to US Host Institutions by Chinese students, faculty, and researchers who have an official affiliation with one of the ten Chinese partner universities and for whom CSC would provide the full cost of travel and living support from three months up to twelve months. Visits would be organized and managed by collaborating astronomers from Chinese and US Host Institutions. Visiting undergraduates are not formally enrolled in the applicable US Host Institution, and no degrees or course credits are granted. All degrees (if any) are granted by the student’s home institution in China.

*Category B – Enrolled Ph.D. Candidate Scholars:* This category covers Chinese students who apply for and are accepted directly into an Astronomy-related Ph.D. program at one of the US Host Institutions. Students identified as US-China EP candidates by CSC must apply directly to each graduate admissions program to be considered, subject to the applicable US Host Institution’s admissions criteria and applicable rules. For the first two years, CSC proposes to provide full tuition, fees, and cost of living support consistent with each US Host Institution’s minimum allowance. Subsequent costs would be borne by the applicable US Host Institution. Final Ph.D. degrees are awarded by the applicable US Host Institution.

*Category C – Postdoctoral Scholars:* This category denotes fellows with a Ph.D. degree from a Chinese partner university who apply for and are accepted into a regular postdoctoral program of one of the US Host Institutions, subject to the applicable US Host Institution’s admissions criteria and applicable rules. CSC proposes to provide cost of living support constituting half of each US Host Institution’s minimum cost of living allowance, and the applicable US Host Institution would provide the other half. The exchange of postdoctoral scholars would be organized and managed by collaborating astronomers from Chinese and US institutions, who would work together to identify the Scholar’s research goals and ensure Postdoctoral Scholar success.

Collectively, the personnel in the above three categories would be referred to as "US-China EP Scholars".
III. Financial Model

i. Visiting Scholars and Visiting Undergraduates Category

a) Visiting undergraduates: CSC provides the full cost of travel and living support for 3 to 12 months plus visa application fees and one round-trip airfare to the US. This amount and/or a formula for determining this amount will be set forth in the Definitive Agreement, if it is entered into. The living allowance would be provided under the condition of continued compliance with the applicable US Host Institution’s program rules.

b) Visiting Scholars: CSC provides the full cost of travel and living support for 3 to 12 months plus visa application fees and one round-trip airfare to the US. This amount and/or a formula for determining this amount will be set forth in the Definitive Agreement, if it is entered into. The living allowance would be provided under the condition of continued compliance with the applicable US Host Institution’s academic requirements and program rules.

c) Visiting Scholars and Visiting Undergraduates would be expected to provide their own working laptops. The applicable US Host Institution, subject to its policies and procedures and all applicable law, would be responsible for providing all additional computer fees and equipment necessary to the Scholar’s work, such as computer accounts, email, access to high-speed computers, etc., subject to the applicable US Host Institution’s rules and policies regarding data privacy and access to secure website areas.

ii. Enrolled Ph.D. Candidate Scholars category

a) CSC provides full tuition (which includes tuition, nonresident supplemental tuition, and student services fees) and cost of living support consistent with each US Host Institution’s minimum allowance for the first two years (24 months) plus visa application fees and one round-trip airfare to the US. Additional costs would be borne by the applicable US Host Institution. This amount and/or a formula for determining this amount would be set forth in the Definitive Agreement, if it is entered into.

b) The funding for living allowance and tuition would be provided under the condition of continued compliance with the applicable US Host Institution’s program rules and maintenance of good academic standing.

c) Contingent on the student making continued satisfactory progress, the applicable US Host Institution commits to providing, in the third year of the applicable student’s participation in the program and thereafter, each Enrolled Ph.D. Candidate Scholar with tuition, student service fees, health insurance, and living expenses via stipends, teaching assistantships, and/or graduate research assistantships to bring the total financial package to the level commensurate with the applicable US Host Institution’s norms and as
d) Enrolled Ph.D. Candidate Scholars would be expected to provide their own working laptops. The applicable US Host Institution, subject to its policies and procedures and all applicable law, would be responsible for providing all additional computer fees and equipment necessary to the Scholar's work, such as computer accounts, email, access to high-speed computers, etc. subject to the applicable US Host Institution's rules and policies regarding data privacy and access to secure website areas.

iii. Postdoctoral Scholars category

e) CSC provides cost of living support constituting half of each US Host Institution's minimum cost of living allowance for up to 36 months plus visa application fees and one round-trip airfare to the US, and the applicable US Host Institution would provide the other half of the cost of living allowance. This amount and/or a formula for determining this amount will be set forth in the Definitive Agreement, if it is entered into.

