

MEMORANDUM OF AGREEMENT FOR THE COOPERATIVE PROGRAM
合作项目备忘录协议

BETWEEN
THE REGENTS OF THE UNIVERSITY OF NEW MEXICO, USA
美国新墨西哥大学

AND
与

DONGBEI UNIVERSITY OF FINANCE AND ECONOMICS, THE PEOPLE'S
REPUBLIC OF CHINA
中华人民共和国东北财经大学

This Memorandum of Agreement (MOA) sets forth the terms and conditions between Dongbei University of Finance & Economics (DUFE) 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, Dongbei University of Finance & Economics and University of New Mexico shall be collectively referred to as "the Parties," and singularly referred to as "DUFE" or "UNM." This Program pertains to UNM's Master of Accounting and Master of Business Administration (MBA) degrees at the Anderson School of Management (ASM).

本备忘录所列条款与条件涉及东北财经大学（以下简称“东财”）与新墨西哥大学委员会（以下简称“新墨西哥大学”），协议双方在学术课程衔接合作关系下，合作提供硕士及学士学位合作项目（以下简称“合作项目”）。东北财经大学和新墨西哥大学以下合称“协议双方”，并单独分别简称为“东财”或“新墨西哥大学”。该项目涉及安德森商学院（ASM）开设的 UNM 的会计学硕士学位和工商管理硕士学位课程。

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.

新墨西哥大学是于 1889 年由领土立法机关确立完全法律地位的高等教育机构。新墨西哥大学的主要职责是：通过提供本科及研究生水平的教育服务新墨西哥州的公民；促进和进行科学和人文研究；向最大数量的公民提供足够的知识和理解力以成为民主社会的有责任的一员；并且提供其他社会服务以提高人均文化素养与福祉。

B. DUFE is situated in Dalian. The university, founded in 1952, is a multidisciplinary teaching and research institution with its academic programs focusing on economics, management, law, liberal arts and science. DUFE is a government-sponsored general higher education institution accredited by the Ministry of Education in China to offer bachelor, master and doctoral programs.

东北财经大学座落于大连，大学成立于 1952 年，是一个多学科的教学和研究机构，其学科包括经济学，管理学，法学，文科和理科等。东北财经大学是一所政府资助的普通高等院校并获中国教育部认可有资格提供学士、硕士及博士课程。

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

此备忘录阐明了此合作项目协议双方的权利和责任。

II. THE PROGRAM

合作项目

A. DUFE and UNM hereby agree to form a collaborative relationship to establish and implement a 0.5+1, 1+1, and 3+1+1.5 Master of Accounting or MBA Degree Cooperative Programs.

东北财经大学和新墨西哥大学同意合作建立并实现 0.5+1, 1+1, 3+1+1.5 模式下的会计硕士或工商管理硕士合作项目。

B. The 0.5+1 and 1+1 Programs are designed for DUFE students to complete the first half or one year of study at DUFE with graduate level courses, and the remaining period of study at UNM. UNM will give a credit exemption for certain UNM graduate programs to students who have completed the Cooperative Masters Program at DUFE. The total exempted credits are less than 30% of total credits for the UNM Master Degree programs. The maximum number of students that can enroll in the Program is 20.

通过 0.5+1 和 1+1 合作项目的的设计，学生可以在东财完成前半年到一年的研究生层次课程，然后在新墨西哥大学完成剩余课程。新墨西哥大学将为在东财完成该硕士合作项目课程的学生给予学分豁免。全部豁免学分不超过新墨西哥大学硕士学位课程总学分的 30%。合作项目录取学生上限为 20 人。

Under this Agreement DUFE will administer and develop 4 equivalent graduate level and English teaching Medium courses, and English training (as below) in China for students with an undergraduate degree in accounting or Business Majors:

协议双方承认与硕士合作项目相关的知识产权属于协议各方。在本协议下，东财将负责在中国管理并开发四门相当于研究生层次的英语授课课程及英语培训课程（如下），授课对象为会计及商科专业背景的本科学生：

English: academic study preparation and critical thinking (full year course, 72 hours of formal teaching contact)

英语：学术学习准备和批判性思维（学年课程，72 小时正式教学授课时间）

Accounting Concepts and Methods (half year course, 45 hours of formal teaching contact)

会计概念和方法（半学年课程，45 小时正式教学授课时间）

Economic Principles (half year course, 45 hours of formal teaching contact)

经济学原理（半学年课程，45 小时正式教学授课时间）

Principles of Finance (half year course, 45 hours of formal teaching contact)

金融学原理（半学年课程，45 小时正式教学授课时间）

Quantitative Methods (half year course, 45 hours of formal teaching contact)

定量分析方法（半学年课程，45 小时正式教学授课时间）

Once these courses are completed successfully, along with a fundamental managerial accounting class at either the undergraduate or graduate level, these students will then apply to the applicable program at UNM (Master of Accounting or MBA). The students who meet the requirements of the program will be awarded a Master of Accounting or MBA Degree issued by UNM. The program requirements for graduation may vary between 24 and 30 credit hours for Master of Accounting students depending upon the students' undergraduate coursework.

