



General Cooperation Agreement
Between
The University of New Mexico, Albuquerque, NM, USA
And
Nanfang Collage of Sun Yat-Sen University, Guangzhou, China
新墨西哥大学与中山大学南方学院学术科研合作与交流框架协议

The parties to this Agreement are the Regents of The University of New Mexico and Nanfang College of Sun Yat-Sen University.

本协议双方为新墨西哥大学与中山大学南方学院。

Whereas, the parties believe that international understanding, educational opportunities for their students, and professional opportunities for their faculty and staff would be enhanced by this Agreement; and Whereas, the parties are linked by common academic and cultural interests; and Whereas, the purpose of this Agreement is to establish a framework for cooperation between the parties. Now, therefore, the parties agree as follows:

鉴于合作双方基于学术和文化上的共同兴趣，坚信通过国际化教育交流与合作能够提升教师和员工的专业水准，并为学生提供更多的教育机会。经过友好协商双方达成以下约定：

1. Types of Cooperation
合作类型

- 1.1 The parties are willing in principle to cooperate on various activities, such as:
协议双方将采用多种形式的合作，例如：
- a. Establishment of joint degree programs (double diplomas or joint-diplomas);
共同设置学位项目合作（双文凭或联合培养）；
 - b. Hosting of short-term study abroad students;
共同举办短期留学项目；
 - c. Collaborative research, courses, conferences, seminars, symposium, and lectures;
在学术研究、课程教学、研讨会及讲座等方面合作；
 - d. Exchange of publications, reports and other academic information;
出版物、报告和其他学术资料的交换；
 - e. Reciprocal exchange of students, staff and faculty;
学生交流交换，教职员工互访与交流；
 - f. Collaborative professional development;
合作专业的发展；
 - g. Cultural projects;
文化项目
 - h. Enrollment of degree-seeking students;
招生工作；
 - i. Language Instruction; and
语言培训； 以及



- j. Other activities as mutually agreed.
双方同意的其他活动。

- 1.2 This Agreement shall be identified as the parent document of any specific program agreement between the parties. Each type of cooperation shall proceed according to the terms and conditions of a specific program agreement. Each specific program agreement shall memorialize all the commitments made by each party and shall not become effective until it has been reduced to writing, approved, and signed by the parties' duly authorized representatives.

本协议应作为双方其他任何项目协议的基础主题文件。不同形式的合作将根据具体项目协议的条款进行执行。每个项目协议将列出项目的所有条款，并在协议正式修订、批准以及由双方授权代表正式签署后生效。

- 1.3 The scope of the activities under this Agreement shall be determined by the funds regularly available at both institutions for the collaboration specified in each specific program agreements, and by the related funds obtained by either institution from external sources. Each institution shall be responsible for all expenses incurred by its employee under this Agreement, except as may be stipulated in any specific program agreement.

合作项目的范围将由双方机构的可利用的内部以及相关外部资金决定。除特定项目系一规定，各机构需负责本协议中其员工产生的所有费用。

2. Term, Renewal, Amendment, Termination, and Dispute Resolution 期限，更新，修改，终止，和争端解决

- 2.1 This agreement shall become effective for an initial term of five 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.

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，同时，除另有规定终止否则协议将自动生效 5 年。

- 2.2 This Agreement may be amended and/or modified in a writing signed by the parties' duly authorized representatives.

当任何一方提出书面更改申请并经双方书面同意后，可对本协议进行更改。

- 2.3 Either party may terminate this Agreement by giving the other party at least 180 days' written notice, but any students who have been accept at either university at the date of termination may complete their courses of study, and any collaborative project in progress at the date of termination may be completed as specified in the pertinent specific program agreement. Termination shall be without penalty.

双方应提前 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关系继续完成。



- 2.4 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.
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。
- 2.5 This document memorializes the parties' entire agreement. The parties shall sign two (2) bilingual originals of this Agreement. Each party shall retain one original. Any conflict between the English and Chinese texts will be resolved in favor of the English text.
本协议记录双方的所有条款。协议双方应当签署两份协议正本，为中英双语，双方应各自保存一份协议正本，当中文与英文在内容上产生歧义时，以英文为准。

3. Counterparts by Facsimile or Email.

传真或邮件协议副本

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.

本协议可签署两份或多份副本，每份副本均被视为原件，但所有副本都应是完全一致的内容。任何签名的副本通过传真发送或以“.pdf”格式文件通过电子邮件发送，则该签署应对的执行方(或其代表执行签署方)产生有效且约束力，并且传真或“.pdf”签署文件具有同等约束力。

4. Notices

备注

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 shall be deemed to have been delivered at the time of confirmation of receipt.

本协议项下所有通知均应采用书面形式，且由发出通知方的负责人通过电子邮件发送至以下地址。任何一方均可事先通过书面通知另一方更改其电子邮件地址。以电子邮件形式发送的任何通知，在确认收到时即视为已送达。



Executive Director, Global Education Office
 执行主任, 国际教育办公室

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April 15, 2020
 Date 日期

Nanfang College of Sun Yat-sen University
 中山大学南方学院

Mingjin Zhong, Director for Department of
 International Cooperation and Exchanges
 仲铭锦, 国际合作与交流部部长

2020-04-13
 Date 日期