



THE UNIVERSITY of
NEW MEXICO



渤海大学
BOHAI UNIVERSITY

**INTERNATIONAL ARTICULATION AGREEMENT FOR THE
3+1 AND 3+1+1.5 COOPERATIVE PROGRAM
BETWEEN
THE REGENTS OF THE UNIVERSITY OF NEW MEXICO, USA
AND
BoHai UNIVERSITY, THE PEOPLE'S REPUBLIC OF CHINA**

渤海大学与美国新墨西哥大学董事会 3+1 及 3+1+1.5 合作项目协议书

This Agreement sets forth the terms and conditions between **BoHai University** (BHU) and the **Regents of the University of New Mexico** (UNM), to collaborate to offer a Bachelor and Master Degree Cooperative Program ("Program") under an academic articulation partnership. Hereinafter, BoHai University and University of New Mexico shall be collectively referred to as "the Parties," and singularly referred to as "BHU" or "UNM." This Program pertains to UNM's Bachelor of Business Administration (BBA), Master of Accounting (MACTT), and Master of Business Administration (MBA) degrees at the Anderson School of Management (ASM).

本协议规定的条款用以渤海大学 (BHU) 和新墨西哥大学 (UNM) 董事会合作期间, 提供本科和硕士学位联合培养项目 ("项目")。在下列条款中, 共同提到渤海大学与新墨西哥大学称为"双方", 单独提到其中一方时称为"BHU"或"UNM"。此协议书是关于在安德森管理学院 (ASM) 完成工商管理学士学位 (BBA), 会计硕士 (MACTT) 及工商管理硕士 (MBA) 的合作项目。

I. INTRODUCTION 介绍

A. UNM is an institution of higher education established by decree by the Territorial Legislature in 1889 with full legal standing. UNM's main responsibility is to serve the citizens of the State of New Mexico by providing educational opportunities at the post-secondary and graduate level; to foster and conduct scientific and humanistic research; to give adequate knowledge and understanding to the highest possible number of citizens to become responsible members of a democratic society; and to provide other services that increase the general culture and well-being of the people.

美国新墨西哥大学 (UNM) 是一所公立大学, 始建于 1889 年。UNM 主要职责是向新墨西哥州的居民提供本科和研究生水平的学习机会, 促进并开展科学及人文研究, 为尽可能多的城市居民提供充实的知识储备, 使之能够为民主社会贡献力量, 同时也能够提供提高大众文化水平和居民幸福指数的其他服务。

B. BHU which was established in February 1950, is a comprehensive university administered by Liaoning Province government. BHU is located in Jinzhou City, Liaoning Province, China. BHU has established 16 sub-level colleges administering 44 programs for bachelor's degree and programs for associate degree. BHU owns 16 programs for Level-1 master's degree, 71 programs for Level-2 master's degree, and 5 programs for professional master's degree, and such programs range from philosophy to Economics, Laws, Education, Humanities, History, Science, Engineering, Management and Arts. There are now more than 25,000 postgraduates and full-time college students. By designing "BoHai University Elite Development Outline

from 2015 to 2035", BHU will enter into the Top 100 National Best Higher Schools for its multiple performances, and will make itself into the 1st tier national university with its own characteristics by 2030 when it will usher in its 80th anniversary.

渤海大学 (BHU) 建于 1950 年 2 月, 是辽宁省政府主办的综合性大学, 位于渤海之滨的历史文化名城辽宁省锦州市。渤海大学设有 16 个二级学院, 44 个本科招生专业, 拥有 16 个一级学科硕士学位授权点, 71 个二级学科硕士学位授权点和 5 个专业硕士学位授权点, 涵盖经、法、教、文、史、理、工、管、艺等学科门类, 现有硕士研究生、本专科全日制在校生 25000 余人。学校制定了《渤海大学卓越发展规划纲要 (2015--2035) 》, 到 2030 年即建校 80 周年, 将渤海大学建设成为国家特色一流大学, 进入全国高校百强行列。

C. This agreement sets forth the rights and responsibilities of the Parties for the Program.

本协议规定了双方的权利和责任。

II. THE PROGRAM 合作项目

BHU and UNM hereby agree to form a collaborative relationship to establish and implement a 3+1 Bachelor of Business Administration and 3+1+1.5 Master of Accounting or MBA Degree Cooperative Program.

