

**COOPERATIVE ACADEMIC AGREEMENT
BETWEEN
HUNAN INSTITUTE OF SCIENCE AND TECHNOLOGY
AND
ARIZONA BOARD OF REGENTS
FOR AND ON BEHALF OF
NORTHERN ARIZONA UNIVERSITY**

湖南理工学院与亚利桑那州大学评议委员会(代表北亚利桑那大学)学术合作协议

In view of a common commitment to global education, to continue to promote understanding and goodwill, to strengthen cultural ties, and to broaden the experience and horizons of faculty and students, HUNAN INSTITUTE OF SCIENCE AND TECHNOLOGY, CHINA ("HNIST") and ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF NORTHERN ARIZONA UNIVERSITY ("NAU"), United States of America, each an "Institution", collectively the "Institutions", agree to enter into this Cooperative Academic Agreement ("Agreement") for the purpose of memorializing their collaborative relationship in providing improved intercultural understanding and enhanced educational opportunities for their students and faculty. The Institutions desire to develop these opportunities through the program of academic cooperation described herein (the "Program"). The Institutions therefore acknowledge and agree as follows:

鉴于共同致力于全球教育，增进了解和友谊，加强文化联系，拓宽师生视野，丰富经历，湖南理工学院，中国（以下简称“HNIST”）和代表美国北亚利桑那大学（以下简称“NAU”）的亚利桑那州大学评议委员会，各方称“学校”，合称“各学校”，同意签订本学术合作协议（以下简称“本协议”），以载明各学校向其师生提供更好的跨文化沟通和增强教育机会的合作关系。各学校希望通过本协议所述学术合作项目发展该等机会（以下简称“项目”）。各学校特此确认并同意如下：

1. Definitions. 定义。

In this Agreement, unless otherwise specified,
本协议中，除非另有定义，

"Home Institution" shall mean the institution at which a student is originally enrolled and from which the student intends to graduate, or the institution at which a faculty member is originally employed with teaching responsibilities;

"来源学校" 指学生最初入学并计划毕业的学校，或教员最初受聘任教的学校；

"Host Institution" shall mean the institution at which a student is temporarily enrolled as a visiting exchange student, or the institution at which a faculty member is temporarily teaching as an exchange faculty;

"主办学校" 指学生临时注册为访问交换生的学校，或教员暂时作为交换教员任教的学校；

"Program" shall mean any program of study hereunder or the program of academic cooperation described herein;

"项目" 指本协议的任何学习计划或本协议所述学术合作项目；

"Program Student" shall mean an HNIST student at NAU; and

"项目学生" 指在 NAU 的 HNIST 学生；和

“Visiting Faculty” shall mean an HNIST faculty member at NAU or an NAU faculty member at HNIST.
“访问教员” 指在 NAU 的 HNIST 教员或在 HNIST 的 NAU 教员。

2. Principles Governing Degree Programs 学位项目的原则

a) Dual Degree Program

HNIST undergraduate students may choose one of the two dual degree models below. Upon successful completion of all requirements under either model, HNIST students will be awarded a bachelor's degree from HNIST and a bachelor's degree from NAU.

HNIST 本科生可以选择以下两种双学位模式之一。当学生在其中一种模式下成功完成 NAU 所有学术要求后，将同时获得 HNIST 和 NAU 的学位（双学士学位）。

- i. Model 1: HNIST bachelor's degree seeking students will complete the first year of coursework at HNIST and then enroll at NAU for two years or until the requirements of the Program have been completed. Students will return to HNIST for the final year of study.

模式 1: HNIST 的本科学生将在 HNIST 完成第一年课程，其后二年入读 NAU 或直至达到完成双学位项目的条件。学生将要返回 HNIST 完成最后一年的学习。

- ii. Model 2: HNIST bachelor's degree seeking students will complete the first two years of coursework at HNIST and then enroll at NAU for the last two years or until the requirements for the 2+2 Program have been completed.

