

MEMORANDUM OF AGREEMENT

OCEAN UNIVERSITY OF CHINA

Qingdao,
China

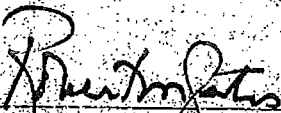
And

TEXAS A&M UNIVERSITY

College Station, Texas
United States of America

Whereas the above named institutions recognize that a Memorandum of Agreement would be of mutual benefit and would serve as an indication of continued interest in cooperation, it is understood that:

1. Each institution will promote the exchange of faculty for teaching and for collaborative research programs;
2. Each institution will promote the enrollment of qualified students in the other's academic programs. Each student involved in these programs will be subject to the admission requirements and tuition and fees of the host university, or the admission requirements enumerated in Supplements to this agreement.
3. All U.S. federal financial aid to Texas A&M students will be distributed solely by Texas A&M University, not the host institution. Both institutions will make estimated cost of attendance available to student participants, including estimates for tuition, required fees, books, room and board, transportation and other personal expenses.
4. Any expenses incurred by each institution under this agreement will be the sole responsibility of the divisions of the institution, as enumerated in Supplements to this agreement;
5. This Memorandum of Agreement will become effective on the final date of signing and will have a duration of five years.



Dr. Robert M. Gates
President
Texas A&M University

Date

4/11/06



Wu Dexing
President
Ocean University of China

Date

4/17/06

MEMORANDUM OF AGREEMENT

SUPPLEMENT

OCEAN UNIVERSITY OF CHINA

Qingdao,
China

And

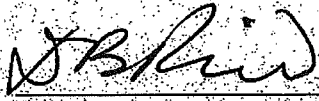
College of Geosciences
TEXAS A&M UNIVERSITY
College Station, Texas
United States of America

This agreement is a Supplement to the Memorandum of Agreement between the Ocean University of China and Texas A&M University and applies only to the College of Geosciences. This Supplement will become effective upon the date of signing and will expire on the expiration date of the Memorandum of Agreement.

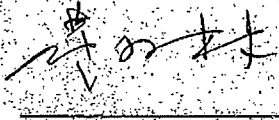
Whereas the above named institutions are joined in an agreement of mutual cooperation, and the above named departments recognize that an agreement of cooperation would be of mutual benefit and would serve as a continued interest in the area of geosciences, it is understood that:

1. Each department will participate in the exchange of faculty for joint teaching and research in the area of geosciences;
2. Each department agrees to collaborate in research in the area of geosciences in accordance with the attached information on intellectual property rights and sponsored projects;
3. Each department will participate in the enrollment of qualified undergraduate and graduate students in the area of geosciences. Each student involved in this/these programs will be subject to the admission requirements and tuition and fees of the host university. In accordance with these requirements, language competency should be at a level that will allow participating students to attend classes in the language of the host university.
4. Any expenses incurred by each division under this agreement will be the sole responsibility of that division.

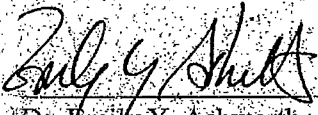
5. Texas A&M University names Dr. Björn Kjerfve, Dean, as its contact, and the Ocean University of China designates Prof. Dong Shuanglin, Vice President of International Relations and Graduate Studies as its contact.
6. Each division agrees to comply with the host country's immigration guidelines in support of exchanges of international students and/or faculty.

 Date 17 April 2006

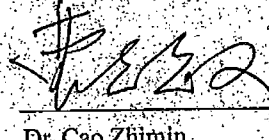
Dr. David Prior
Executive Vice President and Provost
Texas A&M University

 Date 2006.4.17

Professor Dong Shuanglin
Vice President of International Relations
and Graduate Students
Ocean University of China

 Date 17 April 2006

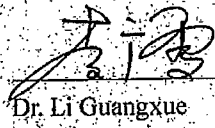
Dr. Emily Y. Ashworth
Associate Vice President
International Programs
Texas A&M University

 Date 2006.4.17

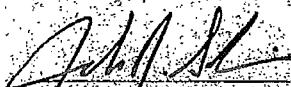
Dr. Cao Zhimin
Dean of Graduate School
Ocean University of China

