

## **General Collaboration Agreement**

*Between*

**The Arizona Board of Regents for and on behalf of  
Arizona State University ("ASU")**

*and*

**Sichuan University ("SCU")**

### **Declarations**

The legal representatives of each institution declare that:

Arizona State University ("ASU") is governed by the Arizona Board of Regents, a body corporate established by the laws of the State of Arizona, United States of America. Sichuan University ("SCU") is a public university established by the laws of China.

Each party is an institution of scientific research and undergraduate and graduate studies, legally constituted under the laws of its respective country.

This General Collaboration Agreement (this "Agreement") is made within a spirit of equality of capabilities, academic level, rights and responsibilities.

In order to encourage closer academic ties, ASU and SCU intend to enter into agreements addressing areas of interest and benefit to both institutions. This Agreement will serve as a general framework for cooperation between the two institutions and is intended to facilitate the development of specific bilateral programs of collaboration.

In particular, both institutions agree:

- A. To identify opportunities for the exchange of faculty and research staff.
- B. To exchange and educate academic personnel through sabbaticals, short stays, seminars, courses, workshops, etc.
- C. To jointly develop research programs and projects.
- D. To jointly develop undergraduate and graduate programs.
- E. To exchange information in the fields of interest to both institutions.
- F. To explore opportunities for student exchange, studies and research.

- G. To explore opportunities to send or receive visiting students for a semester or year
- H. To jointly carry out professional and academic events.
- I. To mutually lend advice, technical support and services.
- J. To identify other areas of possible interest and collaboration.

The scope of activities under this Agreement shall be determined mutually by the parties and shall be subject to the finances available at each institution for the types of collaboration undertaken and by such other financial assistance as may be obtained by each institution from external sources. Each cooperative activity undertaken by the parties hereunder shall be preceded by detailed discussions and a written agreement (each, a "Specific Collaboration Agreement") that addresses information pertaining to such activity, including statement of work, duration, cost, intellectual property rights and other necessary terms for international cooperative activities.

**Based on the above, the parties agree to the following:**

1. Both parties are obligated to present written specific proposals to collaborate in areas of mutual interest which, if approved by both institutions, will be separate from the present instrument and elevated to the category of Specific Collaboration Agreements. Each Specific Collaboration Agreement shall be in writing and signed by authorized representatives of both parties.

**2. ASU and SCU agree that:**

- a. Any individual participating in any aspect of this Agreement shall be selected on the basis of merit without regard to race, national or ethnic origin, color, religion, sex, marital status or physical handicap.
- b. Participants will remain bona fide students or academic staff members of their home institution throughout the Term of this Agreement.
- c. All participants under this Agreement, including students and academic staff engaged in study or joint research projects arising out of this Agreement, are expected to respect and honor the laws, rules and regulations of the host institution and the host country.
- d. Reasonable efforts will be made to have equivalent numbers of students and staff members exchanged from each institution during the Term of this Agreement.
- e. Each institution will undertake to encourage joint research among its own faculty members and researchers from the other institution on mutually agreed upon projects funded by external agencies.

- f. Each institution will undertake to provide reasonable office space and other reasonable working facilities to approved researchers from the other institution.
  - g. Each institution will undertake to facilitate the access of researchers from the other institution to data sources generally available to its own researchers.
  - h. This Agreement shall take effect when signed by the legal representatives of both institutions.
3. For the implementation and care of this Agreement, ASU appoints Dean of Graduate Education, Alfredo Artiles, and SCU appoints Vice Dean of International Office, Guan Ping. Notices shall be sent to the following people at the following addresses:

**For ASU:**

Alfredo Artiles  
Dean, Graduate Education  
Arizona State University  
1120 S. Cady Mall, INTDS-B 285  
Tempe, AZ 85287-1003  
USA  
Telephone: (480) 965-7279  
Fax: (480) 727-0881  
Email: [iige@asu.edu](mailto:iige@asu.edu), [alfredo.artiles@asu.edu](mailto:alfredo.artiles@asu.edu)