模式 2: HNIST 的本科学生将在 HNIST 完成前二年课程，其后二年入读 NAU 或直至达到完成 2+2 项目的条件。

After successful completion of all NAU academic requirements for the dual degree program by a Program Student, NAU will notify HNIST in writing. Upon notification, HNIST agrees to award its bachelor's degree to the Program Student and submit an official copy to NAU. Receipt of the HNIST degree will fulfill the NAU dual-degree requirement and enable NAU to award its bachelor's degree to the Program Student.

在项目学生达成所有 NAU 的双学位项目的学术条件后，NAU 将书面通知 HNIST。HNIST 收到通知后，同意向项目学生授予学士学位并向 NAU 提交正式副本。收到 HNIST 学位将满足 NAU 的双学位要求并使 NAU 能向项目学生授予其学士学位。

b) 2+3 Degree Program (“2+3 Program”) 2+3 学位项目 (“2+3 项目”)

- i. HNIST students who successfully complete the Dual Degree Program may then enroll in select majors for a master's degree at NAU.

完成双学位项目的 HNIST 学生其后可攻读 NAU 某些专业的硕士学位。

- ii. Admission to the master's degree program at NAU cannot be guaranteed and will be established only by the applicable NAU Graduate College and the host department based on the established criteria for such program. Students admitted to NAU under the 2+3 Program, however, will be groomed and supported to transition into the master's program.

入读 NAU 的硕士学位课程不予保证，且仅得由 NAU 研究生院和相关院系根据该等课程的既定标准确定。然而，在 2+3 项目中入读 NAU 的学生将获得培养和支持以过渡到硕士课程。

iii. If Program Students make good progress in the 2+3 Program, the requirements may be completed in one (1) year.

若项目学生在 2+3 项目中表现优异, 相关要求可在一(1)年内达成。

iv. HNIST students who successfully complete the master's degree under the 2+3 Program will be awarded one master's degree by NAU.

在 2+3 项目中完成硕士学位的 HNIST 学生将由 NAU 授予一个硕士学位。

c) Undergraduate Study Abroad 本科(短期)留学项目

HNIST undergraduate students may enroll at NAU for one semester or for one academic year. HNIST recognizes and accepts the credits students earn at NAU.

HNIST 本科生可在 NAU 入读一个学期或一个学年。HNIST 认可并接受学生在 NAU 获得的学分。

d) General Program Requirements 一般项目要求

Qualified students shall normally be accepted by NAU based on the endorsement of HNIST, but NAU reserves the right to decline to accept candidates for the Program at its discretion.

NAU 通常根据 HNIST 的推荐接收合格的学生, 但 NAU 保留自行决定拒绝接受该项目的候选人的权利。

Program Students must be registered as full-time undergraduate or graduate students of HNIST and be in good academic standing. In addition, they must show the aptitude, motivation, and maturity to thrive in the environment at NAU. All Program Students must provide proof that they have sufficient funds to pay for all fees and expenses, including living expenses, for the duration of the Program at NAU, and shall be solely responsible for all such expenses. All Program Students shall be individually responsible for complying with all of their respective immigration, customs and any other legal requirements of the United States of America.

项目学生必须为 HNIST 的全日制本科生或研究生, 并学术水平良好。此外, 他们必须表现出在 NAU 环境中成功发展的能力、动机和成熟度。所有项目学生必须提供证明, 证明其具有足够资金支付在 NAU 项目期间的所有费用和开支, 包括生活费用, 并全权负责所有该等开支。所有项目学生应自行负责遵守其各自的一切移民、海关和美国的任何其他法律要求。

3. Eligibility, Admission and Enrollment. 入学资格。

a) HNIST students are eligible to enroll in any NAU program to which transfer students are admitted. HNIST 学生有资格参加入读 NAU 向所有转学生开放的学术项目。

b) HNIST will review applications to ensure that students recommended to NAU meet the requirements of the NAU Office of International Admissions in terms of GPA, TOEFL and/or IELTS scores, and have sufficient academic preparation for the programs of interest.

