

## TRADEMARKS AND NAME USAGE AGREEMENT

This Agreement is made and entered into on August 21, 2017 (the "*Effective Date*") by and between **Tianjin University**, a research and education institution organized under the laws of the People's Republic of China with its principal offices at No. 92 Weijin Road, Nankai District, Tianjin, 300072, China ("**TJU**"), **The Board of Regents of the University System of Georgia by and on behalf of Georgia Institute of Technology**, a nonprofit educational institution organized and existing under the laws of the State of Georgia, U.S.A. with its principal offices at 225 North Avenue, Atlanta, Georgia 30332 ("*Georgia Tech*"). Each may be hereinafter referred to as a "*Party*," and collectively, the "*Parties*."

**WHEREAS**, TJU and Georgia Tech wish to establish the Georgia Tech Tianjin University Shenzhen Institute ("GTSI") as a Chinese-foreign cooperatively-run education institute in Shenzhen, Guangdong, People's Republic of China ("PRC") in accordance with the terms and conditions of the Three Party Agreement entered by and among Shenzhen Municipal People's Government, TJU, and Georgia Tech on December 2, 2016 ("Three Party Agreement") and attached hereto as Exhibit A;

**WHEREAS**, the Parties intend to apply to the Ministry of Education, PRC to establish GTSI as a Chinese-foreign cooperatively-run educational institute;

**WHEREAS**, the Parties also entered into a Memorandum of Understanding for the Operation of the Specialized Institute in Shenzhen on December 2, 2016 ("Two Party Agreement") and attached hereto as Exhibit B;

**WHEREAS**, the Parties have formed a Preparatory Working Group (PWG) for the initial legal establishment of GTSI in Shenzhen;

**WHEREAS**, upon formation of GTSI, the Parties shall cause GTSI to execute and deliver a joinder (a copy of which is attached hereto as Appendix A) to this Agreement pursuant to which it shall become a Party to this Agreement and agree to be bound by its terms and conditions; and

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein, the sufficiency of which are hereby acknowledged, TJU and Georgia Tech hereby agree as follows:

### 1. Definitions.

- (a) "**Georgia Tech Marks**" means the characters, colors, emblems, designs, identifications, logos, landmarks, mascots, names, service marks, brand names, symbols, trademarks (registered and common law), all trade names, proprietary designations and the goodwill symbolized therein, which are owned, licensed to or controlled by Georgia Tech and which are in existence at the beginning of or created during the term of this Agreement.
- (b) "**TJU Marks**" means the characters, colors, emblems, designs, identifications, logos, landmarks, mascots, names, service marks, brand names, symbols, trademarks, all trade names, proprietary designations and the goodwill symbolized therein, which are owned, licensed to or controlled by TJU and which are in existence at the beginning of or created during the term of this Agreement.

- (c) **“Licensed Use”** means use of Georgia Tech Marks and TJU Marks solely for the purpose of the creation and operation of Georgia Tech Tianjin University Shenzhen Institute as an educational and research institute in accordance with the purpose and the terms and conditions of this Agreement, the Two-Party Agreement, and the Three-Party Agreement, and in accordance with each party’s applicable trademark policies and guidelines. This Agreement prohibits any use of the Georgia Tech Marks and/or TJU Marks for stating or implying support, approval, sponsorship or endorsement of any third-party company, product or service.
2. **Name Use.** GTSI will use only the name “Georgia Tech Tianjin University Shenzhen Institute” or "GTSI" either expressly or by implication, in any publicity, solicitation or advertisement solely in connection with the Licensed Use.
3. **Preparatory Working Group (PWG) Work.** Georgia Tech and TJU shall form a PWG responsible for carrying out preparations jointly. PWG’s use of TJU Marks and Georgia Tech marks shall be limited to those activities legally required for the purpose for establishment of GTSI, including name registration and applications to relevant government authorities. PWG shall obtain prior review and written approval from Georgia Tech for each desired use of Georgia Tech Marks during GTSI preparation period for marketing or any other purpose. PWG shall obtain prior review and written approval from TJU for each desired use of TJU Marks during GTSI preparation period for marketing or any other purpose.
4. **Grant.**
- (a) Subject to the terms and conditions of this Agreement and prior review and written approval by Georgia Tech’s Office of Institute Communications of each use of Georgia Tech Marks by TJU and GTSI, Georgia Tech hereby grants TJU and GTSI a non-exclusive, non-transferable, revocable, worldwide, and royalty-free right and limited license to use and display the Georgia Tech Marks during the term of this Agreement.
- (b) TJU hereby grants Georgia Tech and GTSI a non-exclusive, non-transferable, revocable, worldwide, and royalty-free right and limited license to use and display the TJU Marks during the term of this Agreement under the terms and conditions set forth in this Agreement.
- (c) TJU and GTSI agree to use the Georgia Tech Marks only as set forth in this Agreement for the Licensed Use or as directed by Georgia Tech. Nothing in this Agreement, or in TJU's or the GTSI's use of the Georgia Tech Marks, shall give any right in the Georgia Tech Marks, or in any similar marks, to TJU or GTSI beyond the license granted in this Agreement. GT retains all right, title, and interest and the goodwill symbolized therein in the Georgia Tech Marks except as otherwise granted herein.
- (d) Georgia Tech and GTSI agree to use the TJU Marks only as set forth in this Agreement for the Licensed Use or as directed by TJU. Nothing in this Agreement, or in Georgia Tech's or the GTSI's use of the TJU Marks, shall give any right in the TJU Marks, or in

any similar marks, to Georgia Tech or GTSI beyond the license granted in this Agreement. TJU retains all right, title, and interest and the goodwill symbolized therein in the TJU Marks except as otherwise granted herein.