b) The funding for the living allowance would be provided under the condition of compliance with the applicable US Host Institution's program rules and maintenance of continued good academic standing.

c) The applicable US Host Institution department and/or sponsoring faculty commit to providing each successful candidate a supplemental stipend to bring the total financial package up to the level commensurate with the applicable US Host Institution's norms and as determined by mutual agreement in the Definitive Agreement.

d) Postdoctoral Scholars would be expected to provide their own working laptops. The applicable US Host Institution, subject to its policies and procedures and all applicable law, would be responsible for providing all additional computer fees and equipment necessary to the Scholar's work, such as computer accounts, email, access to high-speed computers, etc. subject to the applicable US Host Institution's rules and policies regarding data privacy and access to secure website areas.

IV. Administration

Each US Host Institution would designate a Coordinator of Activities (hereafter "Coordinator") as its representative to define and implement the program. Coordinators are listed in Appendix 1. The terms of the ongoing administration of the program will be set forth in the Definitive Agreement, if it is entered into.

Each US Host Institution would have the right to choose whether they would participate in any program each academic year and the maximum number of US-China EP Scholars in each category, if any, that the applicable US Host Institution would be able to accept during such academic year.
V. Application and Selection Process

The Parties agree that it is necessary not only to select the best proposals within each Scholar exchange category but also to determine the allocation among the three Scholar categories.

The application and selection process will be set forth in the Definitive Agreement, if it is entered into, with the intent to satisfy the criteria of both the host universities and CSC.

VI. The proposed program outlined in this MOU will be articulated in the Definitive Agreement, if it is entered into. The Definitive Agreement will, if it is entered into, include mutually acceptable terms as to:

A. Financial and other terms of the programs;
B. Export control terms;
C. Intellectual property terms;
D. Protocols for participating student access to the applicable US Host Institution's secure website areas;
E. Data privacy compliance;
F. General access of participating students to US Host Institution benefits;
G. Dispute resolution terms;
H. Visitors' compliance with the applicable US Host Institution's rules, regulations and policies; and
I. Such other terms as the Parties may agree upon.

VII. The non-UC Parties may not use the name (including "University of California," "UC," or any variant thereof that includes the name of a campus or the initials for such name (such as "University of California, Irvine," "UC Irvine" or "UCI" or any other version of the UC name) and seal (including the official and unofficial seal) of the University of California, or any other trademark, symbol or logo of the University of California, or any derivation thereof, in any form or manner in advertisements, reports, or other information released to the public, or place the University of California name, abbreviations, trade names and/or trademarks or any derivation thereof on any consumer goods, products, or services for sale or distribution to the public, without prior written approval from an appropriate delegated authority of The Regents of the University of California. The non-UC Parties agree to comply at all times with California Education Code Section 92000.

VIII. No Licenses

i. With respect to the names, marks or insignias of CSC this MOU does not grant any US Host Institution any express or implied license or other rights to any other Party to use the name, mark, or any insignia or trademark of CSC, alone or as part of another name, insignia or mark, unless prior approval is obtained from the Party whose name, insignia, or mark is sought to be used, in its sole discretion and in accordance with restrictions that it may impose.

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ii. With respect to the names, marks or insignias of US Host Institutions, this MOU does not grant CSC any express or implied license or other rights to any other Party to use the name, mark, or any insignia or trademark of any US Host Institutions, alone or as part of another name, insignia or mark, unless prior approval is obtained from the Party whose name, insignia, or mark is sought to be used, in its sole discretion and in accordance with restrictions that it may impose.

IX. This MOU is being entered into by the following named University of California campuses only, and not with respect to any other campus, hospital, division or organization within the University of California: The University of California, Berkeley, the University of California, Davis, the University of California, Irvine, the University of California, Riverside, the University of California, San Diego, the University of California, Santa Barbara and the University of California, Santa Cruz.

X. This MOU embodies the entire understanding among the Parties with respect to the subject matter contained herein. No amendment or changes to this MOU will be effective unless made in writing and signed and delivered by authorized representatives of the Parties, as designated herein.