BHU 和 UNM 特此同意建立合作关系共同完成 3 + 1 工商管理学士、3 + 1 + 1.5 会计硕士及 MBA 合作项目。

A. **The 3+1 cooperative program** is for BHU students who first complete three years of undergraduate study at BHU, and then enroll at UNM as visiting students for 1 year in order to complete their BHU degree. ASM will inform BHU on a timely basis of the maximum number of BHU students that can enroll in the 3+1 Program each year.

3 + 1 合作项目要求 BHU 学生首先在本校完成三年的本科学习, 然后在 UNM 作为交流学习 1 年以便获得 BHU 的学士学位。安德森管理学院 (ASM) 会及时告知 BHU 每年度可以参加 3+1 项目的学生人数。

B. **The 3+1+1.5 cooperative program** is for BHU students who first complete three years of undergraduate study at BHU, and then enroll at UNM as graduate students for 1 year in order to complete their BHU degree before applying for UNM's Master's degree program. Master's applicants must meet all applicable ASM admission requirements. ASM will inform BHU on a timely basis of the maximum number of BHU students that can enroll in the 3+1+1.5 Program each year.

3 + 1 + 1.5 合作项目要求 BHU 学生首先在本校完成三年的本科学习, 然后学生研究生入学前在 UNM 学习一年以便获得 BHU 的学士学位。学生在获得学士学位后方可申请 UNM 的硕士学位。硕士学生申请者必须符合 ASM 所有入学要求。ASM 会及时告知 BHU 每年度可以参加 3+1+1.5 项目的学生人数。

In an academic year, UNM has two (fall and spring) terms lasting 16 weeks including 1 exam week, and a summer term of 8 weeks. A total of 45 hours of course work is required for a regular 3-credit course and the Master's degree requirement is 33 credit hours.

UNM 每个学年有两个学期(秋季和春季), 每学期为 16 周, 包括 1 个考试周和 8 周的夏季学期。通常每门课程为 45 小时, 记 3 学分, 获得硕士学位要求修满 33 学分。

III. REPRESENTATIONS 代表

UNM represents and certifies that it is a public institution of higher education in the State of New Mexico, USA, and has the legal capacity to enter into this agreement.

UNM 保证该大学是美国新墨西哥州的一所公立大学，具有签署本协议的法律行为能力。

BHU represents and warrants that it (1) is an educational entity in good standing in the People's Republic of China and has the legal capacity to enter into this agreement; and (2) has obtained all necessary approvals and rights required by applicable laws, rules and regulations necessary to enter into, and perform under, this agreement.

BHU 保证：（1）BHU 是中华人民共和国一个具有良好信誉的教育实体，具有签署本协议的法律行为能力。（2）已经知晓本协议的相关法律规定及享有的权利，并愿意执行并遵守本协议的相关规定。

IV. PROGRAM COORDINATION AND MANAGEMENT 项目协调与管理

1. Professor Robert Luo is the Program Coordinator and contact person at UNM for all communication with BHU related to this Program.

罗欣教授是此项目 UNM 方的负责人，负责和 BHU 所有的沟通与联络工作。

2. Mr. Baoyu Li is the Program Coordinator and contact person at BHU for all communication with UNM related to this Program.

李宝玉先生是此项目 BHU 方的负责人，负责和 UNM 所有的沟通与联络工作。

V. RESPONSIBILITIES OF BHU 渤海大学责任

The BHU students who are recruited and enrolled in the 3+1 or 3+1+1.5 Cooperative Program shall be subject to all BHU processes, procedures, policies and protocols when enrolled in the BHU component of the program.