**5. Use of Georgia Tech Marks.**

- (a) TJU and GTSI each agree to use the Georgia Tech Marks only in connection with the Licensed Use. Neither TJU nor GTSI shall use the Georgia Tech Marks in combination with any other trademark or service mark, without the prior written consent of Georgia Tech.
- (b) TJU and GTSI each acknowledge and agree that this Agreement is founded on the significant goodwill Georgia Tech has developed in connection with the Georgia Tech Marks, as well as the value of that goodwill in the minds of educational communities, the public, and other constituencies. TJU and GTSI each agree that it is critical that such goodwill be protected and enhanced. Accordingly, TJU and GTSI:
  - (i) shall not misuse the Georgia Tech Marks;
  - (ii) shall not apply to register or maintain any application or registration of a confusingly similar service mark, trademark, or logo; or
  - (iii) shall not use the Georgia Tech Marks in any way except as authorized by this Agreement.
- (c) TJU and GTSI each agree that any goodwill associated with their use of the Georgia Tech marks shall inure to the benefit of, and belong to, Georgia Tech.

**6. Use of TJU Marks.**

- (a) Georgia Tech and GTSI each agree to use the TJU Marks only in connection with the Licensed Use. Neither Georgia Tech nor GTSI shall use the TJU Marks in combination with any other trademark or service mark, without the prior written consent of TJU.
- (b) Georgia Tech and GTSI each agree that this Agreement is founded on the significant goodwill TJU has developed in connection with the TJU Marks, as well as the value of that goodwill in the minds of educational communities, the public, and other constituencies. Georgia Tech and GTSI each agree that it is critical that such goodwill be protected and enhanced. Accordingly, Georgia Tech and GTSI:
  - (i) shall not misuse the TJU Marks;
  - (ii) shall not apply to register or maintain any application or registration of a confusingly similar service mark, trademark, or logo; or
  - (iii) shall not use the TJU Marks in any way except as authorized by this Agreement.
- (c) Georgia Tech and GTSI each agree that any goodwill associated with their use of the TJU Marks shall inure to the benefit of, and belong to, TJU.

**7. Responsibilities of and Limitations on TJU and GTSI in Using Georgia Tech Marks.**

- (a) TJU and GTSI each agree to submit to Georgia Tech's Office of Institute

Communications for review and approval in advance, samples of its proposed use of the Georgia Tech Marks. Georgia Tech shall have thirty (30) days from the receipt of the proposed use to provide comments and may require modifications to such use consistent with its applicable trademark policies and guidelines. Upon such request of Georgia Tech, TJU and GTSI will correct all uses that do not comply with Georgia Tech Marks guidelines or cease any use of such Marks. If Georgia Tech does not provide any comments, the proposed use shall be deemed approved.

- (b) TJU and GTSI each acknowledge the importance to Georgia Tech and to its reputation and goodwill, and to the public, of maintaining high, uniform standards of quality associated with use, display and reproduction of the Marks. Therefore, TJU and GTSI each agree as follows:
  - (i) The Georgia Tech Marks shall be used only in connection with the Licensed Use. In no event shall any Party use any of the Georgia Tech Marks in connection with any other good or service other than the Licensed Use;
  - (ii) TJU and GTSI shall use the Georgia Tech Marks in accordance with the terms, guidelines and/or policies set forth by Georgia Tech and/or The Board of Regents of the University System of Georgia (“Board of Regents”);
  - (iii) The Georgia Tech Marks shall only be used in conjunction with materials and in a manner that accurately reflects the Licensed Use;
  - (iv) TJU and GTSI shall not create any new marks of any kind to be used in conjunction with Georgia Tech Marks without prior written consent of Georgia Tech Office of Institute Communications;
  - (v) TJU and GTSI shall not use the Georgia Tech Marks in any manner which may state or imply support, endorsement or approval by Georgia Tech of any company, product or service;
  - (vi) TJU and GTSI shall not use the Georgia Tech Marks in any manner which is disparaging or negative; and
  - (vii) Upon the termination of this Agreement, TJU and GTSI each agree to remove the Georgia Tech Marks immediately from all electronic media, to destroy promptly all materials bearing the Georgia Tech Marks, and to cease any and all use of the Georgia Tech Marks within the custody and control of TJU or GTSI.
- (c) TJU and GTSI shall promptly notify Georgia Tech in writing if it becomes aware of the following:
  - (i) any person or entity is using or planning to use the Georgia Tech Marks without authorization from Georgia Tech,
  - (ii) any person or entity claiming that it is the owner of the Georgia Tech Marks, or
  - (iii) TJU’s or GTSI’s use of the Georgia Tech Marks infringes a third party’s intellectual property rights.
- (d) Neither TJU nor GTSI may initiate any action with respect to the enforcement of Georgia Tech’s rights to its Marks, including, but not limited to, pursuing or settling an infringement action. If reasonably possible and legally permissible, TJU and GTSI

each may reasonably cooperate with Georgia Tech in Georgia Tech's pursuit of any legal action designed to protect its rights to the Georgia Tech Marks. If reasonably possible and legally permissible, TJU and GTSI may, upon written request by Georgia Tech, reimburse Georgia Tech for all costs and expenses (including, without limitation, reasonable legal expenses) of trademark searches, clearances, registrations/oppositions and enforcement of the Georgia Tech Marks in the United States and applicable international territories to the extent those costs and expenses are associated with TJU's or GTSI's respective use or proposed use of the Georgia Tech Marks. Georgia Tech shall inform TJU and GTSI of the need for such efforts before incurring any costs and expenses.