**For SCU:**

Guan Ping  
Vice Dean, International Office  
Sichuan University  
Sichuan University, No.24 South Section 1, Yihuan Road, Chengdu, P. R. China  
Telephone: (86) 28-85403050  
Fax: (86) 28-85403260  
Email: [nic8207@scu.edu.cn](mailto:nic8207@scu.edu.cn)

All notices, requests, reports and other communications required or permitted to be given under this Agreement shall be deemed to have been duly given if the same shall be in writing and shall be delivered either (i) personally, (ii) by facsimile transmission, with a copy by regular mail, (iii) by registered or certified mail, postage prepaid, return receipt requested or (iv) by courier to the address written above or to such other address or facsimile number as may be specified from time to time in a written notice given by a party in accordance with this paragraph. The parties agree to acknowledge in writing the receipt of any written notice, request, report or other communication under this paragraph that is delivered in person.

#### **4. Use of Intellectual Property and Marks / Information Sharing / Publication**

- a. The parties agree that this Agreement does not constitute a grant by either party to the other of any license or rights whatsoever to the Intellectual Property of a party that may exist at the time this Agreement is entered. For purposes of this Agreement, "Intellectual Property" includes, but is not limited to, all registered and common law trademarks and service marks used in any country by the parties, logos, business names and other identifying property, patents (as well as all rights of invention, patented or not), copyrights, trade secrets, know how, courses, industrial designs, utility models, Confidential Information, commercial or proprietary names, commercial notices, rights archives, domain names, and all types of proprietorship rights and forms of industrial or intellectual property that can be protected by corresponding laws.
- b. Each party agrees that it will not use, commercialize, reveal to third parties, distribute, give, or in any other form dispose of or disseminate the Intellectual Property or confidential or proprietary materials or information of the other party (collectively, the "Confidential Information") without the prior written consent of the other. "Confidential Information" shall not include:
  - i. Information that was or becomes published, known publicly, or otherwise in the public domain without breach of this Agreement or any other obligation of confidentiality;
  - ii. Information that is required to be disclosed by the receiving party by law or court order, provided that the receiving party gives the disclosing party prompt notice prior to making such compelled disclosure so that the disclosing party may seek a protective order or other appropriate remedy and further provided that the receiving party discloses only that portion of the confidential information that is legally required to be disclosed;
  - iii. Information that was lawfully known to or in the possession of the receiving party prior to the time of the disclosing party's disclosure, as reflected in the receiving party's written records; or
  - iv. Information that is disclosed lawfully to the receiving party by a third party having the right to disclose it without an obligation of confidentiality.

The disclosure of Intellectual Property or Confidential Information by one party to the other hereunder shall not constitute or be deemed to result in the grant of any right or license by the disclosing party to the receiving party.

- c. ASU and SCU understand that information and materials provided by ASU or within the custody of ASU are subject to the Arizona Public Records Act, and the information and materials provided by the SCU to ASU are subject to the laws of China.
- d. Ownership of Intellectual Property shall be as set forth below.