BHU 招募的参加 3 + 1 或 3 + 1 + 1.5 合作项目的学生须通过 BHU 关于此项目的各个流程的审核，满足条件方可入选。

1. BHU will pre-select students in the Program who have met the following minimum qualifications for transfer admission into the second stage of the Program:

BHU 需对参加此项目的学生进行预选，以便学生能够进入第二阶段的考核，预选要求如下：

- a. Bachelor Program: A minimum score of 6.0 on IELTS or 68 on TOEFL.

学士学位项目：雅思不低于 6.0，或者托福成绩不低于 68 分。

- b. Master's Program: A minimum score of 6.5 on IELTS or 79-80 on TOEFL.

硕士学位项目：雅思不低于 6.5，或者托福成绩不低于 79~80 分。

- c. Master's Program: A minimum score of 500 on GMAT or the equivalent on the GRE.

硕士学位项目：GMAT（经企管理研究生入学考试）不低于 500 分(或同等水平的 GRE 分数)。

- d. Submit all student application materials to UNM no later than 1 April for August admission.

对于 8 月份入学的学生，提交所有学生申请材料的日期不迟于每年 4 月 1 日。

Once in the program, students may not receive a grade of C or below in more than two courses (including the BHU and UNM components of the program). ASM will monitor

students' compliance with this grade requirement. Students are subject to all applicable UNM policies and procedures when enrolled in the UNM component of the program.

一旦入选此项目，学生成绩为 C 及以下的课程最多不超过两门（包括 BHU 及 UNM 项目学习内容）。ASM 将对学生学习成绩进行监管。入选学生需遵守 UNM 就此学习项目的政策及规程。

2. BHU shall maintain all academic standards and offer equivalent courses pre-approved by UNM to the students in the Program.

BHU 应保持所有参加此项目学生的学术水平并为学生提供经 UNM 预先核准的相应课程。

3. BHU shall maintain academic records of all students in the Program and issue transcripts upon students' request or the request of UNM.

BHU 应保留所有参加此项目学生的学习成绩，并根据学生需求或 UNM 需要可以提供学生成绩单。

4. BHU shall provide an equal level of academic rigor, standards and benefits to the students in the Program as it does to BHU's other students, including but not limited to issuing student identification cards and providing full access to the library and other student facilities.

BHU 应该像对待其他在校学生一样，在学术严谨性、学术水平、学生福利上为参加此项目的学生给与相同水平的待遇，包括但不限于办理学生证、提供图书馆及其他学生设施。

5. BHU shall assist all students through the preparation and orientation process before departing for UNM.

BHU 应协助所有学生在前往 UNM 之前，做好准备工作，熟悉相关流程。

6. BHU shall communicate with UNM on a timely manner about program-related matters.

BHU 应就此项目相关问题和 UNM 做好及时有效的沟通。

7. AT NO TIME SHALL BHU:

BHU 无论何时都不可以：

- a. Represent itself as a UNM entity, agent or representative.
单方全权代表 UNM。
- b. Suggest to prospective students or current students that they can come to UNM on a student visa with a primary purpose other than Full-Time Study.
建议学生可以到 UNM 学习以便获得学生签证，而不是进行全日制学习。
- c. Compare UNM or the Program to any other educational institution or its programs.
将 UNM 或此项目和其他教育机构及其项目做比较。
- d. Make any representation that UNM is or is not associated with any other educational institution.
宣传任何 UNM 是否与其他教育机构有关的信息。
- e. Facilitate applications for prospective students who do not satisfy or comply with UNM admission requirements.
帮助那些不符合或不满足项目学习条件的学生申请加入此项目。
- f. Offer any guarantees to prospective students or students about, e.g., whether they will be granted a student visa; whether they will be admitted to the Program; or the likelihood of obtaining financial aid or scholarships.



向相关学生提供任何担保，例如：她们是否会被授予学生签证，是否可以参加此学习，或获得资助或奖学金的可能。

- g. Use any registered or unregistered UNM Marks without prior written authorization from UNM. "Marks" means logos, trademarks, service marks, designs, and other intellectual property rights that belong to, are owned by, are licensed to, or carry the name of UNM.

