

MEMORANDUM OF AGREEMENT FOR THE 3+1+1 COOPERATIVE PROGRAM  
3+1+1 项目合作备忘录协议

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

AND  
与

CAPITAL UNIVERSITY OF ECONOMICS AND BUSINESS, THE PEOPLE'S  
REPUBLIC OF CHINA  
中国首都经济贸易大学

This Memorandum of Agreement (MOA) sets forth the terms and conditions between Capital University of Economics and Business (CUEB) and the Regents of the University of New Mexico (UNM), to collaborate to offer a Bachelor and Master Degree Cooperative 3+1+1 Program ("Program") under an academic articulation partnership. Hereinafter, Capital University of Economics and Business and University of New Mexico shall be collectively referred to as "the Parties," and singularly referred to as "CUEB" or "UNM."

本备忘录所列条款与条件涉及首都经济贸易大学（以下简称“首经贸”）与新墨西哥大学董事会（以下简称“新墨西哥大学”），协议双方在学术课程衔接的合作关系下，合作提供 3+1+1 本硕连读合作项目（以下简称“合作项目”）。首都经济贸易大学和新墨西哥大学以下简称“协议双方”，并单独简称为“首经贸”或“新墨西哥大学”。

## I. INTRODUCTION

### 一、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 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的具有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并使公民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. CUEB was founded in 1956 and was established as a key university of the Beijing Municipality when the former Beijing College of Economics and the Beijing Institute of Finance and Trade merged in June 1995. Adhering to its motto: "Advocate morality, value competence, and strategize nation's development to serve its people", along with the guidance and efforts of the faculty and staff, CUEB is now a comprehensive university with a focus on economics and management, and a wide selection of disciplinary and

interdisciplinary programs, covering 6 disciplines in Economics, Management, Law, Literature, Science and Engineering.

首都经济贸易大学创建于 1956 年,是由原北京经济学院和原北京财贸学院于 1995 年 3 月合并、组建的北京市属重点大学。学校秉承“崇德尚能,经世济民”的校训,影响着学生及教师。学校已发展为拥有经济学、管理学、法学、文学、理学和工学等六大学科,以经济学、管理学为重要特色和突出优势,各学科相互支撑、协调发展的现代化、多科性财经类大学。

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

### 二、合作项目

A. CUEB and UNM hereby agree to form a collaborative relationship to establish and implement a 3+1+1 Master of Accounting; Master of Science—Information System and Assurance or MBA Degree Cooperative Program (“Program”).

首经贸和新墨西哥大学同意合作建立并实现 3+1+1 模式下的会计硕士、信息系统与安全理学硕士或工商管理硕士合作项目(项目)。

B. The Program is for CUEB students who first complete three years of undergraduate study at CUEB, then one year of undergraduate study in the Program at UNM, followed by one year of study in the Program at the masters level at UNM. The maximum number of students that can enroll in the Program is 20 per year.

该项目是指首经贸学生在首经贸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本科课程,接下来一年,学生将在新墨西哥大学学习硕士课程。合作项目录取学生上限为每年 20 人。

C. Students must be admitted under the UNM application procedures, academic requirements, financial standards, application deadlines, and language requirements for international graduate students, which are available at : [http://geo.unm.edu/admission\\_grad\\_requirements.html](http://geo.unm.edu/admission_grad_requirements.html).

学生必须按照新墨西哥大学的申请程序申请,学生需满足新墨西哥大学国际研究生的学术要求、费用标准、语言要求,并在申请截止日前提交申请表。具体相关信息可在 [http://geo.unm.edu/admission\\_grad\\_requirements.html](http://geo.unm.edu/admission_grad_requirements.html) 上查询。

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,以及为期 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 个学分课时。

### III. REPRESENTATIONS

#### 三、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 MOA.

新墨西哥大学是美国新墨西哥州的一个公立高等教育机构，并拥有订立本协议备忘录的法律资质。

CUEB 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.