- i. The parties understand and agree that ASU retains any and all right, title and interest in and to any and all Intellectual Property developed, created, collected, received, brought into or used solely by ASU in its performance under this Agreement and that ASU shall have the exclusive right to copyright, publish, distribute, disclose, use or disseminate in whole or in part any such Intellectual Property.
  - ii. The parties understand and agree that SCU retains any and all right, title and interest in and to any and all Intellectual Property developed, created, collected, received, brought into or used solely by SCU in its performance under this Agreement and that SCU shall have the exclusive right to copyright, publish, distribute, disclose, use or disseminate in whole or in part any such Intellectual Property.
  - iii. The parties understand and agree that any joint Intellectual Property created or developed under this Agreement shall be owned by both parties and the parties shall work in good faith to agree which party shall be responsible for patent prosecution and commercialization efforts prior to taking any action to obtain patent protection or to commercialize such Intellectual Property. Each party shall have a royalty-free, non-exclusive, and irrevocable license to use (i.e., reproduce, distribute, display, perform and create derivative works) such joint Intellectual Property, so long as such uses are for its own internal, noncommercial, educational and research purposes.
- e. Neither party may publish the results of the parties' joint efforts without giving appropriate credit to the other party in the publication and an opportunity to review the draft publication.
  - f. The parties agree to provide each other all reasonable assistance in the application, filing, and securing of Intellectual Property rights and protections.
  - g. The parties acknowledge that each is the owner of certain names, designations, trade names, trademarks, service marks, logos, abbreviations, business names, and other identifying property ("Marks"), which have become associated and identified with the party. It is expressly agreed and understood that:
    - i. Any use by one party of the other party's Marks shall be subject to the prior written approval of the party owning the Marks and such use shall be solely in connection with this Agreement. SCU agrees to comply with ASU's trademark licensing program in connection with its use (if any) of ASU's Marks on goods and in relation to services. Prior to any use of an ASU Mark by SCU or its affiliates or successors or assigns, SCU will submit the proposed use of the Mark (together with a sample or specimen of the intended use) to ASU's Trademark Licensing Coordinator for approval. Except as expressly authorized in this Agreement, SCU is not permitted to use any ASU Mark without prior written

approval by ASU's Trademark Licensing Coordinator. SCU use of any ASU Mark must comply with ASU's requirements, including using the "circle R" indication of a registered trademark.

- ii. Each party shall have the right to monitor the development of marketing ideas and withdraw any permission or license that it has granted to the other to use its Marks if such use of the Marks will be contrary to the validity, preservation, integrity, character, and dignity of that party's Marks.
- iii. Each party waives any past or future right, title or interest in or to the Marks of the other party that might otherwise be available beyond this Agreement and acknowledges that upon termination of this Agreement, it shall have no further right to use such Marks.
- iv. Nothing in this Agreement shall be construed or interpreted to prevent either party from granting to the other any other license for the use of its Intellectual Property or its Marks.

## **5. Relationship of the Parties**

Each party is an independent contractor and is independent of the other party. This Agreement does not create a partnership, joint venture or agency relationship of any kind between the parties. This Agreement does not create any fiduciary or other obligation between the parties, except for those obligations expressly and specifically set forth herein. Neither party shall have any right, power or authority under this Agreement to act as a legal representative of the other party, and neither party shall have any right or authority to bind or obligate the other or make any representation or warranty on behalf of the other. Under no circumstances shall any employees of one party be deemed the employees of the other party for any purpose. Each party is responsible for the direction and compensation of its employees. Each party acknowledges that the relationship of the parties hereunder is non-exclusive.

## **6. Term**

- a. The initial term of this Agreement (the "Term") shall commence on the date noted below the ASU Provost signature block of this Agreement and shall continue for a period ending five (5) years thereafter. This Agreement shall earlier terminate:
  - i. At any time if either party gives thirty (30) days prior written notice of its intention to terminate the Agreement to the other party;
  - ii. In the event of a breach by either party of any provision of this Agreement which is not cured within fifteen (15) days of receipt of written notice from the non-breaching party describing the breach;

- iii. Immediately if either party becomes insolvent, dissolves or makes an assignment for the benefit of its creditors, files or has filed against it any bankruptcy or reorganization proceeding, or becomes unable, or admits in writing its inability to meet its obligations as they mature.
- b. Without prejudice to any other remedy for breach of this Agreement, upon termination of this Agreement, no party will be released from any obligations which have accrued prior to the effective date of such termination.
- c. On no account should the termination of this agreement affect the study program of the teachers and students who signed up. The teachers and students who already signed up can finish this program and get credits as planned.

