

**Specific Agreement for Exchanges Between  
The University of New Mexico, Albuquerque, NM, USA and  
Capital University of Economics and Business, Beijing, China  
美国新墨西哥大学与中国首都经济贸易大学交换生合作协议**

The Regents of the University of New Mexico and Capital University of Economics and Business, recognizing the value of educational exchanges, enter into this Exchange Agreement.  
新墨西哥大学校董事会与首都经济贸易大学双方认同教育交流的价值，经友好协商，达成以下合作协议。

**1. Definitions.**

**1. 定义**

- a. "Home institution" means the institution at which the student intends to graduate or the faculty or staff member is employed.
  - 1.1 "派出学校"是指派出学生或教职工的一方。
- b. "Host institution" means the institution that receives exchange students, faculty, or staff from the home institution.
  - 1.2 "接收学校"是指接收学生或教职工的一方。
- c. "Semester, session, or academic year" means the period relevant to the host institution's academic calendar.
  - 1.3 "学期或者学年"是指接收学校的相关校历期。

**2. Purpose.** The purpose of this Agreement is to establish educational relations and cooperation between the parties that will promote academic linkages and mutual understanding. Student exchanges are intended to allow enrollment in host-institution courses for academic credit that will be transferred and applied to the student's home institution degree. Faculty and staff exchanges are intended to promote collaboration.

**2. 目的。**本协议的目的是双方建立教育合作关系，促进学术交流和相互理解。并且双方院校可实现学分互认。教职工的交流交换可促进双方合作。

**3. Responsibilities of the Parties.** The parties agree:

**3. 双方责任。**协议双方同意：

- a. To take all reasonable measures to implement this Agreement as permitted by available funding and personnel.
  - 3.1 在所允许的财力及人力范围内，采取一切合理的措施落实本协议。
- b. To accept and enroll exchange students as full time, "non-award," or "non-degree-status" students for the duration of their exchange.
  - 3.2 接收并录取交换学生作为全日制学生，学生在其交换期间为“非学位”状态。
- c. To communicate with each other on a timely basis about, e.g., course availability, enrollment limitations and restrictions, any applicable fees, etc.
  - 3.3 双方应及时与对方沟通，例如，课程安排，入学要求，费用等。
- d. To send completed exchange applications to the host institution by published deadlines. The host institution will determine whether to admit exchange applicants.
  - 3.4 在接收学校规定的截止日期前完成递交交换申请。接收学校将决定是否录取申请交换的学生。
- e. To verify that incoming students have sufficient funds for their exchange.
  - 3.5 验证学生提交的交换生财产证明。

- f. To provide exchange students the same academic resources and support services available to all students at the host institution.  
3.6 为交换学生提供与接收学校其他学生同等的教学资源和支持服务。
- g. To provide each student's transcript to the home institution with the student's consent.  
3.7 经学生申请后，接收学校将学生成绩单提供给派出学校。
- h. To make reasonable efforts to involve equal numbers of students from each institution over the period of this Agreement.  
3.8 在本协议期间，双方应努力确保双方机构提供数量相等的交换生。
- i. That each party (1) will comply with all data protection and privacy laws applicable in its respective jurisdiction; (2) will protect personal and sensitive data against loss, unauthorized disclosure and access; and (3) will take appropriate technical and organizational measures to protect such data.  
3.9 各方应 1) 遵守本地相关适用的数据保护及隐私保护法；2) 防止私人及敏感信息丢失、外泄及未经授权的使用和公开；3) 运用适当的科技和组织保护此类数据。
- j. That the home institution will determine how much academic credit to grant a student for host-institution courses.  
4.0 派出学校将决定最多可接收的学分。

**4. Responsibilities of Students. Students must:**

**4. 学生职责。学生必须：**

- a. Get the home institution's prior approval for host-institution courses.  
4.1 征得派出院校的同意。
- b. Meet the host institution's applicable language-proficiency requirement.  
4.2 满足接收学校的语言要求。
- c. Obtain a copy of their host-institution transcript and submit it to their home institution on a timely basis.  
4.3 申请一份接收学校的成绩单，并及时的提交给派出学校。
- d. Comply with the host institution's applicable rules and procedures.  
4.4 遵守接收学校的规章制度。
- e. Meet all applicable host-country immigration and visa requirements on a timely basis.  
4.5 满足接收国家相关的出入境和签证要求
- f. Comply with all applicable host-country laws.  
4.6 遵守相关国家所有适用的法律法规。