HNIST 将审查学生申请资料, 以确保向 NAU 推荐的学生符合 NAU 国际招生办公室关于 GPA、托福和/或雅思考试分数的要求, 并对感兴趣的项目有足够的学术准备。

c) NAU will consider the applications of all students enrolled at and nominated by HNIST for participation in any programs covered by this Agreement.

NAU 将审核入读 HNIST 并由 HNIST 提名参加本协议涵盖的任何课程的所有学生的申请。

- d) For students in the 2+3 Program, eligibility for admission to the graduate part of the Program will be determined based on student performance in the undergraduate part of the Program (among other criteria). Admission to the graduate part of the Program is not guaranteed and cannot be provided at the same time that students are admitted to the undergraduate Program.
对于 2+3 项目的学生，项目中的研究生入学资格将根据学生在项目的本科阶段的表现(除其他标准外)决定。不保证入读本科项目的学生入读项目的研究生阶段。
- e) All students admitted to the graduate part of the 2+3 Program must have a minimum 3.5 GPA at the time of application to the Program.
所有进入 2+3 项目的研究生阶段的学生在申请入读项目时的 GPA 最低 3.5。
- f) HNIST will timely submit dossiers containing all of the documents required for admission to NAU to the designated staff person at the NAU Center for International Education (CIE).
HNIST 将及时向 NAU 国际教育中心 (CIE) 指定工作人员提交入读 NAU 所需的所有文件的档案资料。
- g) Applications must be submitted prior to the published deadlines. These deadlines are generally April 30th for fall applications and November 30th for spring applications. HNIST is responsible for determining application deadlines.
申请必须在公布的截止日期前提交。该等截止日期通常是 4 月 30 日申请秋季入学和 11 月 30 日申请春季入学。HNIST 负责确定申请截止日期。
- h) In order to comply with the requirements of the 2+3 Program, Program students must submit documents to meet the admissions requirements for the NAU master's degree after completing 60 credit hours, with at least 30 credit hours completed at NAU. This will permit Program Students to begin the necessary master's degree courses during the final year of undergraduate study.
为了符合 2+3 项目的要求，项目学生必须在完成 60 学分后提交文件以满足 NAU 硕士学位的录取要求，其中在 NAU 所修学分至少为 30。这将允许项目学生在本科学习的最后一年开始必要的硕士学位课程。
- i) The NAU Graduate College and the host department at NAU will make the final decision regarding admission to the master's degree for students in the 2+3 Program.
NAU 研究生院和 NAU 的主办院系将作出 2+3 项目中学生入读硕士学位的最终决定。
- j) NAU reserves the right to make the final admission decision regarding all applications.
NAU 保留对所有申请作出最终录取决定的权利。
- k) NAU will offer an orientation program to all newly admitted HNIST students at the start of each semester and will provide assistance with the registration process to HNIST students.
NAU 将在每学期开始时向所有新入学的 HNIST 学生提供入学培训，并向 HNIST 学生提供注册流程方面的帮助。

4. Academic Credit and Advising Issues. 学分与学术指导。

- a) HNIST students will receive appropriate academic advising by NAU staff and faculty prior to the start of the Program.
HNIST 学生将在项目开始前获得 NAU 工作人员和教员恰当的学术指导。

- b) NAU considers enrollment in 12 credits at the undergraduate level and 9 credit hours at the graduate level to constitute a full course of study in a given semester consistent with the immigration requirements of the United States Government.

NAU 将每学期 12 学分（本科阶段）和 9 学分（研究生阶段）定义为全日制学习；学生需要满足全日制学习要求，以符合美国政府相关移民政策。

- c) No representations are given to HNIST students regarding the time in which the requirements of the Program will be completed.

NAU 不向 HNIST 保证学生完成学位项目所有课程所需的时间。

- d) The academic transcript reflecting each Program Student's performance will be sent to HNIST at the conclusion of each Program Student's period of study.