- (e) To denote Georgia Tech's ownership of the Georgia Tech Marks, TJU and GTSI shall include as necessary or as required by Georgia Tech, appropriate trademark and/or copyright notices in marketing/communication materials, in media, such as websites.
- (f) Nothing in this Agreement grants by implication, estoppel, or otherwise any rights to Georgia Tech's intellectual property, except as explicitly set forth herein.

**8. Responsibilities of and Limitations on Georgia Tech and GTSI in Using TJU Marks.**

- (a) Georgia Tech and GTSI each agree to submit to TJU, for review and approval in advance, samples of its proposed use of the TJU Marks. TJU shall have thirty (30) days from the receipt of the proposed use to provide comments for proposed changes. If TJU does not provide any comments, the proposed use shall be deemed approved.
- (b) Georgia Tech and GTSI each acknowledge the importance to TJU and to its reputation and goodwill, and to the public, of maintaining high, uniform standards of quality associated with use, display and reproduction of the Marks. Therefore, Georgia Tech and GTSI each agree as follows:
  - (i) The TJU Marks shall be used only in connection with the Licensed Use. In no event shall Licensee use any of the TJU Marks in connection with any other good or service other than the Licensed Use;
  - (ii) Georgia Tech and GTSI shall use the TJU Marks in accordance with the terms, guidelines and/or policies set forth by TJU;
  - (iii) The TJU Marks shall only be used in conjunction with materials and in a manner that accurately reflects the Licensed Use;
  - (iv) Georgia Tech and GTSI shall not create any new marks of any kind to be used in conjunction with TJU Marks without prior written consent of TJU;
  - (v) Georgia Tech and GTSI shall not use the TJU Marks in any manner which may state or imply support, endorsement or approval by TJU of any company, product or service;
  - (vi) Georgia Tech and GTSI shall not use the TJU Marks in any manner which is disparaging or negative; and
  - (vii) Upon the termination of this Agreement, Georgia Tech and GTSI each agree to remove the TJU Marks immediately from all electronic media, to destroy promptly all materials bearing the TJU Marks, and to cease any and all use of the TJU Marks within the custody and control of Georgia Tech or GTSI.

- (c) Georgia Tech and GTSI shall promptly notify TJU in writing if it becomes aware of the following:
  - (i) any person or entity is using or plans to use the TJU Marks without authorization from TJU,
  - (ii) any person or entity claims that it is the owner of the TJU Marks, or
  - (iii) Georgia Tech's or GTSI's use of the TJU Marks infringes a third party's intellectual property rights.
- (d) Georgia Tech may not initiate any action with respect to the enforcement of TJU's rights to the TJU Marks, including, but not limited to, pursuing or settling an infringement action. If reasonably possible and legally permissible, Georgia Tech may reasonably cooperate with TJU in TJU's pursuit of any legal action designed to protect its rights to the TJU Marks. If reasonably possible and legally permissible, Georgia Tech may, upon written request by TJU, reimburse TJU for all costs and expenses (including, without limitation, reasonable legal expenses) of trademark searches, clearances, registrations/oppositions and enforcement of the TJU Marks in the People's Republic of China ("PRC") and applicable international territories to the extent those costs and expenses are associated with Georgia Tech's use or proposed use of the TJU Marks. TJU shall inform Georgia Tech of the need for such efforts before incurring any costs and expenses.
- (e) To denote TJU's ownership of the TJU Marks, Georgia Tech shall include as necessary or as required by TJU, appropriate trademark and/or copyright notices in marketing/communication materials, in media, such as websites.
- (f) Nothing in this Agreement grants by implication, estoppel, or otherwise any rights to TJU's intellectual property, except as explicitly set forth herein.

**9. Georgia Tech Confirmation and No Warranty.**

- (a) Georgia Tech represents and confirms that it has the lawful right to grant this license to TJU and GTSI.
- (b) Nothing in this Agreement will be construed as:
  - (i) A warranty or representation by Georgia Tech as to the validity or scope of Georgia Tech Marks.
  - (ii) Obligating Georgia Tech to bring or prosecute actions or suits against third parties for copyright or trademark infringement.

**10. TJU Confirmation and No Warranty.**

- (a) TJU represents and confirms that it has the lawful right to grant this license to Georgia Tech and GTSI.
- (b) Nothing in this Agreement will be construed as:
  - (i) A warranty or representation by TJU as to the validity or scope of TJU Marks.
  - (ii) Obligating TJU to bring or prosecute actions or suits against third parties for

copyright or trademark infringement.