 Date 17 April 2006

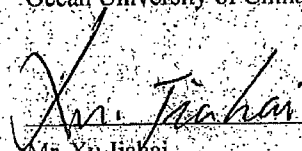
Dr. Richard Ewing
Vice President for Research
Texas A&M University

 Date 2006.4.17

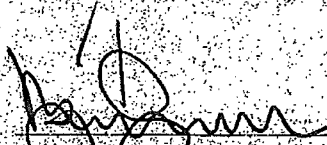
Dr. Li Guangxue
Dean of College of Marine Geo-Science
Ocean University of China

 Date 17 April 2006

Dr. J. Rick Giardino
Dean of Graduate Studies
Texas A&M University

 Date 2006.4.17

Mr. Xu Jiahai
Director of International Office
Ocean University of China

 Date 17 April 2006

Dr. Björn Kjerfve
Dean
College
Texas A&M University

INTELLECTUAL PROPERTY ISSUES

Publication: Each party recognizes that the results of Agreements should be publishable and agrees that the researchers engaged in this project will be permitted to present at symposia, national, international, or regional professional meetings, and to publish in journals, thesis or dissertations, or otherwise of their own choosing, the methods and results of this collaborative research project. The parties agree that the publications will be co-authored jointly by Ocean University of China and Texas A&M University participants, with the order and designation of authorship determined by the co-principal investigators of the research collaboration. Any scientific paper, article, publication, or announcement of advances generated in connection with work done under this Agreement, during the period of performance of the Agreement or in the future, will give proper credit to the efforts of each party.

Intellectual Property: Intellectual Property will mean, individually and collectively, inventions, improvements, discoveries, works of authorship, and trade secrets, whether or not patentable, by one or more employees of Texas A&M University and by one or more employees of Ocean University of China, or jointly by one or more employees of Texas A&M University and by one or more employees of Ocean University of China.

Intellectual Property created by one or more employees of Texas A&M University will belong to Texas A&M University.

Intellectual Property created by one or more employees of Ocean University of China will belong to Ocean University of China.

Intellectual Property jointly created will be jointly held by Texas A&M University and Ocean University of China.

Both parties agree to work cooperatively toward commercialization of the Intellectual Property.

Indemnification and Liability Clauses

Indemnification: Each party agrees, to the extent permitted by law, to defend, indemnify and hold harmless the other party from any and all claims, injuries, damages or other liability arising from any intentional or negligent acts of indemnifying party's principals, officers, agents or employees.

Liability: Each party shall be responsible for any and all claims, injuries, damages or other liability attributable to the negligent acts or omissions of that party and the officers, employees, and agents thereof.

Political Considerations: Should either parties' government decree participation in this Agreement illegal or demand non-participation, then such party will be free to terminate this Agreement.

Separate Status: Each party is a separate organization and each party will maintain its separate status during the performance of this Agreement. Neither party will be construed as a joint venturer, joint partner, nor agents of the other party. Nor shall the employees, officers, or agents of one party be considered officers, employees, or agents of the other party for any purpose whatsoever.

MEMORANDUM OF AGREEMENT

ADDENDUM to SUPPLEMENT

OCEAN UNIVERSITY OF CHINA (OUC)

Qingdao
People's Republic of China

and

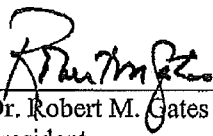
TEXAS A&M UNIVERSITY (TAMU)

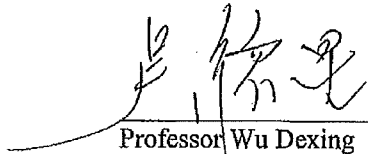
College Station, Texas
United States of America

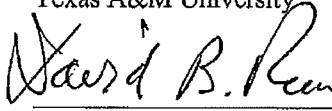
This agreement is an Addendum to the Supplement to the Memorandum of Agreement between the Ocean University of China and Texas A&M University and applies only to the College of Geosciences. Whereas the above named institutions are joined in agreement of mutual cooperation, and the above named College recognize that an agreement of cooperation in exchange of faculty and students for joint teaching and research would be of mutual benefit, it is agreed to develop a joint graduate education program with the objective to enhance graduate education and research. The goal is to establish a dual degree program pending State of Texas requirements, study abroad programs, and student and faculty exchange programs.

