

Educational Collaboration Agreement

Georgetown University and Fu Jen Catholic University, Taiwan

This EDUCATIONAL COLLABORATION AGREEMENT ("Agreement") dated as of the 8th day of March, 2017 (the "Effective Date") is made by and between Fu Jen Catholic University ("FJU"), and Georgetown University, on behalf of its Georgetown University Medical Center ("Georgetown" or "GUMC"). FJU and Georgetown may also be referred to hereafter individually as "Party" and collectively as "the Parties."

The Parties desire to engage in cooperative educational activities for the mutual benefit of both Parties.

NOW, THEREFORE, in consideration of the mutual promises herein set forth, and of other good and valuable consideration, the Parties agree as follows, intending to be bound hereby:

ARTICLE 1 – INITIATIVES

1.1 Areas of Educational Collaboration. Georgetown and FJU wish to encourage the participation of graduating FJU undergraduate students ("FJU Students") in masters' degree programs offered by the Georgetown University Medical Center (excluding Georgetown's School of Medicine, School of Nursing and Health Studies, and School of Continuing Studies), in the areas of: Biostatistics, Bioinformatics, Biotechnology, Microbiology & Immunology, Biochemistry, Integrative Neuroscience, Systems Medicine, Tumor Biology, Health Physics, Pharmacology, Complementary and Alternative Medicine, Physiology and Science Policy and Advocacy ("Eligible Masters' Programs"). As new masters' programs are offered by the Georgetown University Medical Center, FJU Students may be eligible to apply and enroll in them.

1.2 Georgetown will provide a scholarship in the amount equal to ten percent (10%) of tuition costs for each enrolling FJU Student ("Scholarship") to up to two (2) FJU Students per academic year. The scholarships will only be provided to FJU Students that have been admitted to and enrolled for a Fall semester start in an Eligible Masters' Program through the admissions process outlined below. Students that receive this scholarship may still be eligible for other scholarships offered through the Georgetown.

(a) By every May 15th, Fu Jen Catholic University will pre-screen FJU Students for eligibility and make a recommendation for admission of the FJU Students to the GUMC Admissions Office for that coming semester or term. If the recommended FJU Students meet Georgetown's admission criteria for the Eligible Masters' Programs, Georgetown will offer admission to these students and offer them a seat in the Program.

(b) Within 15 days before the start of a Fall semester, GUMC will notify FJU how many FJU students will be matriculating for that semester. Georgetown will provide a Scholarship for each of no greater than two (2) matriculating FJU Students. In the event that two (2) or fewer FJU Students matriculate to Georgetown in a semester, Georgetown will award each of the matriculating FJU Students with a Scholarship. In the event that three (3) or more matriculating FJU Students are admitted, Georgetown will provide two (2) Scholarships and reserve the right to select which of the FJU Students receives each of these two (2) Scholarships. GUMC will apply the Scholarships to the tuition upon matriculation. Scholarships will be applied prior to the student bill due date.

For each subsequent semester of a degree-granting program in which a FJU Student who received a Scholarship at matriculation remains enrolled, the Scholarship will continue to be automatically applied to his or her student account. The Scholarship is applied to the then-current tuition rates applicable at the time the FJU Student enrolls in a course in an Eligible Masters' Program. Tuition rates will be set at Georgetown's sole discretion.

(c) Scholarships shall apply only to the Eligible Masters' Programs within the Georgetown University Medical Center (excluding programs offered by Georgetown's School of Medicine, School of Nursing and Health Studies, and School of Continuing Studies). Any programs offered by other components, departments or schools of Georgetown are not subject to the terms of this Agreement.

(d) In the event that a student has to withdraw from an Eligible Masters' Program, refund period dates are based on the Georgetown University Academic calendar. More information about refunds can be found here: <http://registrar.georgetown.edu/registration/tuition/main-campus>

Fall 2017, Spring 2018 Refund Rate Schedule	
1 st -2 nd Weeks	100% Refund
3 rd -4 th Weeks	80% Refund
5 th -6 th Weeks	70% Refund
7 th -8 th Weeks	50% Refund
9 th Week	40% Refund
Tuition will not be refunded for withdrawals after the 9 th Week.	