当学生完成上述课程，并同时在本科或者研究生层次完成基础管理会计课程后，可以申请新墨西哥大学相应的合作项目（会计学硕士或工商管理硕士）。达到合作项目要求的学生将被授予新墨西哥大学会计学硕士或工商管理硕士。会计学硕士合作项目的毕业要求将依据学生本科阶段学习的课程情况，完成 24 至 30 学分课时。

- C. The 3+1+1.5 cooperative program is for DUFEE students who first complete three years of undergraduate study at DUFEE, and then study at UNM for 1 year before applying to UNM's Master degree program. The maximum number of DUFEE students that can enroll in the Program is 10.

3+1+1.5 合作项目是指东财学生在完成前三年本科课程的学习后，作为交流学生进入新墨西哥大学学习一年后可申请新墨西哥大学的硕士学位课程。合作项目录取学生上限为 10 人。

UNM has two fall and spring terms of 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 degree requirement is 33 credit hours.

新墨西哥大学每年有秋季和春季两个学期，每学期 16 个教学周，其中包含一周考试周，与为期 8 周的夏季学期。普通 3 学分的课程要求 45 学时完成，硕士学位毕业要求修学 33 学分课时。

III. REPRESENTATIONS

代表和保证

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 MOA.

新墨西哥大学代表并保证它是在美国新墨西哥州的一个高等教育公共机构，并拥有订立本协议备忘录的法律资格。

DUFE 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 MOA; and (2) has obtained all necessary approvals and rights required by applicable laws, rules and regulations necessary to enter into, and perform under, this MOA.

东财代表并保证：（1）是在中华人民共和国有着良好声誉的教育实体，并拥有订立本协议备忘录的法律资格。并且（2）已取得适用法律、法规所规定的必要批文和权利以加入并执行该备忘录。

IV. PROGRAM COORDINATION AND MANAGEMENT

四、合作项目协调和管理

1. UNM will identify a Program Coordinator who will be the contact person at UNM for all communication with DUFE related to this Program.

新墨西哥大学将指定一名项目协调员作为新墨西哥大学与东财沟通合作项目相关事宜的联系人。

2. DUFE will appoint a Program Coordinator who will be the contact person at DUFE for all communication with UNM related to this Program.

东财将指定一名项目协调员作为东财与新墨西哥大学沟通合作项目相关事宜的联系人。

V. RESPONSIBILITIES OF DUFE

东财的责任

The students who are recruited and enrolled by DUFE's Study Abroad Training Centre in the 0.5+1 or 1+1 Cooperative-Masters Program shall be subject to all DUFE processes, procedures, policies and protocols, and will not registered as UNM students. Once these

students successfully complete their studies at DUFEE, they will apply to UNM for the second stage of the Program and register as UNM students.

东财招收与注册的 0.5+1 或 1+1 计划外合作硕士项目学生将注册为东财出国留学培训基地的学生而不具有新墨西哥大学学籍，并应遵守东财的流程、程序、政策和行为准则。学生在完成东财预备培训课程后，赴 UNM 留学并注册成为 UNM 学生，完成合作项目第二阶段的学习。

DUFEE will make sure that students in the Program will have the following minimum qualifications for transfer admission into the second stage of the Program:

东财将确保合作项目学生在转入新墨西哥大学进行第二阶段硕士学位课程时达到以下要求：

- a. A minimum score of 6.5 in IELTS OR a minimum score of 79 on TOEFL.
雅思至少 6.5 分或托福至少 79 分。
- b. A minimum score of 500 on GMAT or the equivalent on the GRE.
GMAT 至少 500 分或达到对应程度的 GRE 考试分数。
- c. Submit all student application materials to UNM no later than 01 April for August admission.
如申请八月开学季，则需在四月一日前将全部学生申请材料提交至新墨西哥大学。

Once in the program, students may not receive C's in more than two courses (including the DUFEE and UNM components of the program). Students are subject to all applicable UNM policies and procedures when enrolled in the UNM component of the program.

