

Memorandum of Understanding between Royal Melbourne Institute of Technology (RMIT), Australia and University of Science and Technology of China (USTC), China

In accordance with mutual intention to promote exchanges and cooperation in science and technology between Australia and China, and to jointly carry out cooperation in the fields of biomedical engineering (excluding genetic engineering), advanced materials, management and business and other areas of education, scientific research and entrepreneurship, the undersigned parties, UNIVERSITY OF SCIENCE AND TECHNOLOGY OF CHINA (USTC) and ROYAL MELBOURNE INSTITUTE OF TECHNOLOGY (RMIT), agree to cooperate in Suzhou Campus of USTC following the major terms below.

Details of specific areas of collaboration will be provided in subsequent legally binding project agreement as determined by the two parties.

TERMS

1. OBJECTIVES

Based on the foundation and historical strengths of RMIT and USTC, this cooperation shall take advantage of the capabilities and uniqueness of both sides in higher education as well as the advantage of integrating education, research, and industrial engagement (including access to industry resources) to establish a platform for training high level talents internationally, for conducting advanced research, and for entrepreneurship in Suzhou, Jiangsu, P. R. China and relevant campuses/sites of RMIT.

2. COLLABORATIVE INTENT

It is intended that USTC shall establish the USTC-RMIT (Australia) Innovation Center (“The Innovation Center”) on the campus of the Suzhou Institute for Advanced Research (“SIAR”), USTC. SIAR is the entity that manages and operates the Innovation Center. The Innovation Center shall benefit from the resources of the Chinese government's education and research system and shall be entitled to the educational and research credentials of USTC. The collaborative education and research programs between USTC and RMIT shall be pursued via the Innovation Center, where USTC and RMIT will seek to collaborate to educate students and engage in scientific research and entrepreneurship.

3. STUDENT TRAINING

In the Innovation Center, it is intended that jointly supervised students shall be recruited in key disciplines such as biomedical engineering (excluding genetic engineering), advanced materials, management and business, as approved and reviewed by a joint management board between RMIT and USTC. Both RMIT and USTC will endeavor to collaborate including but not limited to the following programs:

- 1) PhD students jointly supervised by RMIT and USTC;
- 2) RMIT enrolled PhD students conducting research at USTC SIAR;
- 3) USTC enrolled PhD students conducting research at RMIT;
- 4) Undergraduate exchange programs in the identified key disciplines of collaborations;

- 5) Industry internship programs as a component of the RMIT Entrepreneurship PhD.

4. SCIENTIFIC RESEARCH COOPERATION

In the Innovation Center, the two sides shall seek to establish high level of research programs, access to or build scientific research facilities, undertake research projects, identify funding sources, form a research management system and scientific research team, and both sides shall endeavour to commit sufficient faculty resources and research efforts.

5. ENTREPRENEURSHIP

Both parties shall seek to collaborate at the Innovation Center and enable the entrepreneurship program. The Innovation Center shall facilitate technological developments, and also actively connect public/government resources, industrial resources, and venture capitals to create ground for entrepreneurship.

6. FUNDING SOURCES

The funding of activities specified above at the Innovation Center may include contributions from USTC, RMIT, Chinese authorities at different levels, research grants, student tuition, etc. The receipt, application and use of funding for any specific project shall be discussed and determined between the two parties, and this MOU provides a scope and framework of collaboration, noting this MOU is not binding in nature, but its objects will be supported by project level agreements including financial commitments, and intellectual properties for such projects/programs, subject to any applicable government or regulatory requirements or approvals.

7. FUNDING MANAGEMENT

Due to the variations of different projects that may arise in the Innovation Center, the two parties shall determine the allocation and management of funds for each specific project separately and set them out in legally binding project or program-specific agreements.

8. WORKING GROUPS

USTC:

1. Prof. Tian XUE (USTC Co-Chair), President Assistant of USTC
2. Prof. Jiaru CHU, Executive Dean of SIAR, USTC
3. Prof. Jie ZHANG, Head of the International College of SIAR, USTC
4. Prof. Kun QU, Director of the Office of International Cooperation, USTC
5. Prof. Shaohua ZHOU, Executive Dean of School of Biomedical Engineering of USTC

RMIT:

1. Prof. Ian BURNETT (RMIT Co-Chair), Deputy Vice Chancellor (DVC), STEM College and Vice President of RMIT
2. Distinguished Professor Charlie C XUE, Associate DVC International, STEM College of RMIT
3. Professor Sujeeva Setunge, Associate DVC Research and Innovation, STEM College of RMIT
4. Prof. Ray Kirby, Dean, School of Engineering, STEM College of RMIT
5. Prof. Mark Sanderson, Dean, Research and Innovation, STEM College of RMIT

A Joint Management Board will be established in a detailed cooperation agreement, with research theme based sub-

committees to oversee academic matters of activities as per clause 3, 4 and 5.

9. PROCESS

The parties shall seek to organize at least one regular meeting per month to prepare the launch of the joint efforts and review the operational cooperation thereafter.

10. TERM OF MOU

This MOU establishes a framework and basic understanding for the two parties to further enter into a detailed cooperation agreement, which shall become effective upon execution by both parties for a period of five years. Both parties reserve the right to further amend, improve and renew this MOU as appropriate. Each party has the right to terminate this MOU by giving written notice to the other party six months earlier. Both parties agree that any students who have already enrolled before the end of this MOU or at the time that notice of termination is given by either party shall be given the opportunity and same level of financial and academic supports, to complete their course within a reasonable period to the extent that this is practicable and reasonable.

11. GOVERNMENT INTERVENTIONS AND LEGAL EFFECT

Notwithstanding anything else contained in this MOU, or in any future project agreements, the Parties shall mutually respect the Regulations and Notifications issued by the Government of Australia or the Government of the People's Republic of China as the case may be and shall abide by the same accordingly and the Party concerned shall keep the other Party informed. The Parties agree that any action taken (including termination of this MOU) on the basis of such Governmental Regulations or Notification shall not be construed as a breach by either Party.


12. LANGUAGE

IN WITNESS WHEREOF, the undersigned have signed this MOU in duplicate in the English language.

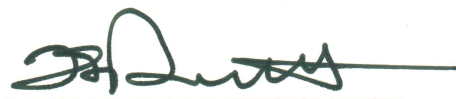
Signed for and on behalf of

For University of Science and Technology of China,

For Royal Melbourne Institute of Technology,



Academician Jinlong YANG
Vice President



Professor Ian Burnett
Deputy Vice-Chancellor STEM College
and Vice-President

Date July 1, 2024

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