1.3 Program content and coursework for the Georgetown programs will be under the sole control of Georgetown and may be provided by Georgetown in various teaching methods, platforms, and structures, at Georgetown's sole discretion.

1.4 Admissions decisions for Eligible Masters' Programs will be made by and are at the sole discretion of Georgetown. After they enroll in an Eligible Masters' Program at Georgetown, FJU Students are subject to all of Georgetown's applicable policies and procedures. Georgetown reserves the right to dismiss any FJU Student whose academic performance or personal conduct warrants such action, in Georgetown's sole discretion. Georgetown agrees to provide notice to FJU within twenty-four (24) hours of any conduct or incident that may involve a serious violation of applicable Georgetown policies or procedures.

1.5 Georgetown will provide website information for FJU to link from its internal website to Georgetown websites to assist FJU Students with applying to and obtaining information about Georgetown's programs.

1.6 Georgetown will provide information to support FJU's internal promotion of continuing education.

1.7 FJU Students may participate in Georgetown internship and recruitment fairs and may have other reasonable access, at times and places determined by Georgetown, to Georgetown resources for recruitment purposes (potential paid and unpaid internships, and fellowships).

ARTICLE 2 — REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties. Each Party represents and warrants to the other Party as of the date of this Agreement and during the entirety of the Term as follows:

(a) The Party is validly existing and in good standing under the laws of its jurisdiction of incorporation, with full corporate power and authority to conduct its business, to own or use the assets that it purports to own or use and to perform all of its obligations under this Agreement.

(b) This Agreement constitutes the legal, valid and binding obligation of the Party, enforceable against the Party in accordance with its terms. The Party and its signatories to this Agreement are fully authorized and have the absolute and unrestricted right, power, authority and capacity to execute and deliver this Agreement, and to perform the Party's obligations under this Agreement.

(c) Neither the execution and delivery of this Agreement nor the performance of the Party's obligations under this Agreement will contravene, conflict with or result in a violation of (i) any provision of the organizational or governing documents of the Party, (ii) any applicable law or (iii) any material agreement or obligation of the Party in a manner that might adversely impact the Party's right, power, authority, capacity or ability to perform its obligations under this Agreement.

ARTICLE 3 — RELATIONSHIP OF THE PARTIES

3.1 Nothing in this Agreement is intended to or should be construed to create a partnership, joint venture or employment relationship, or to impose on any Party any right, obligation or duty that might arise out of a partnership, joint venture or employment relationship. The obligations of the Parties shall be limited to those explicitly set forth in this Agreement. Neither Party shall have any right or authority to bind, speak for or contract on behalf of the other Party. Neither Party shall be deemed, nor shall any Person associated with a Party, hold itself out as being, a partner, broker, employee, servant or agent of the other Party. Neither Party shall be liable for the acts of the other Party.

3.2 Nothing in this Agreement shall be construed as superseding or interfering in any way with any agreements entered into between the Parties, either before or after the Effective Date. Nothing in this Agreement shall impose an exclusivity obligation on either Party; each Party is free to pursue independently, or in connection with any third party (including direct competitors of the other Party), any and all business opportunities or other pursuits which may arise from time to time during the Term, even if such pursuits are within the scope of the matters of mutual interest.

3.3 This Agreement shall not create any duty of loyalty, right of first refusal, option or any similar obligation on the part of either Party. No further business relationship between the Parties shall be inferred beyond the terms of the Agreement. Neither Party shall hold itself out contrary to the terms of this Agreement in any manner, nor shall either Party be bound by any representation, act or omission whatsoever of the other Party. The Parties specifically acknowledge that this Agreement shall not create any rights in any third party.

ARTICLE 4 – TERM; TERMINATION

4.1 Term

(a) This Agreement is effective as of the Effective Date and shall continue in full force and effect for five years following the Effective Date (the "Term").

(b) The Term may be extended by written instrument signed by both of the Parties. The Parties shall commence discussion regarding any extension not later than two months before the expiration of the Term.

