MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY
(Virginia Tech)
BLACKSBURG, VIRGINIA, USA

AND

DALI UNIVERSITY
DALI CITY, YUNNAN, CHINA

Dali University and Virginia Polytechnic Institute and State University (Virginia Tech) agree to implement this Memorandum of Understanding.

This agreement is based on the principle of reciprocity and expresses the interest of both parties in exchanging scholars, students, academic information and materials in the belief that the research and educational process at both the institutions will be enhanced and that mutual understanding between their respective scholars and students will be increased by the establishment of such exchange programs.

1. The universities agree to encourage the development of the following exchange programs based on their respective academic and educational needs:

   - Exchange of academic information and materials
   - Exchange of periodicals and other publications
   - Organization of joint research programs
   - Organization of joint conferences
   - Organization of other academic exchanges agreeable to both universities

2. The parties recognize that the implementation of any exchange program will depend upon the academic interests and expertise of individual faculty members and upon the availability of financial resources. Accordingly, the implementation of each exchange program based on this agreement shall be separately negotiated and determined by both universities. Further, prior to engaging in any research program, funded or unfunded, between the parties, Virginia Tech shall conduct a review for compliance with applicable United States laws.

3. This agreement is not intended to be a legally binding document. It is meant to describe the nature and to suggest the guidelines of the cooperation described above. Nothing therefore shall diminish the full autonomy of either institution, nor will any constraints be imposed by either upon the other in carrying out the agreement.
4. The agreement shall become effective on the day representatives of both universities affix their signatures and seals, will be in force for a period of three (3) years, and is subject to revision or modification by mutual written agreement. It is also understood that either institution may terminate the agreement at any time, although is assumed that such action would only be taken after mutual consultation in order to avoid any possible inconvenience to the other institution.

5. Intellectual Property

Any inventions or copyrighted materials or other intellectual property (collectively "Intellectual Property") conceived, expressed, and/or reduced to practice under the activities of this agreement by the employees of Virginia Tech shall vest in Virginia Tech and will be managed in accordance with the policies and procedures of Virginia Tech related to intellectual property. Any Intellectual Property conceived, expressed, and/or reduced to practice under the activities of this agreement by the employees of the Dali University shall vest in Dali University and will be managed in accordance with the policies and procedures of Dali University related to intellectual property (collectively, “Sole Inventions”). Any Intellectual Property conceived, expressed, and/or reduced to practice under the activities of this agreement by at least one employee of Virginia Tech and Dali University will be owned by Virginia Tech and Dali University, without any obligation to account to one another (“Joint Inventions”). Inventorship will be determined according to the principles of United States patent law. Neither party shall make claim to the other party’s Sole Inventions.

6. For Virginia Tech Michael J. Mortimer and for Dali University Hongyan Su shall serve as liaison officers for this agreement.

Charles W. Steger
President
Virginia Tech

Mr. Yang Rongxin
President
Dali University

8/3/12

2013.5.20
MEMORANDUM

TO: Ian Leuschner

FROM: Tracey Gallagher

SUBJECT: Memorandum of Understanding between Virginia Tech and Dali University

DATE: July 30, 2013

My recommendation to the captioned matter is as follows:

____ X Approved as to form and execution*

_____ Approved with recommended changes as noted below

_____ Not approved for reasons indicated below

COMMENTS:

The agreement is legally acceptable without change.

Please let me know if you have questions or concerns.

*The following should not be understood as an official opinion of the Attorney General nor construed as an endorsement of the terms/conditions of the referenced agreement. This review addresses only the legal authority of the Commonwealth to enter into this agreement and the enforceability of its terms; the wisdom of the agreement is by law addressed to the sound discretion of responsible officials of the institution/agency.