## **7. Force Majeure**

No party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under this Agreement due to a natural disaster, actions of third parties or actions or decrees of governmental bodies beyond the control of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of this Agreement. The party so affected shall give prompt notice to the other party of the Force Majeure Event. Upon such notice, all obligations of the affected party under this Agreement which are reasonably related to the Force Majeure Event shall be immediately suspended, and the affected party shall do everything reasonably possible to resume performance as soon as practicable. Notwithstanding, if after fifteen (15) days from the Force Majeure Event the affected party cannot resume performance, the other party may terminate this Agreement with no further responsibilities.

## **8. Dispute Resolution**

The parties hereby agree that, in the event of any dispute between the parties relating to this Agreement, the parties shall first seek to resolve the dispute through informal discussions.

In the event any dispute cannot be resolved informally within sixty (60) days, the parties will submit the dispute to non-binding arbitration to be conducted by mutually agreed upon arbitrators and pursuant to mutually agreed upon rules and in the English language. Each party shall bear its respective costs of arbitration.

## **9. Severability**

9.1. If any provision of this Agreement is held to be invalid or unenforceable, such decision shall not affect the validity or enforceability of the Agreement or any of the remaining provisions.

9.2. Whether this Agreement is terminated prematurely or due to force majeure termination does not affect the legitimate rights and interests of the teachers and students who have entered the bilateral cooperation. Both parties will continue to perform their duties according to the obligations stipulated in this Agreement.

## 10. Assignment

Neither party to this agreement may assign or subcontract or otherwise transfer its rights and duties under this Agreement and subsequent agreements arising from this Agreement without the prior written consent of the other party.

## 11. Entirety

This Agreement, including all terms and conditions and its Exhibits, if any, is a complete and exclusive statement of the Agreement between the parties, which supersedes all prior or concurrent proposals and understandings in any language, whether oral or written, and all other communications, in any language, between the parties relating to the subject matter of this Agreement. Such communications include but are not limited to in person conversations, telephone exchanges including any messages received or not received, email or other electronic transmissions including instant messaging services or fax, letters, memoranda, etc.

## 12. Amendments

No amendments, modifications or supplements to this Agreement shall be binding unless in writing and signed by all parties to this Agreement.

## 13. State of Arizona Provisions

- a. **Non-Discrimination.** To the extent applicable, the parties agree to comply with all state and federal laws, rules, regulations and executive orders governing equal employment opportunity and non-discrimination, including the Americans with Disabilities Act.
- b. **Non-Appropriation.** The parties recognize that performance of this Agreement by ASU 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 SCU, ASU may immediately cancel this Agreement without further duty or obligation. SCU recognizes and understands that appropriation is a legislative act and is beyond the control of ASU.
- c. **Provisions in Arizona Law.** Both parties recognize that as a state institution in Arizona, ASU is bound by provisions of Arizona law, and SCU is subject to provisions of the laws of China. Notice is provided of Arizona Revised Statutes, sections 12-133, 12-1518, and 38-511. Copies of these statutes are available on request.

## 14. Translation

The performance of ASU's obligations will be governed by the English version of this Agreement. The performance of SCU's obligations will be governed by the Chinese version of this Agreement. The parties agree that the English version and the Chinese version are similar and that the provisions in both languages are in conformity and consistent with the intentions of the parties.



**15. Signatures**

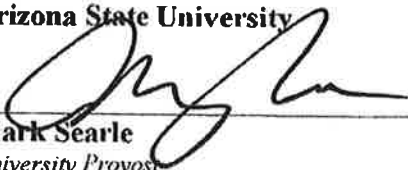
After reading and having knowledge of the legal extent of this Agreement, the undersigned parties bind themselves to the terms and conditions set forth in this Agreement, as of the effective date noted below.

The Chinese version of the present General Collaboration Agreement is signed in Chengdu, China on the date(s) set forth below, the English version of the present General Collaboration Agreement is signed in Tempe, Arizona, USA on the date(s) set forth below, and both are signed in duplicate by the legal representative of the interested institutions in conformity to the content.