首经贸是：（1）在中华人民共和国有着良好声誉的教育机构，并拥有订立本协议备忘录的法律资质。并且（2）已取得相应法律、法规所规定的必要批文并可执行该备忘录。

### IV. PROGRAM COORDINATION AND MANAGEMENT

#### 四、项目合作和管理

1. UNM will identify a Program Coordinator who will be the contact person at UNM for all communication with CUEB 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首经贸沟通合作项目相关事宜的联系人。

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

首经贸将指定一名项目协调员作为首经贸与新墨西哥大学沟通合作项目相关事宜的联系人。

### V. RESPONSIBILITIES OF CUEB UNIVERSITY

#### 五、首经贸的责任

1. CUEB will make sure that students in the Program will have the following minimum qualifications for transfer admission into the Program:

首经贸将确保合作项目学生达到以下要求：

- 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. 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。

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

首经贸应保证学术课程质量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. CUEB shall maintain academic records of all students in the Program and issue transcripts upon students' request or the request of UNM.

首经贸应保留所有项目学生学术课程成绩记录并在需要时为学生或新墨西哥大学出具成绩单。

4. CUEB shall assist all students through the preparation and orientation process before departing for UNM.  
在学生前往新墨西哥大学前，协助所有学生完成准备和指导工作。
5. CUEB shall communicate with UNM in a timely manner about program-related matters.  
与新墨西哥大学就项目相关事宜进行及时沟通。
6. AT NO TIME SHALL Capital University of Economics and Business:
  - 任何情况下，首经贸不得：
    - a. Represent itself as a UNM entity, agent or representative.  
将自己作为新墨西哥大学的代理或代表。
    - b. Suggest to prospective students or 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其它活动。
    - 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与其它教育机构或他们的课程做比较。
    - d. Facilitate applications for prospective students who do not satisfy or comply with UNM admission requirements.  
协助未达到新墨西哥大学入学要求的学生进行申请。
    - e. 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.  
对有意向申请本项目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；或者是否可获得财政支持或奖学金的可能性做出任何承诺或保证。
    - f. 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 UNIVERSITY OF NEW MEXICO

### 六、新墨西哥大学的责任

1. UNM 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.  
及时审核学生申请，并为达到项目录取要求的学生出具本项目的录取通知书。
2. 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. 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 the first semester of their UNM program. 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。

3. UNM will also provide student services including international student check-in and orientation.

新墨西哥大学还将为学生提供国际学生入住及学校指导等服务。

4. UNM Anderson School of Management 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.

新墨西哥大学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本项目使用。

5. AT NO TIME SHALL University of New Mexico:

任何情况下, 新墨西哥大学不得:

- a. Represent itself as a CUEB entity, agent or representative.  
将自己作为首经贸的一个代理或代表。
- b. Compare CUEB or the Program to any other educational institution or its programs.  
将首经贸或合作项目与其它教育机构或他们的课程做比较。
- c. Use any registered or unregistered CUEB Marks without prior written authorization from CUEB. "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 CUEB.

未经首经贸的书面允许, 擅自使用已注册或未注册的首经贸的标志。标志包括徽标、商标、服务标志、设计, 及其他属于首经贸或被首经贸所拥有、所授权或带有首经贸名称的其他知识产权。

## VII. FINANCIAL RESPONSIBILITIES

### 七、财务义务

1. No monetary consideration will be exchanged between CUEB and UNM.  
首经贸和新墨西哥大学之间将不存在财务往来。
2. CUEB students admitted to the Program and continuing their studies at UNM will enroll as full-time international graduate 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 two years, students will need to enroll in 12 to 15 credit hours per semester during the first year of the Program, and in 12 credit hours per semester during the second year of the Program. The tuition and mandatory fees per credit hour for non-resident undergraduate students are subject to annual review and

adjustment.<sup>1</sup> 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.