一旦加入合作项目，学生获得 C 的课程门数不得超过两门（包括合作项目中东财和新墨西哥大学各部分的学习）。学生进入新墨西哥大学阶段的项目学习后，将受到所有新墨西哥大学政策和程序的约束。

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

东财应保证学术课程标准并向合作项目学生提供由新墨西哥大学预先认可的学术课程。

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

东财应保留所有项目学生学术课程成绩记录，并应为学生或新墨西哥大学要求出具成绩单。

4. DUFEE shall provide an equal level of academic rigor, standards and benefits to the students in the Program as it does to DUFEE's other students, including but not limited

to issuing student identification cards and providing full access to the library and other student facilities.

东财应向项目学生提供与其他东财学生同等的学术严谨性、标准和权益，包括但不限于办理学生证和图书馆及其他学生设施的使用资格。

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

东北财经大学在学生前往新墨西哥大学前，协助所有学生完成准备和介绍工作。

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

东北财经大学与新墨西哥大学就项目相关事宜进行及时沟通。

7. AT NO TIME SHALL DUFE:

任何情况下，东财不得：

- a. Represent itself as a UNM entity, agent or representative.
将自己作为新墨西哥大学的一个实体、代理或代表。
- 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.
暗示未来的学生或在读学生持学生签证来新墨西哥大学可以从事以非全日制学习为主要目的的其他活动。
- c. Compare UNM or the Program to any other educational institution or its programs.
将新墨西哥大学或合作项目比作其它教育机构或他们的课程。
- d. Make any representation that UNM is or is not associated with any other educational institution.
表示新墨西哥大学与任何教育机构相关或不相关。
- e. Facilitate applications for prospective students who do not satisfy or comply with UNM admission requirements.
协助不满足新墨西哥大学录取要求的学生进行申请。
- 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.
对未来的学生或在读学生是否能够获得学生签证；是否能够进入合作项目；或者获得财政支持或奖学金的可能性做出任何承诺或保证。
- 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.
未经新墨西哥大学的书面允许，擅自使用已注册或未注册的新墨西哥大学的标志。标志包括徽标、商标、服务标志、设计，及其他属于新墨西哥大学或被新墨西哥大学所拥有、所授权或带有新墨西哥大学名称的其他知识产权。

VI. RESPONSIBILITIES OF UNM

六、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 admission requirements to enroll at UNM for the Program.

德森商学院和国际教育办公室的国际生录取部门应该及时审核学生申请并为达到新墨西哥大学合作硕士学位项目录取要求的学生出具录取信。

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.

国际教育办公室应承认在其预先认可的学术课程中学生所取得的 12 学分，来满足会计学硕士或工商管理硕士核心或先修课程的要求。

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 Student Visa. 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.

新墨西哥大学负责向录取学生出具录取通知书及学生获得美国 F1 学生签证所需的资格表 (I-20 或 DS-2019)。相关表格将在学生提交全部所需申请材料 (包括资金证明) 后两个星期内出具。学生个人负责支付相关 SEVIS 和签证费用。学生还需通过在线申请系统支付申请费用并在注册进入新墨西哥大学第一学期课程时支付入境手续费。

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

国际教育办公室还将为学生提供国际学生入住及学校介绍等服务。

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 0.5+1 or 1+1 Master Degree Program.

安德森商学院将为合作项目的市场开发及招生宣传材料提供机构信息。这些信息及出版物或提供的材料仅供 0.5+1 或 1+1 硕士学位课程使用。

6. AT NO TIME SHALL UNM:

任何情况下，新墨西哥大学不得：

- a. Represent itself as a DUFE entity, agent or representative.
将自己作为东财的一个实体、代理或代表。
- b. Compare DUFE or the Program to any other educational institution or its programs.
将东财或合作项目与其它教育机构或他们的课程做比较。
- c. Make any representation that DUFE is or is not associated with any other educational institution.
表示东财与任何教育机构相关或不相关。
- d. Use any registered or unregistered DUFE Marks without prior written authorization from DUFE. "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 DUFE.
未经东财的书面允许，擅自使用已注册或未注册的东财的标志。标志包括徽标、商标、服务标志、设计，及其他属于东财或被东财所拥有、所授权或带有东财名称的其他知识产权。

VII. FINANCIAL RESPONSIBILITIES

财务义务

1. No monetary consideration will be exchanged between DUFE and UNM.

东财和新墨西哥大学之间将不存在财务往来。

2. DUFE students admitted to the 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 one year, students may need to enroll in more than 9 credit hours. Tuition and fee rates are subject to annual review and adjustment.¹ The tuition and 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.