**The Arizona Board of Regents**

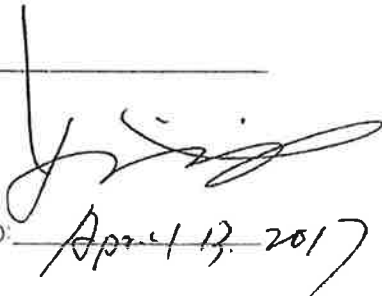
*for and on behalf of*

**Arizona State University**

  
\_\_\_\_\_  
**Mark Searle**  
*University Provost*  
*Arizona State University*

Date Signed 4-28-17

**Sichuan University**

  
\_\_\_\_\_  
**Yan Shijing**  
*Vice President*  
*Sichuan University*

Date Signed (required) April 13, 2017

## 框架合作协议

亚利桑那大学董事会谨代表

亚利桑那州立大学

四川大学

声明

各机构法定代表人特此声明：

亚利桑那州立大学（以下简称“ASU”）由亚利桑那大学董事会监管，该董事会是依照美国亚利桑那州法律设立的法人团体。合作大学中文名称（以下简称“SCU”）是按中国法律成立的一所公立大学。

各方均为依据各自所在国家法律合法成立的本科生和研究生教学科研机构。

双方本着在能力、学术水平、权利及责任方面相互平等的精神达成本“框架合作协议”（以下简称“本协议”）。

为促进双方更紧密的学术联系，ASU 与 SCU 有意在双方共同关注并有利的领域订立相关协议。本协议将作为双方彼此间合作的总体框架，以促进具体双边合作方案的展开。

特此，双方同意：

- A. 寻求教师和科研人员的互换交流的机会。
- B. 以学术假期游学、短期逗留、研讨会、课程、研习班等形式进行双方学术人员之间的交流和教育。
- C. 联合开发研究方案和项目。
- D. 联合开发本科生和研究生课程。
- E. 在双方共同感兴趣的领域交换信息。

- F. 谋求学生互换交流、学习和研究的机会。
- G. 探索短期留学生交换项目，时间为一个学期或一个学年。
- H. 联合举办专业和学术活动。
- I. 相互提供建议、技术支持和服务。
- J. 寻求其他可关注并开展合作的领域

本协议项下活动范围应由协议双方共同决定，并以各机构开展不同类型合作中的可用财力为依据，及各机构从外部来源可获得的其他财务资助为依据。本协议双方开展任一合作事项前均须双方详细讨论，并达成书面协议（均称为“具体合作协议”），以确立此项合作的相关信息，如工作说明、期限、成本，知识产权及其他开展国际合作活动必要的条款。

**基于上述情况，双方达成如下条款：**

1. 双方有责任在共同关注的领域提交书面的具体合作建议，如经双方共同批准，将另于本协议书之外升级为“具体合作协议”。每一项“具体合作协议”应以书面形式经双方授权代表签署而成立。
2. ASU 和 SCU 同意：
  - a. 在任何方面参与此协议的任何个人的选拔应取决于个人能力，不得以其种族、民族、人种、肤色、宗教、性别、婚姻状况或身体残疾为选拔标准。
  - b. 在本协议期限内的项目参加者将保持其隶属于母校的学生或教研人员身份不变。
  - c. 所有本协议项下的项目参加者，包括参与本协议派生出的学习或联合研究项目的学生和教研人员，应当尊重和遵守东道国和东道院校的相关法律、法规和规章制度。
  - d. 本协议期限内双方将尽力保证相互交流的学生和员工数量相当。
  - e. 各机构承诺将鼓励本院校教师与对方院校研究人员开展合作研究，开展共同商定的由外部机构资助的项目。
  - f. 各机构承诺为经审批的来自对方机构的研究人员提供合理的办公空间和其他合理的工作设施。
  - g. 各机构承诺尽力为来自对方机构的研究人员提供与本机构研究人员一般情况下所享有的同样的数据来源。

