MEMORANDUM OF COOPERATION

Between

BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA
BY AND ON BEHALF OF
GEORGIA STATE UNIVERSITY AND ITS
OFFICE OF INTENRATIONAL INITIAGIVES, ATLANTA, U.S.A.

And

SCHOOL OF CONTINUE EDUCATION

GUANGZHOU UNIVERSITY, PR CHINA

Office of International Initiatives at Georgia State and School of Continue Education at Guangzhou University in PR China enter into this Memorandum of Cooperation (the "MOC") in order to promote international cooperation in education and research.

1. **Purpose of MOC** Both parties agree to establish and encourage mutually beneficial scientific, technological, educational and other relations which may entail the following types of activities:

    - Exchange of academic staff members for the purpose of research, teaching and the presentation of special courses in their fields of specialization;
    - Student exchange and study abroad programs;
    - Establishment of joint research programs;
    - Collaboration on third party funded educational or economic assistance activities such as Global TESOL Certificate Programs;
    - Engage in Faculty Mentoring Programs;
    - Participate in Georgia State University's Summer Institute;
    - Organization of conferences, seminars and symposia of mutual interest to the institutions.

2. **Program Specific Agreements** This MOC is designed to facilitate development of mutually beneficial exchanges/programs and to promote research and educational relationships, and should not be deemed to create legal and financial relationships between the parties.

Before any of the activities referenced above in Paragraph 1 may be implemented, both parties shall negotiate details and resolve the issues involved therewith and enter into an agreement pertaining to that activity ("Program Specific Agreement"). The term of such Program Specific Agreements shall not extend beyond three (3) years in length. Each such Program Specific Agreement shall be subject to the availability of any resources required for the activity; provided, however, in the event financial commitments are stated, the term of such agreements may not extend beyond one (1) year in length.

3. **Funding** The parties agree that each activity undertaken pursuant to this MOC shall be dependent on the availability of funds, and financial arrangements for each activity shall be negotiated prior to entering into a Program Specific Agreement related thereto. The parties agree that they shall use reasonable efforts to find adequate financial resources for the activities and exchanges/programs undertaken pursuant to this MOC.

4. **Term** This MOC shall become effective upon execution by both parties and shall continue for a period of five (5) years unless terminated by either party by giving written notice at least 90 days in advance of the stated termination date, provided, however, that termination of this MOC shall not affect activities already in progress pursuant to Program Specific Agreements, which shall continue until concluded by the parties in accordance with the terms of such Program Specific Agreements or as otherwise agreed to by the parties in writing. Both institutions agree to review this MOC periodically to evaluate the progress made in achieving mutual cooperation.

5. **Liaisons** Each party shall designate a person or office to serve as liaison for the relationship established by this MOC. For Georgia State, the contact will be Jun Liu, Associate Provost of International Initiatives. For Guangzhou University, the contact will be Bangyou Ding, Dean of School of Continue Education. Either party may change its own designated liaison by sending written notice to the other party of such change.

6. **Equal Opportunity** Both parties subscribe to a policy of equal opportunity and do not discriminate on the basis of race, color, gender, age, ethnicity, religion, national origin, or disability unrelated to an individual's ability to perform the duties of a particular job or position.

7. **Languages** This MOC is written in English and may be translated into Chinese. However, the texts are equally official and binding.

8. **Entire Agreement** This document constitutes the entire agreement between the parties and all prior discussions, agreements and understandings between the parties, whether verbal or in writing, are superseded by this MOC. This MOC may be amended only by means of a written instrument signed by authorized representatives of both parties.

WHEREFORE the parties to this Agreement signify their acceptance of the terms and conditions contained herein by signing in the spaces below.

Board of Regents of the University System of Georgia by and on behalf of Georgia State University Office of International Initiatives

By: _____

Jun Liu, Ph.D.
Associate Provost
International Initiatives
Georgia State University

Date: 6/2/2015

Guangzhou University School of Continue Education

By: _____

Hao Dong, Ph.D.
Vice President
Guangzhou University

Date: 2015.6.2

By: _____

Bangyou Ding, Ph.D.
Dean, School of Continue Education
Guangzhou University

Date: 2015.6.2