MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

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

AND

TONGJI UNIVERSITY
SHANGHAI, CHINA

Tongji 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 faculty
   - Exchange of students (undergraduate and/or graduate)
   - Joint supervision of M.S. and Ph.D. students
   - 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.
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 five 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. Virginia Tech is accredited by the Southern Association of Colleges and Schools' Commission on Colleges to award bachelor, master and doctoral degrees. Tongji University is not accredited by the Commission on Colleges and the accreditation of Virginia Tech does not extend to or include Tongji University or its students. Although Virginia Tech accepts certain course work in transfer toward a credential from Tongji University, or collaborates in other ways for generation of course credits or program credentials, other colleges and universities may or may not accept this work in transfer, even if it appears on a transcript from Virginia Tech. This decision is made by the institution subsequently considering the possibility of accepting such credits.

**Institutional Names on an Academic Credential.** For undergraduate academic credentials, students taking courses from participating institutions in a collaborative arrangement may be awarded the academic credential from the SACSCOC-accredited institution when 25 percent or more credits were earned through that institution's own direct instruction.

For graduate academic credentials, students taking courses from participating institutions in a collaborative arrangement may be awarded the academic credential from the SACSCOC-accredited institution where one-third or more of the credits were earned through that institution's own direct instruction. Students may be awarded the academic credential from Tongji University where 50% or more of the credits were earned through Tongji University's own direct instruction.

**Use of the SACSCOC Logo.** Neither Member nor Partner institutions may use the SACSCOC logo. Its use is reserved exclusively for the Southern Association of Colleges and Schools Commission on Colleges.
6. 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 Tongji University shall vest in Tongji University and will be managed in accordance with the policies and procedures of Tongji 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 Tongji University will be owned by Virginia Tech and Tongji 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.

7. For Virginia Tech, Dr. Guru Ghosh, Associate Vice President for International Affairs, and for Tongji University, Prof. Dong Qi, Vice President for International Affairs, shall serve as liaison officers for this agreement.

Charles W. Steger
President
Virginia Tech

Dr. Pei Gang
President
Tongji University

Date: 8/3/10
Date: 9/4/13