

AGREEMENT OF COOPERATION

BETWEEN

**TONGJI UNIVERSITY
1239 Siping Road, 200092
Shanghai, China**

AND

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,
ON BEHALF OF THE DAVIS CAMPUS
One Shields Avenue
Davis, CA 95616
UNITED STATES OF AMERICA**

The Regents of the University of California, on behalf of the Davis Campus, and Tongji University have entered into an Agreement of Cooperation in order to further the development of basic scientific and technological research, and graduate and undergraduate education at the two (2) Institutions. This general agreement between the two (2) institutions should be implemented by one or more Working Agreement(s) between subunits of the Institutions adopted as amendments to the Agreement of Cooperation.

AGREEMENT OF COOPERATION NUMBER 2006-05 ENTERED INTO BY TONGJI UNIVERSITY REPRESENTED BY PRESIDENT WAN GANG AND BY THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, ON BEHALF OF THE DAVIS CAMPUS, HEREAFTER REFERRED TO AS UC DAVIS, REPRESENTED BY DR. LARRY N. VANDERHOEF, CHANCELLOR OF THE DAVIS CAMPUS.

DECLARATIONS

I. TONGJI UNIVERSITY DECLARES:

- A.** Tongji University, formerly Tongji German Medical School, was established in 1907. It was given its present name and became a state university in 1927. It was one of the oldest and most prestigious institutions of higher education in China.
- B.** Tongji University is one of the leading universities directly under the State Ministry of Education in China. It offers degree programs both at undergraduate and postgraduate levels. The university has School of Sciences, School of Architecture and Urban Planning, School of Civil Engineering, Mechanical School, School of Environmental Science and Engineering, School of Material Science and Engineering, School of Electronics and Information Engineering, School of Traffic and Transportation, Medical School, School of Liberal Arts and Law, School of Foreign Languages, School of Economics and Management, School of Software Engineering, school of Ocean and Earth Science. In addition, there are Institute of Further Education, Institute of Higher Technology, Institute of Vocational and Technical Education, Institute of E-Education, Women's College, Institute of Automobile Marketing and Sino-German Institute which is authorized by Chinese and German governments to run postgraduate courses. There are also three university hospitals located in different campuses.
- C.** The university now registers over 41,000 students at all levels from certificate and diploma courses to Bachelors Degrees, Masters, PhD programs and post doctoral attachments. There are over 4200 academic staff for teaching and/or research, among whom there are 6 Members of Chinese Academy of Science, 7 Members of Chinese Academy of Engineering, over 530 professors and 1300 associate professors. The university offers diverse courses in its 81 Bachelors Degrees, 151 Masters, 58 PhD programs and 13 post doctoral mobile stations. The university has developed close links with industry, which provides its students with opportunities of obtaining first-hand information through interaction with the society.

II. UC DAVIS DECLARES:

- A.** That it is one of the ten campuses of the University of California, an institution created by the State of California in 1868 to impart higher education and to plan and carry out research programs for the purpose of the preservation and extension of knowledge, including the awarding of advanced degrees at the M.A., M.S., Ph.D., and professional level. It was created by the Organic Act of 1868, which established it with appropriate judicial and financial support at the State level, and as a Land Grant Institution of the United States under the Morrill Act of 1862. Its chief campus officer is the Chancellor.
- B.** That, in order to accomplish its mission, it is organized into the College of Agricultural and Environmental Sciences, the College of Engineering, the College of

Letters and Science, Division of Biological Sciences, the Graduate School of Management, the School of Education, the School of Law, the School of Medicine, the School of Veterinary Medicine, Graduate Studies, the Agricultural Experiment Station, and the Agricultural Cooperative Extension.