反映各项目学生的表现的学术成绩单将在各项目学生学习期满后发送给 HNIST。

5. Academic and Disciplinary Regulations. 学术与纪律条例。

- a) HNIST students will be expected to remain in good academic and disciplinary standing in accordance with the rules that apply to regularly enrolled students at NAU. NAU reserves the right to dismiss Program Students from the Program and NAU upon failure to remain in good academic and disciplinary standing.

HNIST 学生将按照适用于通常入读 NAU 的学生的规则保持良好的学术和纪律水平。在不符良好的学术和纪律水平时，NAU 保留权利从项目和 NAU 中开除项目学生。

- b) NAU agrees to make HNIST students aware of its academic and disciplinary policies and procedures during orientation and in various written material provided to Program Students.

NAU 同意在开学培训和向项目学生提供的各种书面材料中让 HNIST 学生知晓其学术和纪律政策与程序。

6. Faculty Exchange. 教员交换。

- a) Both HNIST and NAU commit to support the exchange of faculty between Institutions.
HNIST 和 NAU 承诺支持校际教员交流。

All faculty exchanges must be approved in writing by the appropriate host department as well as the dean of the college of the Host Institution.

所有教员交换应获得相应的主办院系以及主办学校的学院院长的书面批准。

- b) Visiting Faculty members shall be compensated entirely by their respective Home Institution. The Host Institution bears no responsibility for providing salary, benefits, travel expenses, living costs, or any other funds to Visiting Faculty members for any purpose.

访问教员应由其各自的来源学校全额补偿。主办学校不为任何目的向访问教员提供工资、福利、差旅费、生活费用或任何其他资金。

- c) It is understood that the Host Institution accepts no responsibility or liability for providing health care services or health care insurance for Visiting Faculty. The Host Institution will accord the usual faculty privileges, such as access to its facilities, to Visiting Faculty.
双方理解，主办学校不负责向访问教员提供医疗保健服务或医疗保险。主办学校将向访问教员提供通常的教员特权，例如访问其设施。

Should any faculty collaboration involving a Visiting Faculty result in the development of intellectual property, the Institutions shall promptly meet through designated intellectual property representatives and seek an equitable and fair understanding as to ownership and other issues relating thereto. Any such discussions shall at all times strive to preserve a harmonious and continuing relationship between the Institutions.

若关于访问教员的任何教员合作导致知识产权的开发，各学校应尽快通过指定知识产权代表会面，并对相关所有权和其他事宜达成公平理解。任何该等讨论应始终努力保持各学校之间的和谐持续的关系。

- d) Neither Institution will use the trademarks, tradename, logos, trade dress, or other commercial property of the other Institution without express written approval from a duly authorized person with the authority to provide such approval on behalf of the Institution.
未经校方授权的明确书面批准，学校不得使用另一学校的商标、商号、图标、商业外观或其他商业财产。

7. Promotional Materials. 宣传资料。

On an annual basis, NAU will provide HNIST with current catalogs, informational brochures, and other appropriate materials to help promote the Program and advise prospective students. These materials may be supplied electronically.

NAU 每年将向 HNIST 提供更新的目录、信息手册和其他恰当的材料，以帮助推广该项目和为潜在学生提供建议。该等材料可以电子方式提供。

8. Tuition and Fees. 学费。

NAU will bill HNIST students for the tuition, housing costs and all other fees related to and incurred in a given semester during such student's enrollment in the Program. HNIST students are responsible for all other costs associated with the Program and their stay at NAU.

NAU 将向 HNIST 学生收取学费、住宿费用和该学生入读项目相应学期相关和发生的所有其他费用。HNIST 学生负责项目以及他们在 NAU 逗留的所有其他相关费用。

9. Course Selection. 选课。

Program Students will choose their courses from NAU's regular catalog offerings. NAU reserves the right to restrict particular course areas, and upon written request by HNIST, NAU shall communicate to HNIST the areas of restriction.

项目学生将从 NAU 的常规目录课程中选择他们的课程。NAU 保留限制某些课程的权利；在收到 HNIST 书面申请的情况下，NAU 应向 HNIST 就限制领域课程进行协商。

10. Privileges and Activities. 权利与活动。

As permitted by applicable laws, policies and agreements, Program Students and Visiting Faculty will have equal access to all of the privileges, facilities, accommodations, amenities and activities available to all students and faculty of the Host Institution on the same basis and at the same additional cost, if any.