h. 本协议自双方法定代表人签字起生效。

3. ASU 研究生院教务长 Alfredo Artiles, SCU 任命国际合作与交流处副处长关平, 共同负责本协议的实施和管理。相关通知将发送至下列地址及收件人:  
**ASU 方:**

Alfredo Artiles  
研究生院教务长  
亚利桑那州立大学  
邮政信箱 871003  
坦佩, 亚利桑那州 85287-1003  
美国  
电话: (480) 965-7279  
传真: (480) 727-0881  
Email: [iiige@asu.edu](mailto:iiige@asu.edu), [alfredo.artiles@asu.edu](mailto:alfredo.artiles@asu.edu)

**SCU 方:**

关平  
国际合作与交流处处长  
四川大学  
四川省成都市一环路南一段 24 号  
电话: (86) 28-85403050  
传真: (86) 28-85403260  
Email: [nic8207@scu.edu.cn](mailto:nic8207@scu.edu.cn)

本协议项下要求或许可的所有通知、请求、报告或其他通讯应被视为已正式发出, 如同内容应以书面形式发出, 交付方式包括 (i) 个人亲自递交, (ii) 以传真发送, 同时有一副本通过普通邮件发送, (iii) 以挂号邮件投递, 邮资预付, 要求回执或 (iv) 通过快递至上述地址或协议一方依据本款以书面形式另外提供的其他地址或传真号码。双方同意以书面形式确认所收到的任何书面通知、请求、报告或依据本款由个人亲自递交的其他通讯。

#### 4. 知识产权及商标/信息共享/出版物的使用

- a. 协议双方同意, 对于在本协议签订时任何一方当事人所享有的知识产权, 本协议不构成任何一方对另一方在此知识产权方面的许可或权利授权。在本协议中, “知识产权” 包括, 但不限于, 所有注册和普通法商标、双方在任何国家使用的服务标志、徽标、企业名称和其他身份识别标识、专利 (以及所有发明权利, 不论获得专利与否)、版权、商业秘密、专有技术、课程、工业设计、公共样板、保密信息、商业或专有名称, 商业通知、权利档案、域名, 和可受相应法律保护的所有类型的所有者权利和所有形式的工业或知识产权。

- b. 协议各方同意，未经另一方事先书面同意，不得使用、商业化、透露给第三方、散发、给予或以任何其他形式处置或传播其知识产权、保密或专有材料及信息（统称为“保密信息”）。“保密信息”不应包括：
- i. 已出版或即出版的信息，为公众普遍知悉，或在不违反本协议或任何其他保密义务的前提下以其他方式进入公共领域的信息；
  - ii. 依据法律或法庭命令接收方必须予以披露的信息，前提是在做出这种被迫披露前，接收方须及时通知披露方，使披露方可以寻求保护令或其他适当的补救措施，并且接收方只能披露法律规定必须予以披露的保密信息；
  - iii. 接收方有书面记录信息证明，在披露方的披露时间之前合法已知或已获得的信息；
  - iv. 在第三方没有保密义务下有权合法地披露的接收方信息。