XI. Except for Sections VII (Use of Names) and VIII.ii (No Licenses - US Host Institutions), this MOU will be governed by and construed in accordance with the laws of the People's Republic of China. The Parties will seek to resolve disputes that may arise through friendly, mutually acceptable resolutions. Any and all disputes arising out of, resulting from or in connection with this MOU (except as to matters arising under Sections VII (Use of Names) and VIII.ii (No Licenses - US Host Institutions)) not resolved by the Parties seeking friendly, mutually acceptable resolutions will be submitted to Hong Kong International Arbitration Centre for arbitration in accordance with its rules effective at the time of application for arbitration. The place and location of arbitration will be in Hong Kong. The language to be used in the arbitral proceedings will be both English and Chinese. The arbitration decision will be final and binding upon the Parties. The cost of arbitration shall be borne by the losing Party, unless otherwise determined by the arbitration award. The prevailing party may seek an order to recognize and enforce the award from any court of competent jurisdiction.

Any dispute arising under Sections VII (Use of Names) and VIII.ii (No Licenses - US Host Institutions) shall be governed by and construed in accordance with the laws of the State of California, United States in federal or state court in Oakland, California.

XII. The term of this MOU shall commence upon full execution and continue in effect for one year; provided, however, that any Party may terminate this MOU at any time upon 90 days' prior written notice to the other Parties. The Parties anticipate that the Definitive Agreement, if it is entered into, would have a term of three years.

XIII. Multiple identical official copies of this MOU in the English language, each of equal validity, are to be signed by each Party, with one set of copy to be retained by each Party.
XIV. Except for this Section XIV and Sections VII (Use of Names), VIII (No Licenses), IX (UC Parties), X (Amendment), XI (Governing Law and Dispute Resolution), XII (Term), XIII (Language) and XV (Notices), this MOU does not constitute a legally binding agreement.

XV. All Notices required under this MOU will be in writing and may be delivered by electronic mail to the persons holding the positions set forth in Appendix 2 (with written acknowledgement confirming receipt by return email), personal service, certified mail, or common carrier providing overnight delivery and confirmation of receipt, as set forth in Appendix 2 and, in the case of notices to UC Parties, with a copy to:

University of California
1111 Franklin Street, 8th Floor
Oakland, CA 94607-5200
Attn: General Counsel
Phone no.: (510) 987-9800
Fax no.: (510) 987-9757

XVI. MOU Signatories

CSC's representative to sign this MOU is Dr. Liu Jinghui, CSC Secretary-General and for the other Parties is as set forth below.

China Scholarship Council

Dr. Liu Jinghui
Secretary-General
China Scholarship Council
China

University of California, Santa Barbara:

The Regents of the University of California, on behalf of the University of California, Santa Barbara

By: [Signature]
Name: Henry T. Yang
Title: Chancellor

University of Hawai‘i at Manoa

By: [Signature]
Name: Robert Bley-Vroman
Title: Chancellor, University of Hawai‘i at Manoa

MOU for China-U.S. Astronomy Exchange Program
University of Hawai‘i at Hilo

By: [Signature]
Name: Donald Straney
Title: Chancellor, University of Hawai‘i at Hilo

University of California, Berkeley:

By: The Regents of the University of California, on behalf of the University of California, Berkeley

By:
Name: Nicholas Dirks
Title: Chancellor

By:
Name: Paul Alivisatos
Title: Vice Chancellor for Research

University of California, Davis:

By: The Regents of the University of California, on behalf of the University of California, Davis

By: [Signature]
Name: Ralph J. Hexter
Title: Acting Chancellor

University of California, Irvine:

By: The Regents of the University of California, on behalf of the University of California, Irvine

By: [Signature]
Name: Howard Gillman
Title: Chancellor

University of California, Riverside:

By: The Regents of the University of California, on behalf of the University of California, Riverside

By:
Name: Kathryn Uhrich
Title: Dean of the College of Natural and Agricultural Sciences
University of Hawai'i at Hilo

By:
Name: Donald Straney
Title: Chancellor, University of Hawai'i at Hilo

University of California, Berkeley:

By: The Regents of the University of California, on behalf of the University of California, Berkeley

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By: The Regents of the University of California, on behalf of the University of California, Irvine

By:
Name: Howard Gillman
Title: Chancellor

University of California, Riverside:

By: The Regents of the University of California, on behalf of the University of California, Riverside

By:
Name: Kathryn Uhrich
Title: Dean of the College of Natural and Agricultural Sciences
University of California, San Diego:

By: The Regents of the University of California, on behalf of the University of California, San Diego
By: 
Name: Suresh Subramani
Title: Executive Vice Chancellor for Academic Affairs

University of California, Santa Cruz:

By: The Regents of the University of California, on behalf of the University of California, Santa Cruz
By: 
Name: George Blumenthal
Title: Chancellor

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