Memorandum of Cooperation

between

Board of Regents of the University System of Georgia by and on behalf of Georgia State University ("Georgia State"), Atlanta, Georgia, United States of America

and

Nanjing University, Nanjing, Jiangsu, People’s Republic of China

Georgia State and Nanjing University 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;
   - Exchange of postgraduate students in respect of specific research projects or courses of interest and importance;
   - Exchange of scientific and educational literature produced by either or both of the parties, as well as the exchange of materials on the most relevant and topical research by researchers at both Georgia State University and Nanjing University;
   - 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 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 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. **Liasons** Each party shall designate a person or office to serve as liaison for the relationship established by this MOC. For Georgia State, the contacts will be Jun Liu, Associate Provost for International Initiatives and Professor of Applied Linguistics, Office of International Initiatives, Suite 410, 10 Park Place NE, Atlanta, Georgia, 30303 USA. Phone: +1-404-413-2530; Fax: +1-404-413-2537; e-mail: junliu@gsu.edu and Yuan Liu, Associate Professor, Department of Biology 618 Petit Science Center 161 Jesse Hill Drive, Atlanta, Georgia 30303 USA. Tel: +1 -404-413-5407; Fax: +1 -404-413-5301; Email: yliu@gsu.edu

For Nanjing University, the contacts will be Professor Pu Lijie, Associate Vice-President for International Cooperation and Exchanges, Office of the President, Nanjing University, 22 Hankou Road, Nanjing, Jiangsu Province, 210093 China. Tel: +86-25-83593566, Email: lipu@nju.edu.cn and Zen Ke, Professor and Vice Dean, School of Life Sciences, Nanjing University, Jiangsu 210093, China. Phone: +86-25-84530231; email: kzen@nju.edu.cn

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.
Languages This MOC is written in English and Chinese with both versions and the texts are equally official and binding.

7. 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

By: Mark P. Becker
President

Date: 10-8-2012

Nanjing University

By: Chen Jun
President

Date: 12/09/2012
中华人民共和国南京大学

与

代表乔治亚州立大学的美利坚合众国乔治亚

大学系统管理理事会（“乔治亚州立大学”）

合作备忘录

为了进一步促进南京大学与乔治亚州立大学在教育及科研方面的合作，双方达成一致，共同签署以下合作备忘录（“备忘录”）。

1、合作目的 双方同意建立并鼓励有益于双方科学、技术、教育及其他方面的合作关系，具体可包含以下几方面的活动：

- 科研人员的交换，以实现在其专业领域的研究、教学、专业课程交流等目的；
- 学生交换及海外学习项目；
- 合作科研项目的实施；
- 由第三方资助的教育或经济援助项目上的共同合作；
- 在双方感兴趣且认为具有重要性的特定研究项目或课程方面开展研究生交换；
- 由任一方完成或双方共同完成的科学及教育文献的交换，或与双方科研人员的研究相关之资料的交换；
- 双方共同感兴趣的学术会议、研讨会和座谈会的组织。

2、项目具体协议 该备忘录旨在促进有益于双方的交换项目的实施，并推动双方研究和教育关系的建立，但该备忘录不应被视为双方之间建立法律及经济
关系。

在开展上述第一段中的任何活动之前，双方须协商细节、解决其中所涉及的问题并签署后续交流活动的相关协议（“具体项目协议”）。该具体项目协议期限不得超过三年。每项具体协议须视双方可以提供的任何资源而定；但如果具体项目协议中已提出了相关的财政承诺，该具体项目协议的期限不得超过一年。

3、资金 双方同意依据该合作备忘录开展的各项具体活动应取决于资金状况，同时，每项活动的资金安排应由双方签订具体项目协议之前共同协商确定。双方同意，为了开展本备忘录相关的各项活动和交换/项目，双方应尽力集体以获取足够的资金支持。

4、期限 该备忘录自双方签字之日起生效，有效期为五（5）年，除非任何一方提前90日以书面形式通知终止本备忘录。然而，该备忘录的终止不得影响任何此前根据其开展的合作活动。已开展的合作活动将持续有效，除非双方根据项目具体协议签署书面终止协议。双方同意定期检视本备忘录，以便评估双方合作的进展情况。

5、联络 任一方须设立一名人员或专门办公室作为联络人。南京大学的联系人为分管国际交流与合作的校长助理虞副校长，其联系方式为中国江苏省南京市210093，汉口路22号，南京大学校长办公室，电话：86-25-83593566，电邮：lpu@nju.edu.cn，及生命科学学院副院长崔教授，其联系方式为中国江苏省南京市210093，汉口路22号，南京大学生命科学学院，电话：86-25-84530231，电邮：kzen@nju.edu.cn。

乔治亚州立大学的联系人为分管国际项目的副处长、应用语言学教授Jun L.u，其联系方式为：Office of International Initiatives, Suite 410, 10 Park Place NE, Atlanta, Georgia, 30303 USA, 电话：+1-404-413-2530；传真：+1-404-413-2537；电邮：junliu@gsu.edu，及生物系副教授Yuan Liu，其联系方式为618 Petit Science Center 161 Jesse Hill Drive, Atlanta, Georgia 30303 USA，电话：+1-404-413-5407，传真：+1-404-413-5301，电邮：yliu@gsu.edu。

任何一方均有权以书面通知的方式更改该方的联系人。

6、机会公平原则 双方遵循机会公平的原则，不会基于种族、肤色、性别、年龄、种族、宗教、国籍与个人履行特定工作或职务的能力无关的残疾而歧视任何人。

语言 该备忘录以中文和英文书写。两种文本具有同等效力。

7、完整协议 该备忘录构成双方的全部协定，并取代此前双方之间所有的口头或书面讨论、协议及认识。该备忘录只能以书面形式作出修改并经双方授权代表签字同意。
双方以签字形式表示同意本备忘录的各项条款和规定，并在以下空格处签字：

南京大学

由：陈骏
校长

乔治亚大学系统管理
董事会代表乔治亚州立大学

由：Mark Beck
校长

日期：12/09/2012

日期：12-9-2012