在适用法律、政策和协议允许的情况下，项目学生和访问教员应平等地享有主办学校所有学生和教员的所有权利、设施、住宿、设施和活动且额外费用相同（若有）。

11. Housing. 住宿。

NAU agrees to make reasonable efforts to locate and provide suitable on-campus accommodation for HNIST students, provided the appropriate housing forms are completed and returned to NAU by the deadline dates. Such deadline dates shall be communicated to HNIST when available.

在（学生）正确完成住房申请书并且在截止日期之前递交的情况下，NAU 将尽力为 HNIST 学生找到并提供合适的校内住宿。NAU 将向 HNIST 通报住房申请截止日期。

12. Responsibilities of Program Students and Visiting Faculty. 项目学生和访问教员的职责。

Program Students and Visiting Faculty shall be responsible for obtaining any necessary visas and otherwise complying with all immigration laws and regulations of the Host Institution. The Host Institution shall cooperate in such efforts, but shall not have any responsibility to assure the granting of any visas, permits or approvals.

项目学生和访问教员应负责获取任何必要的签证，并负责遵守所有移民法律和主办学校的规则。主办学校应予以配合，但无义务确保获得任何签证、许可或批准。

13. Responsibilities of the Institutions. 学校的职责。

a) Pre-Departure Information and Immigration. 离境前信息与移民政策。

The Host Institution will provide the documents and forms that Program Students and Visiting Faculty need for US Visa applications. The Host Institution will also provide information about immigration requirements and procedures. However, the Host Institution shall not be responsible for providing any legal advice or representation to the Program Students and Visiting Faculty that is not otherwise normally provided to its own students and faculty.

主办学校将向项目学生和访问教员提供申请美国签证的所需的文件。主办学校亦将提供关于移民法规的相关要求和程序等信息。然而，主办学校无义务向项目学生和访问教员提供主办学校通常不向其师生提供的任何法律建议或陈述。

b) Orientation and Registration. 开学培训与注册。

NAU will provide orientation to Program Students, which will include health, safety, and cultural adjustment information. NAU will also provide information about and assistance with course registration, which may be presented before or during orientation.

NAU 将向项目学生提供开学培训，包括健康、安全和文化调整信息。NAU 亦将在开学培训前或开学培训期间提供课程注册相关信息并提供协助。

c) Role of International Coordinators. 国际协调员的作用。

NAU will appoint an International Coordinator (“IC”) responsible for dealing with matters related to the Program. During the Program Students’ stay at NAU and before their arrival, the IC will assist Program Students and will be available to answer questions regarding immigration and other Program matters. NAU 将任命一名国际协调员(以下简称“IC”), 负责处理项目相关事宜。在项目学生逗留在 NAU 期间, 以及他们达到之前, IC 将协助项目学生, 并回答有关移民和其他项目事宜的问题。

NAU may, in its sole discretion, assist Program Students in emergency situations, including but not limited to family emergency, natural disaster, mental health crises, or serious injury or illness. In some cases, this may consist of directing Program Students to existing NAU resources. NAU 会尽力帮助处于紧急情况下的项目学生, 包括但不限于家庭紧急情况、自然灾害、精神健康危机或严重伤害或疾病。在某些情况下, 这可能包括指导项目学生使用现有 NAU 资源。

d) Student Integration. 学生融入。

NAU will integrate Program Students into regular undergraduate courses and provide a range of programming options through student organizations and activities. NAU 将让项目学生融入到通常本科课程, 并通过学生组织和活动提供一系列课程选择。