协议一方依本协议披露给另一方的知识产权或保密信息，不构成或被视为由披露方授予接收方的任何权利或许可。

- c. ASU 和 SCU 均承认由 ASU 提供或属于 ASU 保管范围的信息和材料须遵守《亚利桑那州公共记录法》，SCU 提供给 ASU 的信息和材料也必须受中国法律的管辖。
- d. 知识产权的所有应依据下述条款。
- i. 双方理解并同意，本协议项下 ASU 在履约过程中对经其单方面开发、创造、收集、接受、带入或使用的任何及所有知识产权保留任何及所有权利、所有权和权益。ASU 享有独有的对这些知识产权的全部或部分取得版权、出版、散发、批露、使用或传播的权利。
  - ii. 双方理解并同意，本协议项下 SCU 在履约过程中对经其单方面开发、创造、收集、接受、带入或使用的任何及所有知识产权保留任何及所有权利、所有权和权益。SCU 享有独有的对这些知识产权的全部或部分取得版权、出版、散发、批露、使用或传播的权利。
  - iii. 双方理解并同意，本协议项下联合创造或开发的任何知识产权将由双方共同享有，双方应真诚守信，在采取任何行动对该知识产权获得专利保护或进行商业化之前，协议确定由哪一方负责专利申请和商业化的努力。本协议各方方享有免版税的、非排他性的、不可撤销的许可权使用（即复制、散发、展示、表演和创作衍生作品）这些联合知识产权，只要其用途是内部的、非商业性的、用于教育和研究的。

- e. 经双方共同努力的成果，任何一方不得在不给予另一方信誉以及未经另一方审阅出版物初稿的情况下发布。
- f. 双方同意在申请、提交审核并获得知识产权各项权利和保护过程中相互提供一切合理协助。
- g. 双方确认各自持有某些名称、命名、商品名、商标、服务标记、徽标、缩写、商业名称及其他身份识别标识（以下简称“商标”），构成与持有者相互关联并形成身份认同。双方明确约定并理解：
  - i. 任何一方使用另一方的商标时须经商标所有者事先书面许可，而且这些使用应仅限于与本协议相关事务。SCU 同意遵守 ASU 在其关联产品和有关服务方面的商标使用许可计划。SCU 及其附属机构、承继人或受让人对 ASU 商标的任何使用之前，SCU 须向 ASU 的商标使用许可协调员提交拟使用该商标（与样品或计划使用的样本一起）的申请，获得批准。如未在本协议中明确授权，SCU 不得未经 ASU 的商标使用许可协调员的事先书面批准使用任何 ASU 的商标。SCU 使用 ASU 的任何商标必须遵守 ASU 的要求，包括使用注册商标的“圆圈 R”标志。
  - ii. 本协议各方均有权监测市场营销理念的发展，如一方对另一方商标的使用违背该商标的有效性，完整性，诚信度，有效特性，和身份特征商标持有者有权撤回已给予另一方使用其商标的任何许可或授权。
  - iii. 本协议各方放弃任何过去或未来从本协议外可能获得的对另一方商标的权利、所有权及权益，并确认本协议终止后，双方均无权继续使用另一方的商标。
  - iv. 本协议的任何规定不得解释或诠释为阻止任何一方授予另一方使用其知识产权或商标的许可。

## 5. 协议双方的关系

协议双方均为独立于另一方的独立缔约方。双方不因本协议建立合伙关系、合资关系或任何形式的委托代理关系。除本协议内明确、具体规定的义务之外，本协议不产生当事人之间的任何信托或其他义务。本协议项下任何一方均不得有任何权利、权力或授权作为另一方的法定代表人，任何一方均没有权利或授权约束或强制另一方，或代表另一方做声明或保证。在任何情况下，不论出于任何目的，协议一方的任何雇员不得被视为另一方的雇员。协议双方各自负责各自员工去向和薪酬。每一方均承认本协议项下双方的关系是非排他性的。

## 6. 协议期限

- a. 本协议初始期限（“期限”）应从本协议的 ASU 教务长签字区域所示日期开始，并持续至此后五（5）年结束。如有下列情况发生，本协议将提前终止：
  - i. 合同期限内任何时候，如有一方向另一方提前三十（30）天给出有意终止该协议的书面通知；
  - ii. 任何一方违反本协议规定，且在收到未违约方说明其违约行为的书面通知后十五（15）日内未予纠正；
  - iii. 任何一方破产、解散或为其债权人利益而转让，申请或已被起诉破产或进入重组程序，无力履行或以书面形式承认其无法在其义务到期时履行协议。
- b. 如因一方违约本协议终止后，并不影响其采取其它补救措施，在协议期限规定的有效终止日期前任何一方不得解除其义务。
- c. 任何情况下，本协议提前终止，均不得影响已参与本项目的师生的学习计划。已参与项目的师生可依原计划完成学业，取得成绩。