11. **Sub-licenses.** Neither Party shall grant a license to use Georgia Tech Tianjin University Shenzhen Institute or GTSI, or a sub-license for the use of the Georgia Tech Marks and/or TJU Marks without express written permission of the other Party.
12. **Registration.** No party may file any trade name or trademark application for the Georgia Tech Tianjin University Shenzhen Institute name or mark unless both TJU and GTSI are joint owners of the application. Any such application or registration shall be expressly withdrawn upon termination of this Agreement or if Georgia Tech Tianjin University Shenzhen Institute ceases operations.
13. **Term and Termination.** The term of this Agreement shall extend from the Effective Date of this Agreement and shall be coterminous with the Three Party Agreement. Either party may terminate this Agreement and the license granted herein upon sixty (60) days written notice to the other party and termination shall be effective sixty (60) days after the other party's receipt of such notice. Such termination shall occur when this Agreement is terminated or for a failure to correct a breach of any obligations under this Agreement within thirty (30) days. Upon the expiration or termination of this Agreement:
  - (a) TJU and GTSI shall remove the Georgia Tech Marks immediately from all electronic media, to destroy promptly all materials bearing Georgia Tech Marks, and to cease all use of Georgia Tech Marks in any manner and shall not thereafter use the Georgia Tech Marks, or any other trade name or trademark comprised in whole or in part of any Georgia Tech Mark or that is similar to any Georgia Tech Mark; and
  - (b) Georgia Tech and GTSI shall remove the TJU Marks immediately from all electronic media, to destroy promptly all materials bearing TJU Marks, and to cease all use of TJU Marks in any manner and shall not thereafter use the TJU Marks, or any other trade name or trademark comprised in whole or in part of any TJU Mark or that is similar to any TJU Mark.
14. **Notice.** Whenever under the terms of or in connection with this Agreement any notice, consent, approval, authorization, or other information is proper or required to be provided by either party, such notice, consent, approval, authorization or other information shall be deemed sufficiently given if in writing and personally delivered, sent by regular mail, facsimile, reputable overnight courier with documentation of receipt to the intended recipient thereof or by registered or certified mail, return receipt requested and with all postage prepaid, addressed as follows:

If to Georgia Tech:

John Taylor, Assistant Vice President, Creative Strategy  
and Brand Management  
Institute Communications  
Georgia Institute of Technology  
Atlanta, Georgia 30332-0181 U.S.A.  
Phone: 404-894-7060  
Fax: 404-894-7214  
Email: taylor@gatech.edu

If to TJU:

Prof. Songsshan Xiao, Director, Office of the President  
Peiyang Park Campus: No.135 Yaguan Road,  
Haihe Education Park, Tianjin, 300350, China  
Phone: 022-27403246  
E-mail: moreblue@tju.edu.cn

or other such addresses as the parties may from time to time designate by written notice.

- 15. Dispute Resolution.** Any dispute, controversy or claim arising out of or in relation to this Agreement between the Parties, including the validity, invalidity, breach or termination thereof shall be finally settled by arbitration in Hong Kong under the auspices of the Hong Kong International Arbitration Centre ("HKIAC") in accordance with the HKIAC Administered Arbitration Rules (the "HKIAC Rules") in force on the date that the Notice of Arbitration is submitted in accordance with the HKIAC Rules. Unless otherwise agreed by the Parties, the number of arbitrators shall be one ( 1 ). The arbitral proceedings shall be conducted in the English language. The IBA Rules on the Taking of Evidence in International Commercial Arbitration (2010) (the "IBA Rules") shall apply together with the HKIAC Rules, provided that in the event of any inconsistency the IBA Rules shall prevail, but solely as regards the presentation and reception of evidence. For the avoidance of doubt, this provision does not prevent Georgia Tech or TJU from bringing trademark infringement, passing off or unfair competition proceedings against any other party anywhere in the world for infringement of its trademarks.
- 16. Governing Law.** The operation, construction and interpretation of this Agreement shall be governed in all respects by the law of Hong Kong, which shall be the proper law hereof notwithstanding any principles or rules of private international law or conflict of laws therein contained under which any other law would be applicable.
- 17. Status of the Parties.** The Parties are independent contractors. Nothing contained in this Agreement shall create or shall be construed as creating a partnership, joint venture, agency or employment relationship between the Parties. No Party has the right or authority to assume or create any obligations or responsibilities, express or implied, on behalf of any other Party hereunder. No Party may bind any other Party hereunder in any manner or otherwise act in any way as a representative of any other Party hereunder. Each party shall be responsible for its own acts, omissions, and the results thereof.
- 18. Assignment.** No Party may assign or transfer this Agreement, whether in whole or in part, or any its rights, duties or obligations arising under this Agreement without the prior written consent of the other Parties. Any attempted assignment without such written consent will be null and void. Subject to the foregoing, this Agreement will inure to the benefit of each of the Party's permitted successors and assigns.
- 19. Amendment and No Waiver.** This Agreement may only be modified, supplemented or amended in a writing signed by authorized representatives of the Parties. The failure of any Party to enforce any provision of this Agreement will not be construed as a waiver or limitation



of that party's right to subsequently enforce the provisions of this Agreement.

20. **Severability.** If any provision of this Agreement, or portion thereof, is held by a court of competent jurisdiction to be contrary to law or otherwise unenforceable, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in full force and effect.

21. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and the Parties agree that this Agreement replaces and supersedes any and all prior agreements, understandings, promises, and representations, whether written or oral, between the Parties with respect to the subject matter of this Agreement.

22. This agreement is written in Chinese and English with both languages having equal effect. Each version has three copies.

IN WITNESS WHEREOF, Georgia Tech and TJU have caused this Agreement to be executed by their duly authorized representatives.