**5. Numbers.** The parties shall make reasonable efforts to involve equal numbers of students from each institution over the term of this Agreement. Typically, up to 2 students from each institution will participate in the exchange program each year for one or two academic sessions. The parties will adjust this number as needed to reach an overall balance of incoming and outgoing students. In assessing balance, one student registering for two academic sessions is equivalent to two students registering for one academic session. Any imbalance in a given semester ideally should be corrected in the subsequent year. If an imbalance continues for more than three consecutive academic terms (including summers), the party that has received the larger number of incoming students has the option to operate the exchange on a one-way basis until the imbalance is corrected, whereupon it will resume operating on a reciprocal basis as described above.

**5. 人数。** 在本协议期间，双方应共同努力确保双方院校提供数量相等的交换生。通常，每年每个学校最多提供 2 名学生参加一个或两个学期的交换课程。为达到交换学生数

量的平衡，双方机构将根据需要对交换人数进行调整。在评估平衡的过程中，一名学生注册了两个学期的课程视为两名学生分别注册了一个学期的课程。在产生不平衡的情况时，最好在下一学期进行调整。如果不平衡的情况连续超过3个学期（包括夏季学期），接收学生多的一方可以停止继续接收学生，直到这种不平衡现象终止，届时再恢复正常。

6. **Selection and Enrollment of Students.** The home institution will nominate high-achieving students as exchange applicants. Subject to the approval of the host institution, undergraduate, graduate and post-graduate students may participate if:
  6. 筛选及招收学生。派出学校将选拔优秀的学生作为交换申请人。接收学校允许本科生和研究生参加本项目，条件为：
    - a. they have completed at least one year of study at their home institution;  
6.1 学生需在派出学校完成至少一年的学习。
    - b. they will be enrolled at their home and host institution for the full period of the exchange; and  
6.2 学生在交换期间，将被派出学校及接收学校同时注册为全日制学生。
    - c. both institutions deem them academically qualified to succeed and have approved their enrollment proposal.  
6.3 双方院校认可学生并批准交换申请。
7. **Financial Responsibilities of Host Institutions.** The host institution will provide the following at no cost to exchange students:
  7. 接收学校的学费。接收学校将为学生提供以下支持，并不向学生收取费用：
    - a. Waiver of tuition and mandatory fees  
7.1 减免学杂费
    - b. Orientation Program  
7.2 入学指导支持
    - c. Student services normally available to other host-institution students  
7.3 与其他本校学生相同的日常学生服务
8. **Financial Responsibilities of Students.**
  8. 交换生的财务责任。
    - a. Home institution tuition and fees  
8.1 派出学校的学杂费
    - b. Round-trip travel costs including passport, visa, etc.  
8.2 往返旅行费用，包括护照、签证费用
    - c. Books, class materials, supplies, etc.  
8.3 书，课程材料及其他日常花费
    - d. Any host-institution special course fees, laboratory fees, or recreation fees  
8.4 接收学校的特色课程费，试验费，或娱乐费
    - e. Living expenses (accommodation, food, transportation, personal expenses, tourism, etc.)  
8.5 生活支出（交通，住宿，食品，个人费用，旅游等）。
    - f. Administrative fees applicable to all incoming international students.  
8.6 适用于所有国际学生的管理费。
    - g. Health and accident insurance that meets host-institution requirements.  
8.7 国际学生健康保险和意外事故保险。
9. **Accommodation.** Incoming students may apply to live in the host institution's on-campus housing, but room availability is not guaranteed. Therefore, the host institution will make good faith efforts as needed to help students obtain off-campus accommodation within reasonable proximity. The host institution will provide all necessary information about housing options and application procedures with each student's notice of admission.