14. Health Insurance. 健康保险。

- a) NAU policy requires that all international students, including Program Students, purchase NAU Student Health Insurance. All HNIST students enrolled at NAU are required to purchase and show proof of health and accident insurance (excluding dental) through NAU’s student health insurance for the duration of the Program and will be eligible to use the campus Student Health Center. NAU 政策要求所有国际学生(包括项目学生)购买 NAU 学生健康保险。所有入读 NAU 的 HNIST 学生必须通过 NAU 的学生健康保险购买项目期间的健康和意外保险(牙科除外)并提供证明, 并有资格使用校园学生健康中心。
- b) Visiting Faculty must submit proof of medical insurance coverage as required by U.S. Federal law. It is understood that the Host Institution accepts no responsibility or liability for providing health care services or health care insurance for Visiting Faculty. 访问教员必须按照美国联邦法律规定提交医疗保险证明。双方理解, 主办学校无义务为访问教员提供医疗保健服务或医疗保险。

15. Interpretation. 解释。

This Agreement represents the entire agreement and understanding of the Institutions and supersedes any prior oral or written representations or understandings regarding the subject matter of this Agreement. This Agreement may be modified by a written addendum signed by NAU and HNIST. If one or more of the provisions set forth in this Agreement is held to be invalid or unenforceable in any respect, then that invalidity or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if the invalid or unenforceable provision had not been included herein. 本协议载明了各学校的完整协议和理解, 并取代此前关于本协议主题的任何口头或书面表述或理解。本协议可由 NAU 和 HNIST 签署书面附录进行修改。若本协议规定的一个或多个条款在任何方面被认定为无效或不可执行, 则该等无效或不可执行性不影响本协议的任何其他条款, 本协议应解释为该等无效或不可执行的条款未被载入。

16. Non-Discrimination. 反歧视。

The Institutions agree to comply with all applicable United States laws, rules, regulations and executive orders governing equal employment opportunity, immigration and non-discrimination, including the Americans with Disabilities Act. Neither Institution will discriminate on the basis of race, sex, age, national origin, color, religion, sexual orientation, veterans/national guard/reserves status, disability or any other prohibited characteristic.

各学校同意遵守关于平等就业机会、移民和反歧视所有适用的美国法律、规则、规章和行政命令（包括美国残疾人法案）。学校不得基于种族、性别、年龄、国籍、肤色、宗教、性取向、退伍军人/国家警卫/保留情况、残疾或任何其他禁止性特征进行歧视。

17. Non-Appropriation. 不拨款。

The Institutions recognize that performance of this Agreement by NAU may be dependent upon the appropriation of funds by the State Legislature of Arizona (the “Legislature”). Should the Legislature fail to appropriate the necessary funds, then by written notice to HNIST, NAU may cancel this Agreement pursuant to Section 23 herein without further duty or obligation. HNIST recognizes and understands that appropriation is a legislative act and is beyond the control of NAU.

各学校确认，NAU 履行本协议可能取决于亚利桑那州立法机关（以下简称“立法机关”）的拨款。若立法机关未能拨出必要资金，则 NAU 可通过书面通知 HNIST 按照本协议第 23 条解除本协议，无需承担更多义务。HNIST 确认并理解拨款是一种立法机关的行为且超出 NAU 的控制。

18. Commitment of Funds. 资金承诺。

No monies or monetary consideration will be exchanged between the Institutions in relation to the Program, nor will there be any indemnities, reimbursements for expenses, or sharing of fees or profits arising from student participation in the Program.

各学校之间不基于项目交换款项或货币代价，学生参与项目亦不存在任何费用的赔偿或补偿、或费用或利润的分享。

19. Laws of China and Arizona. 中国和亚利桑那的法律。

- a) Both Institutions recognize that, as a public institution of higher education under the laws of the State of Arizona, NAU is bound by provisions of Arizona law. In particular sections 38-511 (on conflict of interest), and 12-1518 and 12-133 (on arbitration) of the Arizona Revised Statutes apply. Copies of these statutes are available from the CIE upon written request. In the same manner, HNIST is subject to the laws of China.