The Board of Regents of the University  
System of Georgia by and on behalf of  
Georgia Institute of Technology:

Tianjin University



BY: Y. Berthelot

BY: Wenping Hu

NAME: Yves H. Berthelot

NAME: Wenping Hu

TITLE: Vice-Provost for International Initiatives

TITLE: Vice President

DATE: July 31, 2017

DATE: Aug. 21, 2017

Reviewed by Legal Affairs SW

**Appendix A**

**JOINDER**

Reference is made to that certain Trademarks and Name Usage Agreement (the "Agreement") by and between Tianjin University ("TJU"), a research and education institution organized under the laws of the People's Republic of China and the Board of Regents of the University System of Georgia, acting on behalf of, Georgia Institute of Technology ("Georgia Tech"), a nonprofit educational institution organized and existing under the laws of the State of Georgia, United States of America, dated \_\_\_\_\_. Unless otherwise indicated, all capitalized terms used in this Joinder and not otherwise defined herein shall have the same meanings as in the Agreement.

In consideration of the premises and the mutual agreements and covenants set forth in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, Georgia Tech Tianjin University Shenzhen Institute ("GTSI") hereby joins the Agreement for all purposes stated therein as if the Separate Entity was a Party to the Agreement as of the Effective Date.

**GEORGIA TECH TIANJIN UNIVERSITY  
SHENZHEN INSTITUTE**

By \_\_\_\_\_

Name:

Title:

**Exhibit A**

**Agreement on Developing a Joint Institute  
in Shenzhen**

**Among  
Shenzhen Municipal People's Government  
Tianjin University  
And  
Georgia Institute of Technology**

**DECEMBER 2, 2016**

In order to promote exchange and cooperation in higher education between China and the United States, and to promote the interaction of high-quality higher education resources with the first-class innovation environment of Shenzhen, after due consultation, the Shenzhen Municipal People's Government (hereinafter referred to as Party A), Tianjin University (hereinafter referred to as Party B), and the Board of Regents by and on behalf of the Georgia Institute of Technology (hereinafter referred to as Party C) hereby enter into the following agreement with regard to establishing a Chinese-foreign cooperatively-run educational institute in Shenzhen (hereinafter referred to as the Institute):

**1. Objective.** Based on principles of equality and mutual benefit, and pursuant to relevant Chinese laws and regulations such as the *Higher Education Law of the People's Republic of China*, the *Regulations of the People's Republic of China on Chinese-Foreign Cooperation in Running Schools* (hereinafter referred to as the *Regulations*), the *Implementation Measures for the Regulations of the People's Republic of China on Chinese-Foreign Cooperation in Running Schools* (hereinafter referred to as the *Implementation Measures*), and relevant policies for establishing specialized institutes in Shenzhen, the parties agree for Party B and Party C to jointly establish a not-for-profit Chinese-foreign cooperatively-run educational institute in Shenzhen.

This institute shall initially apply for its establishment to the Ministry of Education of the People's Republic of China as a non-independent Chinese-foreign cooperatively-run educational institute. At a later stage when conditions permit, an application shall be made to the Ministry of Education to establish an independent Chinese-foreign cooperatively-run educational institute according to applicable laws and regulations.

**2. Name of the Institute.** The Chinese name has been decided to be 天津大学佐治亚理工大学深圳学院, and the English name has been decided to be Georgia Tech Tianjin University Shenzhen Institute. Upon termination of this Agreement under Section 20, below, the Institute and the name shall cease to exist.

**3. Level and Scale.** The Institute shall offer both undergraduate and postgraduate programs and the ratio of full-time undergraduate and graduate student enrollment shall be approximately 1:1. The target maximum enrollment of the Institute is 3,000. The Institute will strive to enroll 800 students by 2020, 1,800 students by 2025, and 3,000 students by 2030.

The overall scale of the Institute may be adjusted based on the development of the Institute and by consensus of the three parties.

**4. Programs.** When carrying out its educational and research activities, the Institute shall take advantage of the existing strengths in the disciplines of Party B and Party C. Taking account of the needs for the industrial transformation of the Pearl River Delta and the economic and social advancement of Shenzhen, the Institute, subject to each party's compliance with its country's export control laws, shall set up disciplines in telecommunications, signal processing, systems, automatic control, electric energy, microelectronics, optoelectronics, computer systems, software, computer science, data science, wearable design, environmental engineering, etc.

**5. Research Centers.** The Institute plans to set up three research centers in the following research areas: (1) Green buildings and sponge cities; (2) Signal processing and data analytics; (3) Wearable, printable electronics and advanced telecommunications. Party A will support the research centers according to relevant research funding policies.

**6. Language of Instruction.** Pursuant to relevant laws and regulations of China, and following the teaching standards of Party B and Party C, the Institute shall adopt Chinese and English as languages of instruction.