9. 住宿。交换生可以申请接收学校校内的宿舍，但学校无法保证一定有足够的宿舍房间。因此，接收学校将帮助交换生寻找在离校合理距离内的校外宿舍。接收学校将在录取通知书上提供必要的住宿选择信息和申请程序。
10. **Families.** A student's proposal to bring his or her spouse and/or dependents is subject to the host institution's approval. The exchange student will pay all additional costs.  
10. 学生家属。经接收学校批准后，学生可携带他/她的配偶或家属。所有额外的费用学生需自行承担。
11. **Faculty and Staff Exchanges.** The parties agree in principle to exchanges of faculty and administrative staff. The details will be negotiated in advance and will be governed by both parties' rules and policies. The parties are not responsible for any arrangements made by participants for exchange of accommodations, cars, etc.  
11. 教职工交换。协议双方原则上同意教职工交换。细节将提前协商，并遵守双方的规则和政策。双方不负责安排任何参与交换的教职工的住宿和交通等。
12. **Program Review.** The parties will evaluate the exchange program at least every two years to make any needed changes and to explore new opportunities for collaboration.  
12. 项目复核。双方将每两年评估一次交换项目，在必要的情况下进行调整和修改，并探讨新的合作机会。
13. **Direct Enrollment.** Students may apply for direct enrollment at the host institution through the regular admission process and must pay all required tuition, fees, and other applicable costs. This Agreement does not apply to direct-enrollment students.  
13. 单独招生。学生可直接通过接收学校申请入学，通过常规的录取过程，并且必须支付学费，杂费和其他申请费用。本协议不适用于单独招收的学生。
14. **Term, Renewal, Amendment, Termination, and Dispute Resolution.**  
14. 期限，更新，修改，终止，和争端解决
- a. This Agreement shall become effective for an initial term of five (5) years from the date of the last signature by the parties' duly authorized representatives and shall automatically renew for successive five-year terms unless terminated as provided below.  
14.1 双方合作期限为5年，协议自双方授权代表签署之日起生效。在协议不更改的前提下，本协议可自动延期5年。
- b. This Agreement may not be amended except by an instrument in writing signed by the duly authorized representatives of each party.  
14.2 未经双方法定代表人书面同意时，本协议不得修改。
- c. Either party may terminate this Agreement by giving the other party at least 180 days' written notice, but any students who have been accepted at either institution at the date of termination may complete their courses of study in accordance with this Agreement. Termination shall be without penalty.  
14.3 双方应提前至少180天书面通知另一方终止本协议。但在协议期限内（包括协议终止当天）已经被任何一方接受的学生可以继续完成学业，且任何正在进行中的合作项目均被作为特定项目根据相关协议继续完成。
- d. This Agreement is signed in good faith and in accordance with the administrative rules and procedures governing each party. Therefore, any dispute that may arise concerning its interpretation and implementation will be resolved amicably through negotiations.  
14.4 双方根据相关行政法规诚信签署本协议。因此，任何可能产生的争端将通过双方友好协商解决。

**15. Counterparts by Facsimile or Email.** This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

**15. 传真及电子邮件副本。**

此协议可包含多于两个副本,每个副本应被等同视为协议正本,所有副本及正本应包含相同内容。任何由一方用传真或电子邮件发送的签名也能够发挥其相应的法律效应。

**16. Notices.** All notices required hereunder shall be in writing and delivered by a duly authorized representative of the Party giving the notice and sent by email transmission to the following addresses. Either Party may change its email address for notice purposes by providing prior written notice to the other party. Any notice sent by email transmission shall be deemed to have been delivered at the time of confirmation of receipt.

**16. 注意。**本协议所有通知应采用书面形式,并由双方代表通过电子邮件的形式发送到以下地址。双方可发出书面通知更改其电子邮件地址。通过电子邮件发送的任何通知应在收件人确认接收时被视为已送达。

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This document memorializes the parties' entire agreement. The parties shall sign two (2) originals of this Agreement. Each party shall retain one original. This document was originally drafted in English and translated into Chinese, so any conflict between the two versions will be resolved in favor of the English version.

本协议记录双方的所有条款。协议双方应当签署两份份协议正本。协议双方各保留一份协议正本。此协议原始文本为英文,如有争议出现,以原始英文文本内容为准。

**The Regents of the University of New Mexico**  
新墨西哥大学校董会



Craig White, Interim Provost and Executive Vice  
President for Academic Affairs  
教务长及学术事务副校长

11/21/17

Date 日期

**Capital University of Economics and Business**  
首都经济贸易大学

Dr. Sun Haozhe, Vice President  
孙昊哲博士, 副校长



Date 日期

