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

Zhejiang Provincial Department of Science and Technology, People’s Republic of China

Georgia State and Zhejiang Provincial Department of Science and Technology (and its subsidiary colleges and universities) enter into this Memorandum of Cooperation (the "MOC") in order to promote international cooperation in science and technology as well as education.

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:

   - Establishment of joint research programs;
   - Collaboration on third party funded educational or economic assistance activities;
   - Exchange of academic and management personnel for research projects;
   - Organization of conferences, seminars, and symposia of mutual interest to the institutions;
   - 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 institutions;
   - On the basis of cooperation listed above, promotion and facilitation of student exchanges and study-abroad programs as well as graduate student exchanges on specific research projects between Georgia State University and colleges and universities under the supervision of Zhejiang Provincial Department of Science and Technology.

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. **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 Dr. Baotong Gu, Director of Confucius Institute, 75 Piedmont Avenue, Suite 926, Georgia State University, Atlanta, GA 30303 (Phone: 404-413-5270, Fax: 404-413-5478, Email: bgu@gsu.edu). For Zhejiang Provincial Department of Science and Technology the contact will be Dr. Jun Yang (address: 33 Huancheng Xilu, Hangzhou, Zhejiang Province, China; phone: 011-86-571-87054043; fax: 011-86-571-85158548; email: gestate@zju.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.

7. **Languages** This MOC is written in English and Chinese and 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  

By:  
Mark P. Becker  
President

Zhejiang Provincial Department of  
Science and Technology

By:  
XiuJum Cai

Date: 20 JUNE 2011  

Date: 2011. 6. 20
美国佐治亚州亚特兰大市佐治亚大学系统董事会隶属于佐治亚州立大学
与
中华人民共和国浙江省科学技术厅

合作备忘录

为促进科技与教育的国际合作，佐治亚州立大学与浙江省科学技术厅达成合作备忘录。

1. 合作协议目的
   双方同意在科学、技术、教育及其它方面建立并推动互惠互利的合作关系。这种关系可包括以下活动：
   - 建立科研合作项目；
   - 合作进行由第三方资助的科研活动；
   - 以科研等为目的的学术人员及管理人员交换互访；
   - 组织双方感兴趣的学术会议、学术研讨及座谈会；
   - 一方或双方创作的科教文献的交换，以及两校科研人员在有关课题研究方面的资料的交换
   - 在以上合作基础上，浙江省科学技术厅将协助推动浙江省高校与佐治亚州立大学开展学生交流及留学项目，以及具体科研项目或课程上的研究生活交流。

2. 具体项目协议
   本合作备忘录的宗旨是促成对双方都有利的交换和其它项目以及促进在科技和教育上的合作关系，该协议不应被看成在两校之间建立了任何法律和财政上的关系。

   上述第一条款中提到的活动在实施之前，双方将就活动细节进行协商，解决相关问题，并就具体活动达成协议具体项目协议。具体项目协议的期限不应超过三年。每一具体项目协议必须以具备该活动所需资源为前提；不过，如果协议中有关于经济责任的具体条款，此种协议的有效期以一年为限。

3. 资金
   双方同意与本合作备忘录有关的各项活动将以具备该活动所需资金为前提，并同意在达成有关的具体项目协议之前就每项活动的资金安排进行协商。双方并同意为本合作备忘录有关的活动，交换及其它项目努力筹措所需的资金。

4. 有效期
本合作备忘录将于双方签署之日起生效，有效期五年，除非任何一方提前90天以书面形式通知对方解约，但是这种解约不能影响根据具体项目协议正在进行的活动，这些活动将继续进行，直到双方根据具体项目协议的规定条款已完成这些活动，或通过书面的形式同意结束这些活动。双方同意定期复核本合作备忘录以评估双方合作上的进展。

5. 联络人
双方各将指定某个个人或办公机构作为实施本合作备忘录所确立的合作关系的联络人。佐治亚州立大学的联络人：孔子学院院长顾宝桐博士（地址：美国佐治亚州亚特兰大市佐治亚州立大学孔子学院，75 Piedmont Ave., Suite 926, Georgia State University, Atlanta, Georgia 30303，电话：1-404-413-5270，传真：1-404-413-5478，电邮：bgu@gsu.edu）。浙江省科技厅的联络人：杨军（地址：浙江省杭州市环城西路33号，电话：011-86-571-87054043，传真：011-86-571-85158548，电邮：gastate@zju.edu.cn）。各方可以更换联络人，但必须以书面形式通知对方。

6. 公平均等
双方都遵循机会均等的原则，不以以下因素歧视任何人：种族、肤色、性别、年龄、民族、宗教、血统，或不影响工作的残疾。

7. 语言
本合作备忘录用中英两种文字书写，两种文字的版本具有同等法律效力。

8. 完整协议
本合作备忘录代表了双方之间的完整协议，并取代双方以前的所有口头或书面协商、协议、及理解。本合作备忘录只有经双方代表书面签署才能修改。
以下签字代表双方接受本协议中的所有条款。

佐治亚大学系统董事会
隶属佐治亚州立大学

[签名]
马克·贝克尔（Mark Becker）
校长

20 JUNE 2011
日期

浙江省科学技术厅

[签名]
Xinjun Cai

2011. 6. 20
日期