### **7. Organization and Management**

(1) *Decision-making Body.* Party A, Party B and Party C shall form a Joint Management Committee (hereinafter referred to as the JMC) pursuant to relevant Chinese laws. The JMC shall be the Institute's governing body in charge of decision-making for all major issues of the Institute. The JMC shall consist of 8 members, whereof Party A shall

recommend 2 members and Party B and Party C shall each recommend 3 members. JMC resolutions shall be decided on a one-person, one-vote basis, and all resolutions concerning major issues (such as amending the *Constitution of the Institute*, formulating strategic development plans of the Institute, deciding on the Institute's investment and construction, annual budgeting, deciding the salary scheme and standard, appointment of the Dean, and termination of the Institute, etc.) can only be passed with no less than 7 affirmative votes. Within the JMC there shall be one director and two deputy-directors. The director shall be recommended by Party B, and the deputy-directors shall be recommended by Party A and Party C respectively. JMC members shall comply with Chinese laws and regulations. More than 1/3 of the committee members should have over 5 years' experience in higher education and teaching experience. The term of office of the committee members shall be 5 years, and subject to recommendation of the assigning Party, a committee member can hold his/her position for consecutive terms.

The JMC supports the Dean in exercising his/her powers of office authorized by *the Regulations* and relevant laws and regulations as well as the *Constitution of the Institute*.

(2) *The Dean.* The JMC shall appoint a Dean and a number of Deputy Deans to take responsibility for administrative matters of the Institute. The Dean shall meet the qualifications stipulated by relevant laws and regulations as well as by the *Regulations*. The financial operation of the Institute shall be monitored by Party A. The term of office of the Dean and the Deputy Deans shall be 5 years, with consecutive reappointment permitted. The same person shall not be appointed for more than two terms consecutively.

(3) Other chief management personnel are nominated by the Dean, and are approved by the JMC

**8. The Legal Representative.** During the period that the Institute exists as a Chinese-foreign cooperatively-run educational institute without independent legal person status, the Institute's legal representative shall be the President of Party B. After the Institute becomes a Chinese-foreign cooperatively-run educational institute of independent

legal entity, the legal representative shall be decided after negotiations between the Parties pursuant to relevant stipulations of the *Regulations*.

**9. Site Selection and Construction.** The Institute will be located in the Chang Yuan Bai Shi Ling area in Nanshan District, with a land area measuring approximately 162,000 M<sup>2</sup> (the precise land size shall refer to the approval document by Party A). The Institute shall be constructed in accordance with the relevant national standard. The total construction area is approximately 180,000 M<sup>2</sup>, among which housing for teachers may be arranged separately according to Shenzhen government's provisions for accommodating talents. The construction progress shall match and stay slightly ahead of the education scale. The campus shall be constructed in accordance with the requirements on average building area per student based on the engineering college standards of China. The building standards shall be determined according to the building standards of the State and of Shenzhen for universities, and shall be subject to approval by Party A.

The above-mentioned land and fixed assets shall belong to Party A, which shall agree to lease these to the Institute as the site of the cooperatively-run institute at a favorable rate of 1 RMB yuan during the period of the agreement for the cooperatively-run institute. The Institute shall manage the fixed assets according to Party A's state-owned assets management system for administrative institutions and ensure the security of the assets.

**10. School Funding.** Party A shall provide a Director's Fund in the amount of 50,000,000 yuan (RMB) to the Institute. Party A shall provide subsidies to the Institute based on the number of enrolled full-time students of the Institute under the Institute's enrollment plan as approved by the Ministry of Education of China, and according to policies regarding financial subsidies scheme for developing Specialized Institutes in Shenzhen. The Institute should also actively seek donations from the society.

During years 1 through 5 of the Institute's operations following the approval by the Chinese Ministry of Education, if the Institute cannot maintain a balanced budget, Party A will review and, where deemed necessary, will allocate special designated subsidies against audited necessary expenditures of the Institute, with the aim of maintaining normal operations of the Institute.



Five years after the establishment of the Institute, the JMC of the Institute shall organize a performance review of the Institute by experts.

Each year Party C will determine instructional and administrative personal services needs for the following year and produce a semester-by-semester budget of anticipated costs and will invoice the Specialized Institute each semester for such actual costs incurred by Party C with up to 10% of fluctuation from the budgeted amounts. Such invoices shall be paid by the Institute to Party C in Atlanta after approval by the JMC.

**11. Start-up Funding.** The start-up funding of the Institute shall be one-time investment of 11,400,000 yuan (RMB). Party A shall invest 11,000,000 yuan (RMB), and Party B and Party C shall respectively invest 200,000 yuan (RMB). The start-up funding may be used for expenses during the preparatory phase to establish the Institute.

**12. Enrollment Patterns.** During the initial stage, the enrollment plan of the Institute shall be coordinated by Party B and Party C. The Institute shall enroll undergraduate students, Masters and doctoral students as well as overseas students using the major codes of Party B. After the Institute becomes a Chinese-foreign cooperatively-run educational institute of independent legal entity, it shall enroll students using its own enrollment codes approved by the Ministry of Education.

**13. Faculty.** Part of the academic staff of the Institute shall be assigned by Party B and Party C respectively, from among their most competent academic staff. The rest of the teaching staff shall be globally recruited by the Institute. Academic staff assigned by Party C and those global recruits of the Institute whose academic qualifications are on par with those of Party C shall have a combined total not less than 1/3 of the total number of academic staff of the Institute.

The Institute implements a unified remuneration system. The remuneration schemes and standards shall be reviewed and determined by the JMC.

**14. Diploma Granting.** The teaching and research activities of the Institute shall adopt the educational models and course structures agreed upon by Party B and Party C. Before the Institute has become independent, any student who successfully completes his/her studies and meets the graduation and degree requirements of Party B shall be awarded with Party B's graduation certificate and degree certificate, and those who meet Party C's graduation requirements shall be awarded with Party C's degree certificate. After the Institute becomes a Chinese-foreign cooperatively-run educational institute of independent legal entity, any student who successfully completes his/her studies and meets the graduation and degree requirements shall be awarded with the Institute's graduation certificate and degree certificate, and graduate students who meet Party C's degree requirements shall be awarded with Party C's degree certificate.