录取到合作项目并在新墨西哥大学继续学习的学生，根据美国移民法案，将被录取为全日制国际学生，每学期课时量不少于 9 课程学时。为在一年内完成合作项目课程，学生需每学期修学超过 9 学时课程。学费具体数额每年进行审核和调整。每学分学时学费中不包含住宿、食膳、教材、特殊课程和正常管理费用、必要的健康与意外保险，或其他附带的和个人的费用。

¹ The UNM Board of Regents sets tuition and fee rate each spring. These rates are available at <http://bursar.unm.edu/>. 大学委员会每年制定学费及其它收费标准。收费标准可以通过以上网址查询。

3. 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 DUFÉ, as applicable.

协议双方无权且不应向可能录取学生或代表可能录取学生的人以对方的名义或以其他原因收取任何费用。申请学生应该将所适用的所有费用包含上课费、申请费和其他服务费直接交给新墨西哥大学或东北财经大学。

VIII. RECORDS MAINTENANCE

资料保存

1. Both UNM and DUFÉ 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. DUFÉ students need to request their UNM transcript upon completing the Program.

新墨西哥大学和东财应分别保存学生的成绩单、学习记录或其他证明，以充分并且恰当的反映此备忘录中提到的服务履行情况。这些资料可以由任一协议方的人员进行检查、审核或稽核，或由通过任一协议方或管理者的授权以及得到法律授权的人员。东财留学基地的学生可在完成合作项目时申请新墨西哥大学的成绩单。

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.

以任何媒介或方式由本协议一协议方提供的成绩记录或其他文件，除另作约定外，其所有权归提供方所有。在法律允许范围内，资料的接收方不得在未提前通知提供方并给其相关法律允许的合理反应时间的前提下向第三方透露或使第三方获得这些资料。协议方应使用合理的安全程序和保护程序以保证另一方提供的成绩记录或文件不因过失而被披露给第三方。

IX. DISCONTINUANCE OF THE PROGRAM

合作项目的终止

1. This MOA shall remain in force for five (5) years from the date of the last signature below. Both universities will review the MOA 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 MOA expire or be terminated, students already in the Program shall be allowed to complete the Program under the terms and conditions of this MOA.

此备忘录自最后一方签署之日起五年有效。两所大学每五年将对此备忘录进行重新审核。协议任何一方或协议双方在新招生季开始前 90 天可以通过书面通知终止该备忘录。该备忘录期满或终止将不会影响已经在合作项目就读的学生在该备忘录条款及条件下完成学业。

2. Upon the expiration or termination of this MOA, 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 MOA does not affect any accrued rights or remedies of either Party.

在此备忘录即将到期或终止时，除为解决学生未尽申请事宜或协助已经录取和入学的学生完成项目，协议一方应立即停止有关协议双方间合作的宣传。此备忘录的到期或终止不影响协议任何一方的已产生的权力或补救措施。

3. This MOA may be renewed by mutual agreement of the Parties for one or more additional 5-year terms.

此备忘录可以在协议双方共同商定下一个或多个五年为期进行续期。

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.

协议双方将通过直接协商诚意解决在此协议下、协议外或关于此协议以及此协议下任何附件产生的，包括但不限于，协议形成，效力，约束力，解释，执行，违反或终止以及非契约索赔等任何争议，差异，争议或索赔。

XI. MISCELLANEOUS

其他相关条款

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

非独家协议。此协议为非独家协议，且任一协议方可与第三方签订协议提供其他类似课程。

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 MOA 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.

非代理或合作伙伴关系。协议方明确知晓协议一方的雇员、代理、伙伴或代表不成为协议另一方的雇员、代理、伙伴或代表。

- a). 各协议方作为独立契约人执行该备忘录，并无权代表或约束另一协议方。
- b). 任一协议方的雇员无权从另一协议方获得失业或劳工薪资福利。

3. Assignment. The Parties shall not assign this MOA or any right or duty under this MOA 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.

转让。任一协议方不得未经另一协议方书面同意的情况下让渡此备忘录及此备忘录下的权利与义务，另一协议方对是否同意转让有权自由裁量。任何关于该转让许可的申请应附有书面转让申请。

4. Subcontracting. Both Parties shall not subcontract to any other person, entity or agency the performance of any of its obligations under this MOA 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.