各学校确认，作为亚利桑那州法律项下的高等教育的公共机构，NAU 受亚利桑那州法律的约束。特别是经修订的亚利桑那州法规第 38-511 条(关于利益冲突)、第 12-1518 条和第 12-133 条(关于仲裁)适用。该等法规的副本可从 CIE 获取。同样，HNIST 亦受中国法律约束。

- b) In the event either Institution's home country's laws change with respect to the terms and conditions of this Agreement, either Institution shall have the right to terminate this Agreement pursuant to Section 23 of this Agreement, or upon mutual consent, this Agreement may be amended in writing to maintain compliance with the prevailing laws of both Institutions' home countries.

若学校的本国法律关于本协议的条款条件发生变化，学校有权按照本协议第 23 条终止本协议，或在双方同意的情况下，本协议可通过书面修改，以保持遵守各学校本国的现行法律。

- c) This Agreement exists in two versions, one in English and the other in the official language of HNIST. Both versions have equal value. The Institutions acknowledge and agree that the version in the official language of HNIST shall be approved within thirty (30) days of this Agreement.
本协议有二个版本，一个是英文，另一个是中文。两个版本具有相同效力。各学校确认并同意中文文本应在本协议订立后三十(30)日内获得批准。

20. Relationship of the Parties. 缔约方之间的关系。

Each Institution is an independent contractor and is independent of the other. Under no circumstances shall any employees of one Institution be deemed the employees of the other Institution for any purpose. This Agreement does not create a partnership, joint venture or agency relationship between the Institutions of any kind or nature. This Agreement does not create any fiduciary or other obligation between the Institutions, except for those obligations expressly and specifically set forth herein. Neither Institution shall have any right, power, or authority under this Agreement to act as a legal representative of the other, and neither Institution shall have any power to obligate or bind the other or to make any representations, expressed or implied, on behalf of or in the name of the other in any manner or for any purpose whatsoever. Each Institution acknowledges that the relationship of the Institutions hereunder is non-exclusive.

各学校是独立的承包商，彼此独立。一所学校的任何员工在任何情况下不得以任何目的视为另一所学校的员工。本协议不在各学校之间创设任何类型或性质的合伙、合资或代理关系。本协议不在各学校之间创设任何委托或其他义务，除了本协议中明确具体阐明的义务。任一学校不具有任何权利或权力按照本协议代表另一学校的法定代表，且任一学校无权使另一学校负有义务或受约束，或以任何方式或为任何目的代表另一学校或以另一学校的名义作出任何明示或暗示的陈述。各学校确认本协议项下各学校的关系是非排他性的。

21. Disputes. 争议。

The Institutions shall make a good faith endeavor 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. Failing amicable settlement of any Dispute through reasonable efforts by both Institutions, this Agreement may be terminated immediately pursuant to Section 23 herein.

各学校应通过双方间的直接谈判，善意努力友好解决彼此之间基于本协议及其任何后续修订所产生或与之相关的任何纠纷、分歧、争议或索赔（以下简称“争议”），包括但不限于本协议的订立、有效性、约束力、解释、履行、违约或终止，以及非合同性索赔。若各学校通过合理努力未能友好解决任何争议的，本协议应立即按照本协议第 23 条终止。

22. Duration. 期间。

Notwithstanding anything to the contrary in this Agreement, and unless terminated earlier pursuant to mutual agreement or pursuant to the provisions of this Agreement the obligations of the parties set forth herein shall remain in effect without limitation as to time. Both Institutions agree that changes to law and policy may, at any time throughout the duration of this Agreement, require amendments to the terms and conditions of this Agreement. Any such amendments to this Agreement shall be by way of a written Addendum, signed by both parties. If the Term of this Agreement expires in the course of a semester during which a Program Student is participating, it shall remain in force until the end of that student's Program. 尽管本协议有相反的规定, 除非根据共同约定或本协议的条款终止, 协议双方在本协议项下的义务应继续保持有效, 不受时间的限制。两个机构均同意, 本协议有效期内的任何时间内, 法律或政策发生变化的, 可以要求对本协议的条款和条件进行修改。对本协议进行的任何该修改应以书面补充协议的形式进行, 由协议双方签字。若本协议的条款在学生所参加项目的一个学期期间届满, 该条款应继续保持有效, 直至学生的项目结束。