**15. Intellectual Property Right.** Academic publications and other academic works produced by enrolled students and full-time academic staff, as will be defined in subsequent agreements, of the Institute while performing their duties shall specify their affiliated organization as follows:

Chinese: 天津大学佐治亚理工深圳学院;

English: Georgia Tech Tianjin University Shenzhen Institute.

Before the Institute gains independent legal person status, intellectual property as results of teaching and research findings of the Institute, as will be defined in subsequent agreements, shall be jointly owned by the three Parties of the cooperatively-run educational institute. After the Institute achieves the independent legal entity, the intellectual property right shall be owned by the Institute and Shenzhen takes precedence in result transformation. The innovators and the authors enjoy the rights conferred by the applicable laws.

**16. Preparatory Working Group (PWG).** Party B and Party C shall form a PWG responsible for carrying out preparations jointly, and Party A shall provide the PWG with the required support.

17. Party C shall establish a Shenzhen Center on its Atlanta campus to support the Institute's development and research collaborations.

18. The content of this Agreement will be consistent with the Agreement on Academic Plan between Party B and Party C, and the *Constitution of the Institute*. If any part concerning Party A in the agreement signed between Party B and Party C conflicts with this agreement, this agreement prevails. The Institute shall be the only Chinese-foreign cooperatively-run educational institute in the areas mentioned in Article 4 set up by Party C in China.

**19. Dispute Resolution.** If any dispute occurs, the three Parties shall attempt to resolve it through amicable negotiations. In the event that any one Party submits written request to resolve a dispute through negotiations, and the dispute fails to be resolved within 60 days after the other two Parties receive the request, the requesting Party shall present the dispute to the Hong Kong International Arbitration Centre for arbitration according to its then current arbitration rules that are applicable to mainland China (areas excluding Hong Kong, Macau, and Taiwan). The language to be used in the arbitral proceeding shall be both English and Chinese.

20. This Agreement may be terminated pursuant to applicable laws and regulations and relevant terms of this Agreement. Any party wishing to terminate the agreement must give a minimum of six months advance notice in writing to the other two parties.

21. If the Institute is terminated, its liquidation shall be carried out pursuant to relevant stipulations of Chinese laws and regulations as well as the *Regulations*. Any assets remaining after the Institute's liquidation of debts shall be disposed pursuant to relevant stipulations of Chinese laws and administrative regulations. Land and fixed assets provided by Party A shall not be included in the liquidation process.

**22. Chinese and English Counterpart Versions.** This Agreement is in both Chinese and English in 3 copies respectively, with equal effect. The English text should be consistent

with the Chinese text. Matters not covered by this three-party agreement can be resolved by friendly consultation or the signing of a supplementary agreement.

23. This Agreement shall enter into effect as of the date of signing, and shall remain in effect for 20 years.



Date: 12-2-2016



Date: 12/2/2016



Date: 12/2/2016

**Exhibit B**

MEMORANDUM OF UNDERSTANDING  
FOR THE OPERATION OF THE SPECIALIZED INSTITUTE IN SHENZHEN  
BETWEEN  
THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA BY  
AND ON BEHALF OF THE GEORGIA INSTITUTE OF TECHNOLOGY  
And  
TIANJIN UNIVERSITY

This Memorandum of Understanding (hereinafter referred to as the "MOU") is between Tianjin University (hereinafter referred to as "TJU"), and The Board of Regents of the University System of Georgia by and on behalf of the Georgia Institute of Technology (hereinafter referred to as "GT"). TJU and GT shall hereinafter be referred to individually as "Party" and collectively as "Parties".

Whereas, GT and TJU are equal partners in the creation of a specialized institute in the city of Shenzhen, and

Whereas, the Parties intend to collaborate in the spirit of mutual respect, recognizing each other's strengths, for the mutual benefit of educating students that are well prepared for the workforce of the 21<sup>st</sup> century, and

Now therefore, in consideration of the mutual promises, the Parties hereto agree to the common set of core operating principles as provided for herein:

1. Operating Principle

a. The GT-TJU-Shenzhen Specialized Institute shall be a cooperatively-run, non-profit Institute for higher education and research.

b. Governance principles are specified in the 3-party agreement (Shenzhen-TJU-GT), which is incorporated herein by reference. The ultimate decision-making body of the Specialized Institute is its Joint Management Committee (JMC).

c. All officers of the Specialized Institute, whether they are recommended by TJU or GT, shall work to promote the common interests of the Specialized Institute and shall actively seek input from both GT and TJU.

d. All matters in this MOU which require more specific details, including but not limited to, financial support, facilities management, insurance, research, intellectual property, audits, academics and personnel shall be spelled out in separate written agreements to be signed by the Parties.