在没有事先得到 BHU 书面授权的情况下，使用任何注册或未注册的 BHU 的标志。“标记”包括标志、商标、服务标志、图案、和其他归属于 BHU 或由该大学注册的知识产权，或携带学校的名字。

VI. RESPONSIBILITIES OF UNM 新墨西哥大学的责任

- 1. ASM and the International Admissions section of the Global Education Office (GEO) shall review student applications in a timely manner and issue an acceptance letter to students who have met all applicable admission requirements to enroll at UNM for the Program. ASM will encourage students who do not meet the English language proficiency requirement to enroll in intensive ESL courses at the UNM Center for English Language and American Culture.

ASM 和全球教育办公室国际招生部 (GEO) 应及时审查学生申请并向已符合入学要求的学生发出录取通知书。ASM 将鼓励没有达到英语语言要求的学生到 UNM 英语和美国文化中心(CELAC)参加 ESL 课程，以便加强对英语和美国文化的学习。

- 2. GEO shall grant and allow students to transfer 12 units for all pre-approved equivalent courses to satisfy certain core or prerequisite courses of the MACTT or MBA degree. GEO 应同意和允许申请 MACTT 或 MBA 学生所有经 UNM 审核的 12 学分进行学分置换，以便获得相应分数。

- 3. UNM shall be responsible for issuing admitted students a formal letter of admission and certificate of eligibility form (I-20 or DS-2019) for the students to obtain a U.S. F-1 or J-1 Student Visa, as applicable. The form will be issued within two weeks of submission of all required documents (including required proof of finances). Individual students are responsible for paying related SEVIS and visa fees. Students are also required to pay application fees via the on-line application system and the Immigration Processing Fee assessed when they enroll in their first semester at UNM.

UNM 负责为已经录取的学生发放正式的录取信及入学资格证书 (I-20 或者 DS-2019) 用以获得美国 F-1 或 J-1 签证。本表格将在学生提交所有必需的文件 (包括财务证明) 后 2 周内发出。学生有责任支付相关的服务费和签证费。学生在参加第一学期学习时还需要通过网上申请系统缴纳申请费和移民处理费。

- 4. GEO shall provide student services including international student check-in and orientation.

GEO 为学生提供包括国际学生注册和新生指导在内的相关服务。

- 5. ASM will provide institutional information for the development of marketing and recruitment materials. Such information and any publications or materials provided will be used for the sole purposes of the Program.

ASM 为合作项目的市场开发和招生宣传提供学院信息。这些信息和出版物或材料将仅可用于此项目。

6. AT NO TIME SHALL UNM:

UNM 无论何时都不可以:

- a. Represent itself as a BHU entity, agent or representative.
单方全权代表 BHU。
- b. Compare BHU or the Program to any other educational institution or its programs.
将 BHU 或此项目和其他教育机构及其项目做比较。
- c. Make any representation that BHU is or is not associated with any other educational institution.
宣称任何 BHU 大学是否与其他教育机构有关的信息。
- d. Use any registered or unregistered BHU Marks without prior written authorization from BHU. "Marks" means logos, trademarks, service marks, designs, and other intellectual property rights that belong to, are owned by, are licensed to, or carry the name of BHU.

在没有事先得到 BHU 书面授权的情况下, 使用任何注册或未注册的 BHU 的标志。“标志”包括徽标、商标、服务标志、设计、和其他归属于 BHU 或由该大学所拥有、所授权注册的的知识产权, 或携带学校的名字。

VII. FINANCIAL RESPONSIBILITIES 财务责任

1. No monetary consideration will be exchanged between BHU and UNM.
BHU 和 UNM 不存在货币交换因素。
2. BHU students admitted as undergraduate students to the 3+1 Program and continuing their studies at UNM will enroll as full-time international students with a minimum course load of 12 credit hours per semester to comply with U.S. immigration law.
BHU 参加此次 3 + 1 项目本科生, 将作为全日制留学生在 UNM 继续学习。根据美国移民法, 每名学生每学期所修课程应不低于 12 学分。
3. BHU students admitted as graduate students to the 3+1+1 Program and continuing their studies at UNM will enroll as full-time international students with a minimum course load of 9 credit hours per semester to comply with U.S. immigration law. In order to complete the Program in a timely manner, students may need to enroll in more than 9 credit hours.
BHU 参加此次 3+1+1.5 项目本科生, 将作为全日制留学生在 UNM 继续学习。根据美国移民法, 每名学生每学期所修课程应不低于 9 学分。为了及时完成课程, 学生所修课程可能需要超过 9 学分。
4. The tuition and mandatory fees per credit hour for non-resident undergraduate and graduate students are subject to annual review and adjustment.¹ The per-credit-hour tuition and mandatory fees do not include room, board, text books, any special course fees or routine administrative fees, required health and accident insurance, or other incidental and personal costs.