根据美国移民法的相关规定，被本项目录取并在新墨西哥大学继续学习的首经贸学生，将被录取为全日制国际研究生，每学期最少课时量为 9 课程学时。为在两年内完成合作项目课程，第一年每学期，学生将学习 12-15 个学分的课程，第二年每学期学生将学习 12 个学分的课程。非本州学生的学费及其他学杂费将每年更新与调整。<sup>1</sup> 每学分学时学费和学杂费中不包含住宿、食膳、教材、特殊课程费用或日常管理费，必要的健康与意外保险，其他费用和个人消费。

3. Both Parties are not authorized to and shall not accept payments from any potential students, or persons representing the 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 UNM student directly to UNM.

协议双方无权且不应向未录取学生或代表未录取学生的人，以对方的名义或其他原因收取任何费用。

#### VIII. RECORDS MAINTENANCE

##### 八、 资料保存

1. Both UNM and CUEB shall each 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. CUEB students need to request their UNM transcript upon completing the Program.

新墨西哥大学和首经贸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应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管理人员或得到法律授权的人员进行检查、审核或稽核。首经贸的学生需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.

除另作约定外，以任何媒介或方式由本协议其中一协议方提供的成绩单或其他文件，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

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

<sup>1</sup> 学费及学杂费由新墨西哥大学校董会每年春季制定。可在网站：<http://bursar.unm.edu/tuition-info/tuition-and-fees.html> 上查询。

知提供方，或未在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。

## IX. DISCONTINUANCE OF THE PROGRAM

### 九、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，学生将在该备忘录的条款及条件下继续完成学业。

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，除为解决必要的未尽申请事宜外，协议一方应立即停止有关协议双方间合作的宣传及录取。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利或补救措施。

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

### 十、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任何争议，差异，争议或索赔。包括但不限于，在此协议下、协议外、关于此协议以及此协议下任何附件产生的，关于协议达成、约束力、解释、执行、违反或终止以及非契约索赔等。

## XI. MISCELLANEOUS

### 十一、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.

无机构或合作伙伴关系。协议方明确知晓协议一方的雇员、代理、伙伴或代表，均不是协议另一方的雇员、代理、伙伴或代表。

  - 1) 任意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。
  - 2) 任意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要求应附有书面转让申请。
4. Subcontracting. The 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.

无代言。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的市场推广。
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，或者首经贸学生延迟报道及运输延误等。

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除去，且其余条款仍具有完全效力及作用；对于除去的重大条款，协议双方应通过诚意协商来实现该条款的原意。

## XII. LIABILITY

### 十二、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

### 十三、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  
阿尔伯克基, 邮编 NM 87131 美国  
E-mail: xinluo@unm.edu  
电子邮箱: xinluo@unm.edu  
Telephone: 505-277-6471  
电话: 505-277-6471

To Capital University of Economics and Business:

致首都经济贸易大学:

Honghai Chen

陈洪海

Oversea Chinese College

华侨学院

Associate Dean

副院长

Beijing, China

北京, 中国

E-mail: chh@cueb.edu.cn

电子邮箱: chh@cueb.edu.cn

Telephone: +86-010-65977868

电话: +86-010-65977868

Any changes to the above contact information must be promptly provided to the other Party.

以上联系人信息如有变动需及时告知对方。

XIV. CONCLUSION

十四、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。

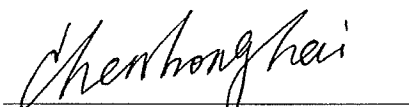
Regents of the University of New Mexico  
新墨西哥大学董事会



Craig White, Dean  
科瑞葛怀特, 院长  
Anderson School of Management  
安德森商学院

Date: 9/14/2015  
日期

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



Honghai Chen, Associate Dean  
陈洪海, 副院长  
Oversea Chinese College  
华侨学院

Date: 2015.7.27  
日期

3+1+1 MEMORANDUM OF AGREEMENT FOR CUEB and UNM