转包协议。任一协议方不得未经另一协议方书面同意的情况下与任何其他人、实体或机构签订履行此备忘录下各自义务的转包协议，另一协议方对是否同意转包有权自由裁量。任何关于该转包许可的申请应附有另一协议方与第三方之间的书面协议。

5. No Endorsement. Nothing contained in this MOA 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 MOA shall be construed as an endorsement of any commercial product or service by either Party, its officers or employees.

非代言。此备忘录中的内容不得被解释为赋予任一协议方、任何权利使用另一协议方的名称作为任何产品或服务的代言，或未经书面申请另一协议方许可下的广告、推广或其他形式的产品或服务市场推广。而且，此备忘录的任何内容不得被解释为协议乙方及其官员或员工对另一方任何商业产品或服务的代言。

6. No Third-Party Beneficiaries. Nothing in this MOA 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.

无第三方受益人。此备忘录中的任何内容不得解释为赋予合作项目参与者或其他第三方新的法律权利执行其条款或使任一协议方因未能遵守协议条款而对项目参与者或其它第三方产生责任。

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

完整协议。此备忘录阐明了协议双方关于此事项的全部协议。此备忘录下的修改或修正除非协议双方以书面形式作出并经双方授权代表正式签署，否则将不对协议双方产生约束。

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.

不可抗力。任一协议方不应承担由于超出自身可控力而导致的延迟履行协议义务，包括但不限于火灾、罢工、战争、暴乱、任何民事或军事机关的行为、天灾、司法行动、人工短缺、材料或设备短缺、新墨西哥大学招生限制，或者供应商未能或延迟交付及运输延误。

9. Invalidity and Severability. If any of the provisions of this MOA are determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provisions shall be severed from the MOA, 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。此备忘录的任何条款如被其管辖法院认定无效，非法或不可执行，则该条款应从此备忘录中分割出去，且其余条款仍具有完全效力及作用；对于分割出去的重大条款，协议双方应通过诚意协商来实现该条款的原意。

XII. LIABILITY

赔偿

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.

协议双方认可各自承担由于其雇员或代理的疏忽或故意的不当行为造成的人身伤害或人身财产毁坏的索赔或损失。所有新墨西哥大学的赔偿将遵循新墨西哥州侵权索赔法案第 41-4-1 以及新墨西哥州立法案 1978（经修订）的豁免和限制。

XIII. NOTICES

通知

All notices under this MOA must be in writing and sent by electronic mail as follows:
在此备忘录下的所有通知必须以书面形式并以电子邮件形式作如下发送：

To University of New Mexico:
致新墨西哥大学：
Professor Robert Luo 罗伯特·罗教授
University of New Mexico
新墨西哥大学
Anderson School of Management
安德森商学院
1924 Las Lomas NE
拉斯洛马斯 东北 1924
Albuquerque, NM 87131 USA
阿尔布开克，邮编 NM 87131 美国
E-mail: xinluo@unm.edu
电子邮件：xinluo@unm.edu
Telephone: 505-277-6471

电话: 505-277-6471

To Dongbei University of Finance & Economics:

致东北财经大学:

Mr. Yang Xie 解决先生

Director of International Program Office

国际项目部主任

School of International Business

国际商学院

Dongbei University of Finance & Economics

东北财经大学

Dalian, Liaoning

大连, 辽宁

E-mail: xieyang@dufe.edu.cn

电子邮件: xieyang@dufe.edu.cn

Telephone: +86-411-84712088

电话: +86-411-84712088

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.

以上联系人信息如有变动需及时告知对方。在确认接受后, 通知将被视为已经传达给对方。

XIV. CONCLUSION

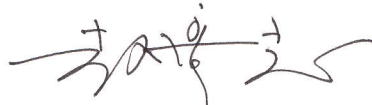
总结

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

此协议一经双方签署即生效。签字即为确认接受本协议包含条款、条件及责任。

Regents of the University of New Mexico
新墨西哥大学委员会

Dongbei University of Finance & Economics
东北财经大学



Craig White, Dean

Professor Zhao Yanzhi, Dean

科瑞葛怀特, 院长

赵彦志教授, 院长

Anderson School of Management

School of International Business

安德森商学院

国际商学院

Date: _____

Date: 2015.8.28

日期: _____

日期: _____

DUFE-UNM Co-op Pgm Agmt