¹ The UNM Board of Regents sets tuition and mandatory fee rates each spring. These rates are available at <http://bursar.unm.edu/>.

UNM 学费和必缴费用标准由大学董事会在每年春季制定并公布, 请至网站 <http://bursar.unm.edu/> 查询。



非本州(指新墨西哥州)的本科生和研究生每学分的学费和必缴费用将每年更新与调整(脚注 1)。每学分的学费和必缴费用不包括住宿费、餐费、书费、任何特殊课程的费用或日常行政管理费用, 以及所需的健康和意外保险费, 或其他附带和个人消费。

5. Both Parties are not authorized to and shall not accept payments from any potential students, or persons representing potential students, on behalf of the other party or for any other reason. Potential students shall make any and all payments for the costs of attendance, application or other costs, fees or other services related to their interest in becoming a University student directly to UNM or BHU, as applicable.

合作双方都无任何理由代表对方收取对方学生或学生代理人的学费及其他费用。学生必须亲自向所要就读的学校支付全部的学费、申请费及其他费用。

VIII. RECORDS MAINTENANCE 记录保存

1. Both UNM and BHU shall maintain students' transcripts and records and other evidence, which sufficiently and properly reflects all performance of the services described herein. These records shall be subject to inspection, review, or audit by personnel of either party, other personnel duly authorized by either party, or officials so authorized by law. BHU students need to request their UNM transcript upon completing the Program.

双方应保存好学生成绩单, 档案记录及其他证明。这是反映所就读学校服务质量的有效方式。这些记录将用于任何一方的审计人员、经双方正式授权人员、或法律授权人员进行检查或审查。BHU 学生在完成 UNM 学习项目后应该获得他们的成绩单。

2. Records and other documents, in any medium, furnished by one party to this Agreement to the other party will remain the property of the furnishing party, unless otherwise agreed. To the extent permitted by law, the receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond to the degree permitted by applicable law. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

任何一方根据本协议提供给对方的记录和其他文件, 在没有其他约定的情况下, 对记录及其他文件仍具有所有权。在法律允许的范围内, 没有第一时间告知材料提供方并得到合理回复的前提下, 接受方不得向任何第三方透露或提供该材料。每一方将利用合理的保护程序对材料进行保护, 保证对方提供的记录和文件不会因失误给透露给第三方。

IX. DISCONTINUANCE OF THE PROGRAM 项目终止

1. This agreement shall remain in force for five (5) years from the date of the last signature below and shall automatically renew for successive five-year terms unless terminated as provided below. Both universities will review the agreement every five years. It may be terminated by either or both parties by written notice that is provided at least ninety (90) days prior to the start of the new recruiting cycle. Should this agreement expire or be terminated, students already in the Program shall be allowed to complete the Program under the terms and conditions of this agreement.

本协议将在最后签字之日起五年内有效，并将自动更新每五年续签一次。除非有以下原因导致协议终止：这两所大学每五年就要审查一次该协议。当单方或者双方在至少新一轮招生周期开始前 90 天之前提供书面通知，方可终止此协议。如果该协议到期或终止，学生根据该协议相应条款应被允许完成该学习项目。

2. Upon the expiration or termination of this agreement, each Party shall immediately cease making any representations of any collaboration between the Parties, except as is necessary to conclude pending application(s) or while admitted and enrolled students complete the Program. The expiration or termination of this agreement does not affect any accrued rights or remedies of either Party.

