MEMORANDUM OF UNDERSTANDING

THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA BY AND ON
BEHALF OF THE GEORGIA INSTITUTE OF TECHNOLOGY
And
CHOSUN UNIVERSITY

In view of common interest in the fields of Engineering Education, the Chosun University, Gwangju 503-759 and The Board of Regents of the University System of Georgia by and on behalf of the Georgia Institute of Technology ("Georgia Tech"), a unit of the Board of Regents of the University System of Georgia, U.S.A., desire to explore collaborative research opportunities of mutual interest in the area of Engineering Education. The purpose of the cooperation is to enhance the research capability of the two Institutions and their international reputation and commercial impact.

It is the present intent of the Parties to enter into discussions between authorized representatives of the Institutions to establish precise academic and financial arrangements. The Parties agree that any activity initiated under this MOU shall be contingent upon the execution of appropriate written agreements containing mutually agreeable terms and conditions specific to each activity. Discussions may include but not be limited to as follows:

1. **Research Collaboration**

   Georgia Tech and Chosun University initiate the proposed collaborative activities contingent upon successful negotiation and execution of appropriate agreements at a later date, which shall outline the terms and conditions applicable to each activity and as Georgia Tech is permitted under U.S. Export laws and regulations. The terms of such agreement shall provide that the transfer of any technology and/or data and the performance of research is subject to Georgia Tech’s compliance with the U.S. Export laws, including but not limited to the Export Administration Regulations and the International Traffic in Arms Regulations. As such Georgia Tech’s performance of research pursuant to such agreement must comply with such regulations and may require an export license prior to the initiation of such project. In the event Georgia Tech is unable to obtain necessary export approvals such transfer of technology and/or data may not occur.

2. **Faculty Exchange**

   Exchange and development of Research Faculty and Research Scientists may take place at any time upon mutual agreement that the exchange is appropriate and when qualified and willing faculty or research staff are identified and available. Specific arrangements for travel and subsistence will be specified in writing.
3. **Joint Research Projects**

   Joint research projects may be explored by appropriate faculty members with the approval of the Institutions according to the established procedures at each institution. Specific arrangement, including but not limited to Intellectual Property, will be agreed upon for each activity under appropriate written agreements where cooperation is considered to enhance the individual capabilities of each Institution. Any visiting Chosun University faculty, staff or students assisting Georgia Tech faculty on research projects faculty at Georgia Tech shall sign the attached Visiting Scholar Agreement. (Attached hereto and incorporated herein as Attachment I.)

4. **Educational Programs**

   Both Institutions shall explore the possible implementation of continuing education programs utilizing available faculty expertise from both Institutions in order to enhance current educational offerings. Arrangements will be subject to mutual written agreement.

   Both Institutions shall explore the possible implementation of joint educational programs in the area of Engineering Educations including Creative Engineering Design and Capstone Design.

5. **Confidentiality**

   Proprietary or confidential information may be exchanged once a mutually agreeable Non-disclosure agreement has been executed and export approval has been obtained if applicable.

6. **General**

   6.1 This Memorandum of Understanding (“MOU”) shall enter into force upon the date of the last signature below and shall continue for a period of 5 years, unless terminated earlier by either Party giving 30 days’ prior written notice to the other.

   6.2 Nothing in this MOU shall be deemed or implied to create a joint venture or partnership or any kind between the Parties. No Party shall have the right to contract on behalf of or bind the other Party or make any commitment, representation or warranty for or on behalf of the other Party.

   6.3 This MOU does not restrict each Party from collaborating with any other third parties in the areas specified in this MOU.

   6.4 Either Institution may terminate this MOU by providing 30 days written notice to the other.

   6.5 Each Institution will designate a coordinator to coordinate activities related to this Agreement.

   6.6 Each Party represents to the best of its knowledge and belief and to the extent these laws apply to them that it has not made or offered and that it will not make or offer
with respect to the matters which are subject of this MOU, any payment, gift, whether
directly or through intermediaries, to or for the use of any public official (i.e. any person
holding a legislative, administrative or judicial office, including any person exercising a
public function for a public agency, a public enterprise or a public international
organisation), where such payment, gift, promise or advantage would violate the Foreign
Corrupt Practices Act of 1977 of the United States, as amended by the Foreign Corrupt
Practices Act Amendments of 1988 and as may be further amended and supplemented
from time to time.

Nothing contained herein shall commit either party to perform any specific obligation
whatsoever, including but not limited to, research development effort or provide specific
educational services, but merely indicates the parties' intention to enter into separate
written agreements.

IN WITNESS WHEREOF, this MOU has been executed by the duly authorized
representatives of the Parties on the day, month and year first written above.

Steven W. McLaughlin
Vice Provost for International Initiatives
Georgia Institute of Technology, Atlanta, GA,
USA
Date: 8/02/10

Gil-Moon PARK, Ph.D.
Director, Innovation Center for Engineering
Education of Chosun University, Gwangju,
KOREA
Date: 8/02/2010