2. Academics

a. Each Party governs its own degree programs, including admission and degree requirements. This includes selection of courses being offered, approval of instructors, teaching assignment, class sizes, scheduling, and academic advising.

b. Academic requirements for GT degrees are determined by GT and are subject to approval by the Board of Regents of the University System of Georgia. Degree requirements, course planning, and course contents follow GT policies and practices at GT.

c. Academic requirements for TJU degrees are determined by TJU. Degree requirements, course planning, and course contents follow TJU policies and practices at TJU.

d. Academic calendar: Both Parties agree to follow the GT calendar as much as possible to enable students and faculty to be able to exchange to the US and for US students and faculty to be able to exchange to the Specialized Institute. The Spring break will be made to coincide with the Chinese New Year; the fall break will be made to coincide with the Chinese National Day holiday.

e. New academic programs (e.g., new degrees) or new research laboratories must be approved by the respective Parties and by the JMC of the Specialized Institute.

3. Research Collaboration

a. Research Centers will be established to support the mission of the Specialized Institute. Each research center will have its own budget and two co-directors (one from TJU, one from GT) who report to the Deputy Dean for Research

b. GT and TJU will initiate collaborative research 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.

4. Confidentiality

Proprietary or confidential information may be exchanged between the Parties once a mutually agreeable written non-disclosure agreement has been executed between the Parties and export approval has been obtained, if applicable.

5. Finances

a. Under the Specialized Institute, there will be an annual operating budget approved by the JMC of the Institute from which spending decisions will be made.

b. All spending must adhere to local rules and accounting standards.

c. In consideration of the expectation for GT Atlanta faculty to travel to Shenzhen to teach courses or carry out administrative duties for the Specialized Institute, the parties agree that each year, GT will determine instructional and administrative personal services needs in Shenzhen for the following year and produce a semester-by-semester budget of anticipated costs to include Atlanta

rotating faculty salary, fringe benefits and international travel expenses, and will invoice the Specialized Institute each semester for such actual costs with up to 10% of fluctuation from the budgeted amounts. In addition, GT will assess technology fee so GT degree seeking students in Shenzhen can have direct access to GT computer and network services and GT student accounts. Such invoices shall be paid to GT in Atlanta.

d. GT reserves the right to charge fees to the Specialized Institute for services beyond those covered in Article 5.c. Each service agreement must be made in writing and include scope of service, cost, and schedule.

6. Tuition and Fees

a. TJU determines the tuition and fees it charges to students in the TJU degree program. GT determines the tuition and fees it charges to students in the GT degree program. All tuition and fee rates are subject to approval by local pricing bureau.

b. Tuition and fees will be collected by the Specialized Institute in Shenzhen.

c. In cases where students register to study on the Atlanta (or Metz) campus of GT, they will pay tuition and fees to the Bursar of that campus.

7. Academic and Research Personnel

a. Academic and research personnel of the Institute will primarily consist of:

- (i) GT personnel on assignment to Shenzhen;
- (ii) TJU personnel on assignment to Shenzhen;
- (iii) New hires by the Specialized Institute.

b. Personnel in group (i) or (ii) may retain benefits of their home institution and work in the Specialized Institute on service contracts.

c. Personnel in group (iii) will be employees of the Specialized Institute and receive salary and benefits from the Specialized Institute. Their selection shall be decided jointly by GT and TJU and approved by the JMC to ensure high academic caliber.

d. Personnel in group (iii) can apply to have adjunct faculty status with GT and/or adjunct faculty status with TJU. Each university is responsible for evaluating and approving such adjunct faculty status request on a case-by-case basis. Adjunct faculty status will not be automatically granted to those in group (iii) and is subject to annual review.

e. Personnel in group (i) are not automatically granted adjunct faculty status at TJU and personnel in group (ii) are not automatically granted adjunct faculty status at GT.



f. GT's adjunct faculty members, professors of practice, or academic professionals are not on tenure-track and will not receive tenured faculty status from GT. Faculty members of the Specialized Institute who do not have GT faculty status must first be approved by GT Office of Faculty Affairs in Atlanta before being allowed to serve as Instructor of Record for any GT course.

8. Administrative Staff

Administrative staff of the Specialized Institute will be employees of the Specialized Institute. They will receive salary and benefits from the Specialized Institute, as reviewed and determined by the Dean and approved by the JMC.

9. Dispute Resolution

If any dispute occurs, the Parties shall attempt to resolve it through amicable negotiations. In the event that one Party submits written request to resolve a dispute through negotiations, and the dispute fails to be resolved within 60 days after the other Party receives the request, the requesting Party shall present the dispute to the Hong Kong International Arbitration Centre for arbitration according to its then current arbitration rules in Hong Kong.

10. General

a. Each Party acknowledges that it will abide by the laws that apply to them, such as export laws and anti-corruption laws.

b. 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.

c. Both Parties are educational institutions accredited by the appropriate agencies and/or commissions. The accreditation(s) of neither institution extend to the other institution.

d. Any conflict between this MOU and the 3-party agreement between Shenzhen-TJU-GT, the 3-party agreement will prevail.

e. This MOU shall remain in effect until such time as the Shenzhen-TJU-GT Agreement is terminated or by one Party giving the other Party one (1) year prior written notice. Once notice of termination is provided, the Parties shall work in good faith to resolve any issues regarding the activities in this MOU.

f. This MOU shall enter into force upon the date of the last signature below and shall continue for a period of twenty (20) years. This MOU is subject to revision and extension by mutual written consent.

Signatures on following page.

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

SIGNED  
BY:

  
for and on behalf of Tianjin University

Date: 12/2/2016

SIGNED  
BY:



Board of Regents for and on behalf of  
Georgia Institute of Technology

Date: 12/2/2016



  
Reviewed by Legal Affairs