本协议到期或终止后，双方应立即停止一切合作项目，除非是必要的结束未决申请或已经录取入学的学生方可完成该学习项目。本协议到期或终止不影响任何一方的任何既有权利或补救措施。

X. DISPUTE RESOLUTION 争议解决

The Parties will make a good faith effort to settle amicably, through direct negotiations between them, any dispute, difference, controversy or claim (“Dispute”) arising under, out of, or relating to this Agreement and any subsequent amendments of this Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach, or termination, as well as non-contractual claims.

双方将通过直接谈判诚信努力友好地解决一切关于任何和本协议相关的协议外一些问题的争议,意见不同,索赔等问题,及本协议的后续修改等问题,包括但不限于其形式、有效性、约束效力、对协议的解释、履行、违约或终止,以及非合同索赔等。

XI. MISCELLANEOUS 其它事项

1. Non-Exclusive Agreement. This is a non-exclusive agreement, and either Party may contract with third parties to provide other similar programs.

非排他性协议。这是一个非排他性协议，任何一方均可与第三方签订提供类似项目的协议。

2. No Agency or Partnership Relationship. It is expressly understood that no employee, agent, partner, or representative of either Party is an employee, representative, partner, or agent of the other Party:

- a. Each Party performs under this agreement as an independent contractor, and has no authority to represent or bind the other Party.



- b. No Party's employees are entitled to unemployment or workers' compensation benefits from the other Party.

无代理或合伙关系。据了解，没有任何一方的雇员、代理人、合伙人或代表是另一方的雇员、代表、合作伙伴或代理人：

每一方在执行本协议时都是独立的订约人，并无权代表或绑定另一方。

任何一方的员工都无权从另一方获得失业或员工的补偿福利。

3. Assignment. The Parties shall not assign this agreement or any right or duty under this agreement without the prior written consent of the other Party, which can be withheld at its discretion. Any request for such consent shall be accompanied by the proposed written assignment.

协议转让。未经另一方事先书面同意，任何一方不得将本协议或协议的任何权利及义务转让给第三方。任何类似请求，须得到对方的书面形式的许可方可执行

4. Subcontracting. Both Parties shall not subcontract to any other person, entity or agency the performance of any of its obligations under this agreement without the prior written consent of the other Party, which may be withheld at its discretion. Any request for such consent shall be accompanied by the proposed written agreement between the other Party and the third party in question.

分包。未得到另一方事先书面同意，任何一方不得将其在本协议项下的任何义务的履行分包给任何其他人、单位或机构履行其自由裁量权。任何此类同意的请求，须随附另一方与第三方提出的书面协议。

5. No Endorsement. Nothing contained in this agreement shall be construed as conferring on any Party, any right to use the other Party's name as an endorsement of any product or service or to advertise, promote or otherwise market any product or service without the prior written consent of the other Party. Furthermore, nothing in this agreement shall be construed as an endorsement of any commercial product or service by either Party, its officers or employees.

不被认可。本协议中的任何内容均不得解释为授权任何一方，任何一方在未经另一方事先书面同意的情况下，都无权使用对方名字用于任何产品或服务推广、广告宣传等。此外，本协议中的任何内容都不可以被其中一方的人员作为商品、服务。

6. No Third-Party Beneficiaries. Nothing in this agreement shall be construed to create a legal right in any Program participant or other third party to enforce its terms or to subject either Party to liability to any participant or other third party for any failure to comply with its terms.

没有第三方受益人。本协议不可以让任何一方授权第三方执行其条款，也不能由第三位为其承担不遵守其条款的责任。

7. Entire Agreement. This agreement sets forth the entire agreement between the Parties with respect to the subject matter herein. No modification or amendment to this agreement shall be binding upon the Parties unless made in writing and duly executed by authorized representatives of both Parties.

完整协议。本协议阐明了协议双方的所有责任和义务，任何一方不得擅自修改。任何改动都需要协议双方代表的正式书面授权方可执行。

8. Force Majeure. Neither Party shall be liable for any delays in the performance of any of its obligations hereunder due to causes beyond its reasonable control, including but not limited to fire, strike, war, riots, acts of any civil or military authority, acts of God, judicial action, unavailability or shortages of labor, materials or equipment, enrollment restrictions ordered by UNM, or failure or delay in delivery by suppliers or delays in transportation.