4.2 Termination

(a) Either Party may terminate this Agreement upon ninety (90) days' written notice to the other Party.

(b) Either Party may terminate this Agreement immediately upon written notice to the other Party

in the event:

(i) of a breach by the other Party of any provision of this Agreement or any inaccuracy in any representation or warranty of the other Party set forth in this Agreement, if such breach is not cured within fifteen (15) days after the breaching party receiving notices from the non-breaching party.

(ii) of the insolvency or bankruptcy of the other Party;

(iii) the liquidation, dissolution or winding up of the other Party or if the other Party shall otherwise cease to exist; or

(iv) that performance of this Agreement violates, contravenes, conflicts with or breaches any applicable law;

(v) that performance of this Agreement jeopardizes or endangers in any manner either Party's licensure, accreditation, national, state/provincial or local tax status or exemptions, or eligibility to contract with or receive grants or financial assistance from either Party's home country's government or participate in any manner in governmentally-related student loan programs.

(c) In the event of termination, unless otherwise expressly provided in this Agreement, neither Party shall have any liability to the other Party arising from such termination. All representations, indemnification, confidentiality, termination and choice of law provisions shall survive the expiration or termination of this Agreement. The terms of this Agreement will remain in place with respect to any students then-studying at Georgetown pursuant to this Agreement at the time of termination.

ARTICLE 5 – COVENANTS

5.1 Compliance with Laws.

(a) In connection with its performance under this Agreement, the Parties agree to comply with all applicable national, state/provincial or local laws, rules and regulations, and all applicable policies and procedures of Georgetown.

(b) In connection with its performance under this Agreement, neither Party shall directly or indirectly give, offer or promise to give, or authorize another party to give, offer or promise to give, any money or other thing of value to any Covered Person to induce or reward favorable action or the exercise of influence by such Covered Person. "Covered Person" means an individual holding an official governmental position; a political party official; a candidate for public office; an official of a public international organization; a director, officer, or employee of a state-owned enterprise; or someone closely related (for example, through family, business, personal or other connections) to a Covered Person.

(c) Neither Party shall take any action or omit to take any action that would cause the other Party to be in violation of United States anti-boycott laws or regulations or to participate or cooperate, directly or indirectly, in an international boycott in any manner that would result in a tax penalty under Applicable Law.

(d) Neither Party shall take any action or omit to take any action that would jeopardize or endanger in any manner either Party's licensure, accreditation, national, state/provincial or local tax status or exemptions, or eligibility to contract with or receive grants or financial assistance from either Party's home country's government or participate in any manner in governmentally-related student loan programs.

5.2 Confidentiality. Except as may be required by any applicable law, each Party shall keep confidential and shall not furnish to any person other than its officers, directors, employees or its advisers who are bound to keep such information confidential, any confidential information, including but not limited to trade secrets, plans and business strategies, that the disclosing Party desires to maintain in strict confidence without

the prior written approval of the disclosing Party. The disclosing Party shall inform the receiving Party of the confidential nature of the information that is disclosed. This provision shall survive expiration and termination of this Agreement.

5.3 Intellectual Property. Neither Party shall use the name, logos, trademarks, service marks, trade names, seals, insignia, symbols or decorative designs of the other Party or any derivatives thereof without the prior written permission of the other Party, including in advertising and promotional materials.

5.4 Insurance. Each Party shall maintain, at its own cost and expense, sufficient liability insurance to cover the Party's obligations under this Agreement.

ARTICLE 6 — MISCELLANEOUS

6.1 Assignment. Neither this Agreement, nor any rights or obligations under this Agreement may be assigned or otherwise transferred.

6.2 Amendment. This Agreement may not be amended or modified except by written instrument executed by both Parties.

6.3 Venue and Jurisdiction. Any dispute arising out of this Agreement that cannot be amicably resolved shall be resolved by arbitration. The site of arbitration will be determined by the Parties at the time of arbitration and, if the parties cannot agree upon a site, will be in Washington, DC. The number of arbitrators shall be three. Each Party shall select one arbitrator, and the two arbitrators selected by the Parties shall select the third arbitrator. The arbitration will be conducted under the rules for commercial arbitration of the American Arbitration Association..