## 7. 不可抗力

如任何一方因自然灾害、其他第三方的行为或受事故影响方无法控制的政府部门的规定或行为（“不可抗力事件”）不能履行本协议项下的责任，不得承担因此产生的费用或损失。不可抗力事件不构成对本协议的违约。受事故影响方应就不可抗力事件即时通知协议另一方。接获通知后，受事故影响方在本协议下所有与不可抗力事件合理相关的责任应立即暂停，受事故影响方须尽一切合理可能以尽快恢复履行协议。尽管如此，如不可抗力事件十五（15）日后，受事故影响方仍无法恢复履行协议，另一方可免于进一步责任终止本协议。

## 8. 争议解决

双方特此同意，双方应首先寻求通过非正式讨论解决本协议当事人之间的任何争议。

如任何争议不能于六十（60）日内以非正式形式解决，协议双方将提交争议至双方共同选定的仲裁员进行无约束力仲裁，双方同意以英文版协议作为依据。双方各自承担其相应的仲裁费用。

## 9. 条款可分割性

如本协议的任何条款被认定为无效或不可执行，该认定将不会影响本协议及本协议内任何其它条款的有效性与可执行性。

无论本协议是提前终止或因不可抗力终止，都不影响已进入双方合作项的师生的合法权益。双方将继续按本协议约定的义务履职。

## 10. 转让

未经另一方事先书面同意，本协议任何一方不得转让、转包或以其他方式转移其在本协议项下，及依本协议所产生的后续协议项下的权利和义务。

## 11. 完整性

本协议，包括所有条款及其附表，构成协议双方完整和独有的协议，取代有关本协议标的物的当事人之间所有之前或同时用任何语言提出的提议和理解，无论口头、书面或任何其他通讯形式。其他通讯形式包括但不限于当面谈、所有接听或未接听的电话往来、电子邮件或其他电子信息传送如即时通讯服务或传真、信件、备忘录等。

## 12. 协议的修订

所有本协议的修订、修改或补充须以书面形式并由协议双方共同签署。

## 13. 亚利桑那州规定

- a. 非歧视原则。在协议适用范围内，双方同意遵守所有平等的就业机会和非歧视方面本州及联邦法律、法规、规章和行政命令，包括美国残疾人法案。
- b. 不拨款条款。双方承认 ASU 履行本协议须取决于亚利桑那州议会（以下简称“议会”）的拨款。如议会未能拨出必要的资金，ASU 将在第一时间 (immediately) 以书面形式通知 SCU，取消本协议，而免于进一步的责任或义务。SCU 承认并理解，拨款是不由 ASU 控制的立法行为。
- c. 亚利桑那州的法律规定。双方承认 ASU 作为亚利桑那州的一个公立机构，须遵守美国亚利桑那州的法律规定，SCU 也同样须遵守中国的法律规定。相关通知见《亚利桑那州修正法规》，第 12-133 条、第 12-1518 条以及第 38-511 条。可应要求提供这些法规的副本。



#### 14. 翻译

ASU 将遵守及履行英文版协议中规定的义务及权利，SCU 将遵守及履行中文版协议中规定的义务及权利。双方均同意英文版协议与中文版协议的内容相符，英文原件与中文翻译件内容具有一致性，没有分歧。

#### 15. 签名

双方均已阅读并知晓本协议法律效力，同意遵守本协议规定的条款，于如下签署之日起生效。

本协议一式两份，英文版于如下所示日期由协议美方法定代表人在坦佩市，亚利桑那州，美国签署。中文版于如下所示日期由协议中方法定代表在中国 SCU 城市签署。

亚利桑那大学董事会  
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