不可抗因素。任何一方都不承担应因遇到不可控因素而导致其延迟履行义务，其中包括但不限于火灾、罢工、战争、暴动、任何民事或军事行为、意外，行为，劳动力、材料或设备的不可用或缺，UNM 的招生限制，或由运输供应商导致的延迟交货等问题。

9. Invalidity and Severability. If any of the provisions of this agreement are determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provisions shall be severed from the agreement, and the remaining provisions shall remain in full force and effect; provided, however, that with respect to any material provision so severed, the Parties shall negotiate in good faith to achieve the original intent of such provision.

无效和可分割性。如果本协议的任何条款被由有管辖权的法院判定为无效，非法或不可执行，该规定从协议分离，而其他条款应继续有效；但是，对于此部分内容，双方应通过真诚的协商，以实现这部分内容的初衷。

XII. LIABILITY 债务责任

Each Party acknowledges that it will be responsible for claims or damages arising from personal injury or damage to persons or property to the extent they result from negligence or willful misconduct of its employees or agents. The liability of UNM shall be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et seq. NMSA 1978, as amended.

协议双方需知晓，由其中一方雇员或代理人的疏忽或故意的不当行为而引起的人身伤害或财产损失，对方有权要求其进行索赔或承担相应的赔偿责任。在任何情况下墨西哥大学的责任问题，可参考新墨西哥州侵权索赔法（NMSA1978 修订版）第 41-4-1 部分。

XIII. NOTICES 注意事项

All notices under this agreement must be in writing and sent by electronic mail as follows:

本《协议》项下的所有通知必须以书面形式发送的电子邮件到如下地址：

Professor Robert Luo

罗欣教授

University of New Mexico

新墨西哥大学

Anderson School of Management

安德森商学院

1924 Las Lomas NE

Albuquerque, NM 87131 USA

美国新墨西哥州阿尔伯克基市，Las Lomas NE 路 1924 号，
邮编 87131

Director Baoyu Li

李宝玉处长

BoHai University

渤海大学

Business Department

企业社会处

No. 19 Keji Road, Songshan District,

Jinzhou, Liaoning Province, P.R. China

(Postcode121013)

中国辽宁省锦州市松山区科技路 19 号，邮编
121013

Any changes to the above contact information must be promptly provided to the other Party. Notices shall be deemed to have been delivered at the time of confirmation of receipt.
如需更改上述通讯方式应及时告知对方。该通知发到收件人最后通讯地址，即视为已经送到。

XIV. LANGUAGES USED IN THIS TEXT AND AGREEMENT 协议语言

For purposes of this agreement, all communication will be in English. This Agreement is written in English and translated into Chinese paragraph by paragraph. Any conflict between the English and Chinese texts will be resolved in favor of the English text.

为顺利达成协议目标，本协议所有沟通语言为英语。此协议由英文书写，并逐段译为中文，如有争议则以英文版本为准。

XV. CONCLUSION 结论

This agreement shall be effective when signed by all signatories. Signatures below indicate acceptance of the terms, conditions, and responsibilities contained herein.

此协议在双方签字后生效。签字后即被视为接受协议中一切条款及各自要履行的责任与义务。

Regents of the University of New Mexico
美国新墨西哥大学董事会



Prof. Craig White, Dean
克莱格·怀特 院长
Anderson School of Management
安德森管理学院

Date: 8-5-16
日期

BoHai University
渤海大学

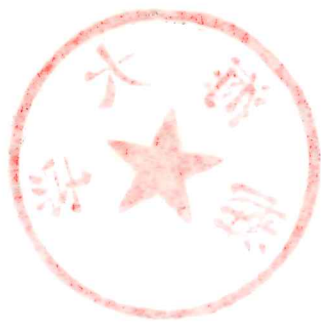


YANG Yandong, President
杨延东 校长



Date: _____
日期





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