23. Termination. 终止。

- a) This Agreement is subject to revision by mutual consent in writing. It shall be considered a continuing Agreement with the understanding that it may be terminated by mutual consent at any time. Either Institution may terminate this Agreement at the completion of an academic year by giving the other Institution at least ninety (90) days written notice of such intent. Termination or changes made to this Agreement will only pertain to future cooperation and will in no way affect current Program Students or Visiting Faculty involved in the Program at the time of termination or amendment.
本协议经双方书面同意后可予以修订。其应视为本协议的持续履行, 且可在任何时间由双方同意终止。各学校可提前至少九十(90)日书面通知另一学校于学年结束时终止本协议。本协议的终止或修订仅适用于未来的合作, 且在终止或修订时不得以任何方式影响项目相关的现有学生或访问教员。
- b) No new Program Students shall be added after written notice to terminate has been received by the Institutions, but all Program Students who were approved prior to the receipt of termination notice will be allowed to complete the Program.
各学校收到书面终止通知后, 不得增加新的项目学生, 但收到终止通知前获得批准的所有项目学生将被允许完成项目。
- c) The Institutions agree that termination will be implemented in such a way as to avoid negatively affecting continuing and recently initiated Programs under this Agreement.
各学校同意, 终止将以避免对本协议项下持续和最近发起的项目产生负面影响的方式执行。

24. Notices. 通知。

Any notice, request, approval or other communication required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to be duly given if hand-delivered or if sent by an international package courier service, postage prepaid, to the applicable address as either institution may designate by notice to the other institution as provided in this Section.

根据本协议要求或允许提供的任何通知、请求、批准或其他通信均应采取书面形式, 而且, 若由专人送达或通过国际包裹快递服务并预付邮资的方式发送至各学校通知另一学校的合适地址(如本条载明), 应被视为正式送达。

If to NAU:	Center for International Education Attention: Northern Arizona University Box 5598 Flagstaff, Arizona 86011, USA Tel: +1-928-523-2409
若寄至 NAU:	国际教育中心 收件人: Daniel Palm 北亚利桑那大学 Box 5598 Flagstaff, Arizona 86011, USA 电话: +1-928-523-2409
If to HNIST:	Office Name: International Exchange Office Name of Institution: Hunan Institute of Science and Technology Address: Xueyuan Rd, Yueyang city, Hunan Province, China Tel: 86-730-8640901(0)
若寄至湖南理工学院:	办公室名称: 国际交流处 收件人: 陈钰 学校名称: 湖南理工学院 地址: 中国湖南省岳阳市学院路 电话: 86-730-8640901(0)

25. No Third-Party Beneficiaries 无第三方受益人

HNIST and NAU are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third parties or institutions unless such third parties or institutions are individually identified by name herein and expressly described as intended beneficiaries of the terms and conditions of this Agreement.

HNIST 和 NAU 是本协议的唯一缔约方且为有权履行其条款的唯一缔约方。本协议不直接或间接或以其他方式向第三方或机构给予或有意给予或被解释为给予或提供任何权益或权力，除非该等第三方或机构由本协议单独载明名称，并明确载明为本协议条款和条件的拟定受益人。

IN WITNESS WHEREOF, the Institutions to this Agreement, by the signatures below of their authorized representatives, acknowledge having read and understood the Agreement and agree to be bound by its terms and conditions.

本协议中的各学校通过其授权代表的下方签字确认已阅读并理解本协议，并同意受其条款和条件的约束，以昭信守。

Arizona Board of Regents
for and on behalf of
Northern Arizona University
亚利桑那州大学评议委员会
(代表北亚利桑那大学)

By: _____

Dr. Rita Hartung Cheng
President 校长

Date: _____

July 8, 2019

Hunan Institute of Science and Technology
湖南理工学院

By: _____

LU Xianming 卢先明
President 校长

Date: _____

2019. 7. 18