6.4 Visa. Georgetown will issue the paperwork necessary to allow each FJU Student to apply for the applicable visa. Each FJU Student bears full responsibility for obtaining the applicable visa in a timely manner. The parties acknowledge that Georgetown shall have no liability in the event that a FJU Student fails to obtain the applicable visa or any other required documentation in a timely manner.

6.5 No Waiver. No failure by either Party at any time to insist on performance by the other party or compliance by the other Party with any condition or provision of this Agreement, or to pursue remedies relating to any breach of any provision of this Agreement by the other Party, shall be deemed a waiver nor shall any such failure to act affect the right at a later time to enforce the same or to pursue related remedies.

6.6 Notices. Notices shall be properly given when: (i) sent by facsimile with confirmation of receipt, provided a copy is sent concurrently by first class mail, or (ii) sent by registered or certified mail or by an overnight delivery service providing a receipt of delivery, in each case addressed to the parties at the addresses set forth below. The date of notice shall be deemed to be the date of receipt, except that when notice is mailed it shall be deemed to be the date of mailing so long as the Postal Service certifies actual delivery; a refusal of a registered or certified notice shall be deemed to constitute actual delivery.

For Georgetown University, the contacts will be:

Caroline Goon, MS, MBA
Director, Office of Recruitment
Director, Career Strategy and Professional Development
Biomedical Graduate Education, Georgetown University

Der-Chen Chang, PhD
Chair, Mathematics and Computer Science
Senior Advisor to the Provost for China Initiatives

Georgetown University

With Copy To:

Office Of General Counsel, Georgetown University
202 Healy Hall
37th & O Streets NW
Washington, DC 20057

For Fu Jen Catholic University, the contacts will be:

Jaw-Town Lin, MD, PhD
Dean, College of Medicine
No.510, ZhongZheng Rd., XinZhuang Dist.,
New Taipei City 24205, Taiwan, ROC

Yung-An Lee, PhD
Dean, College of Science and Engineering
No.510, ZhongZheng Rd., XinZhuang Dist.,
New Taipei City 24205, Taiwan, ROC

With a copy to:

Office of International Education
Fu Jen Catholic University
No.510, ZhongZheng Rd., XinZhuang Dist.,
New Taipei City 24205, Taiwan, ROC

6.7 Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and thereof, and supersede all other prior and contemporaneous agreements, understandings, negotiations and discussions of the Parties, whether oral or written, pertaining to the subject matter hereto.

6.8 Severability. If any provision of this Agreement is held invalid or unenforceable, the other provisions of this Agreement shall remain in full force and effect.

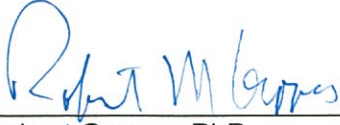
6.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but taken together shall constitute one instrument.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Georgetown University

Fu Jen Catholic University



Robert Groves, PhD
Provost
Georgetown University



Han-Sun Chiang, MD, PhD
President
Fu Jen Catholic University



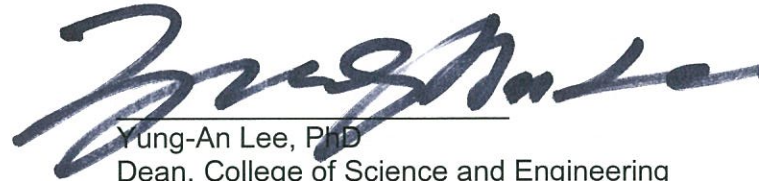
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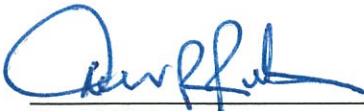


Robert Clarke, PhD, DSc
Dean for Research
Director, Biomedical Graduate Research Organization
Georgetown University



Yung-An Lee, PhD
Dean, College of Science and Engineering
Fu Jen Catholic University

3/8/17
Date



David Rubenstein
Vice President of Finance
and University Treasurer

2/28/17
Date