III. BOTH PARTIES DECLARE:

- A.** That the institutions are united by common interests and objectives in academic, scientific and cultural affairs;
- B.** That these institutions are the ones which, by reason of their essence, ends and objectives are called upon to establish channels of communication that will facilitate intellectual interaction;
- C.** That for the reasons above, the institutions believe it advantageous to promote their academic ties by entering into an academic, scientific and cultural Agreement of Cooperation;
- D.** That, because of mutual benefits to the institutions in the advancement of research and education through the scholarly educational, scientific, technological and cultural contributions of each, it is appropriate and advantageous to the institutions to enter into this Agreement of Cooperation.

CLAUSES

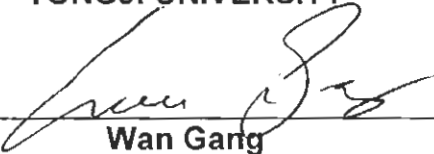
- I.** The objective of this Agreement of Cooperation is to increase the academic, scientific and cultural relations between Tongji University and UC Davis in identified areas where there is mutual interest in establishing Working Agreements.
- II.** Under this Agreement of Cooperation, cooperative work may be undertaken by subunits of the institutions. A Working Agreement between the respective subunits may be executed as an amendment to this Agreement of Cooperation, and will include:
 - A.** Designation of the participating institutional subunits (e.g. Colleges, Schools, Divisions, Departments and Programs);
 - B.** Designation of one or more persons in each institution who will serve as program leader(s) for the Working Agreement; and
 - C.** General description of the kinds of cooperative work and activities to be undertaken.
- III.** For each Working Agreement, the program leaders will be responsible for developing an annual program plan, including a description of the work and activities to be undertaken and the financial arrangements to support them. The annual program plan will require approval by the chief administrative officer of each institution or the officer's designated representative.
- IV.** The financial stipulations that will apply to the exchange of academic personnel are as follows:

When the researcher or teacher goes to the other institution at the host institution's request, the host institution will be responsible for the international travel costs and living expenses in accordance with its internal regulations. In all other circumstances, the institution of origin will be responsible for the international travel costs and living expenses incurred. Other financial arrangements relating to such matters as health insurance and tuition will be addressed in Working Agreements.

- V. Access to emergency medical care for researchers, teachers and students will be based on the health care programs available at the host institution. The cost of medical/health services will be the responsibility of the visiting researchers, teachers, graduate and undergraduate students through the home institution (see IX below).
- VI. Each institution will take steps to:
 - A. Publicize the opportunities available under this Agreement of Cooperation and promote the development of cooperation;
 - B. Assist its subunits, faculty, staff and students with the administrative details of interchange; and,
 - C. Establish a review process for approval and evaluation of programs.
- VII. The institutions, under the auspices of this Agreement of Cooperation, may jointly sponsor conferences, short courses, regular courses, seminars and symposia, as well as exchange publications and other didactic and research materials.
- VIII. The present Agreement of Cooperation is for three (3) years, and it or any of its parts may be modified or terminated by written consent of both parties who will comply with the obligations that might be in effect on the date of termination.
- IX. Regularly employed personnel, while involved in this Agreement of Cooperation, remain subject to the rules and regulations of their own institution in all matters of employment, benefits, medical and life insurance, employee rights, etc.
- X. The Agreement of Cooperation does not, in and of itself, obligate either Tongji University or UC Davis to any financial expenditures not explicit in the above. Such obligations, if any, will be made as part of the Working Agreements and annual program plans that may be developed under this Agreement of Cooperation. Both parties hereby agree to comply with each and every obligation contained in this document and all those that might be in effect on the date of termination of the Agreement of Cooperation.

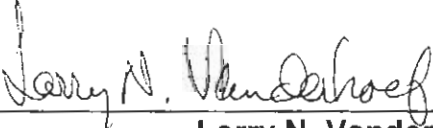
Having read the present Agreement of Cooperation, and being fully aware of the content and scope of each and every one of its clauses, the parties hereby affix their signatures to the present document.

TONGJI UNIVERSITY

By 
Wan Gang
President

Date April 10, 2006

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By 
Larry N. Vanderhoef
Chancellor

Date March 25, 2006