1. OUC will select a small number of graduate students who have completed two-year basic course requirements. They will come to TAMU for Ph.D. dissertation research for two years.
 - 1) The Ph.D. advisory committee will be co-chaired by a faculty member from each institution. The dissertation topic will be determined by the student in consultation with advisors.
 - 2) The candidate is expected to complete the preliminary Ph.D. examination within the first year of residence at TAMU.
 - 3) OUC will provide stipend to each of the OUC Ph.D. candidates while in residence at TAMU.
 - 4) TAMU will provide support for tuitions and fees while they are in residence.
 - 5) TAMU will provide support for the OUC co-chair to visit TAMU for two weeks each year. The purpose of the visit is to discuss the progress of candidates' dissertation research.

- 6) OUC will sponsor the TAMU co-chair to attend the candidates' dissertation defense in China.
2. TAMU and OUC will jointly develop a study abroad program with a long-range goal of establishing a reciprocal exchange program.
3. TAMU and OUC will jointly develop a faculty and research exchange program.
4. This Addendum will become effective upon the date of signing and will expire on the expiration date of the Memorandum of Agreement.

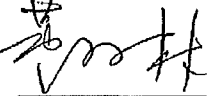
 Date 12-7-06
 Dr. Robert M. Gates
 President
 Texas A&M University

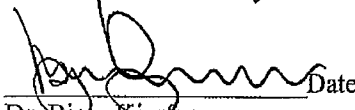
 Date _____
 Professor Wu Dexing
 President
 Ocean University of China

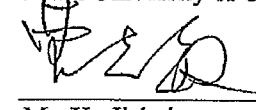
 Date 6 Dec. 2006
 Dr. David B. Prior
 Executive Vice President and Provost
 Texas A&M University

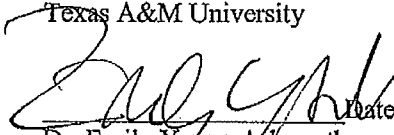
_____ Date _____
 Professor Dong Shuanglin
 Vice President of International
 Relations and Graduate Students


 Date 12/06/06
 Dr. Richard Ewing
 Vice President for Research
 Texas A&M University

 Date 2006.12.6
 Dr. Cao Zhimin
 Dean of Graduate School
 Ocean University of China

 Date 06/12/2006
 Dr. Bjorn Kjerfve
 Dean, College of Geosciences
 Texas A&M University

 Date 06.12.06
 Mr. Xu Jiahai
 Director of International Office
 Ocean University of China

 Date 2/24/06
 Dr. Emily Young Ashworth
 Associate Vice President for International Programs
 Texas A&M University

 Date 06/02/06

MEMORANDUM OF AGREEMENT

Amendment to Addendum

OCEAN UNIVERSITY OF CHINA (OUC)

Qingdao
China

And

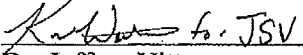
COLLEGE OF GEOSCIENCES
TEXAS A&M UNIVERSITY

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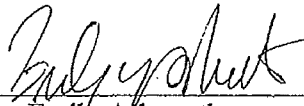
This agreement is an Amendment to the Addendum to the Supplement to the Memorandum of Agreement between the Ocean University of China and Texas A&M University and applies only to the College of Geosciences.

In line seven of the Addendum to the Supplement, the words "dual degree program" shall be changed to "joint degree program".


This Amendment will become effective upon the date of signing and will expire on the expiration date of the Memorandum of Agreement.


Date June 1, 2009
Dr. Jeffrey Vitter
Provost and Executive Vice President
For Academics
Texas A&M University

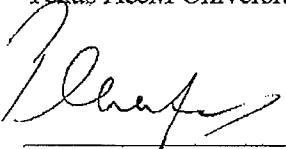
Date _____
Professor Wu Dexing
President
Ocean University of China


Date June 20, 2009
Dr. Emily Ashworth
Associate Vice President
International Programs
Texas A&M University

Date _____
Professor Dong Shuanglin
Vice President for International Relations
and Graduate Students
Ocean University of China


Date 6.24.09
Dr. Luis Cifuentes
Interim Dean
College of Geosciences
Texas A&M University

Date _____
Dr. Cao Zhimin
Dean of Graduate School
Ocean University of China


Date 5.28.09
Dr. Piers Chapman
Department Head
Department of Oceanography
Texas A&M University

Date _____
Mr. Xu Jiahai
Director of International Office
Ocean University of China