AGREEMENT OF COOPERATION

BETWEEN

CHANG’AN UNIVERSITY

AND

THE UNIVERSITY OF TEXAS AT SAN ANTONIO

The University of Texas at San Antonio (hereinafter referred to as “UTSA”) and Chang’An University, located at Nan Er Huan Zhong Duan, Xi’anCity, China (hereinafter referred to as “CAU”) enter into an agreement of cooperation to establish a program of exchange and collaboration in areas of interest and benefit to both institutions.

This agreement of cooperation supersedes the prior agreement entered into on March 15th, 2012.

I.

The purposes of the cooperation between UTSA and CAU are as follows:

- to promote interest in the teaching and research activities of the respective institutions, and
- to deepen the understanding of the economic, cultural and social issues environment of the respective institutions.

II.

To achieve these goals, UTSA and CAU will, insofar as the means of each allow:

- promote institutional exchanges by inviting faculty and staff of the partner institutions to participate in a variety of teaching and/or research activities and professional development;
- receive undergraduate and graduate students of the partner institution for periods of study and/or research;
- collaborate on a summer study abroad program
- organize symposia, conferences, short courses and meetings on research issues;
- carry out joint research and continuing education programs; and
• exchange information pertaining to developments in teaching, student
development and research at each institution.

In achieving these goals, UTSA’s Office of Research Integrity will review in advance the
specifics of all proposed exchanges of information or of any proposed research collaboration to
ensure that such exchanges or collaborations comply with any applicable American Export
Control laws and regulations.

III.

Each institution shall designate a coordinator to oversee and facilitate the implementation
of this Agreement. The coordinators, working with other appropriate administrators at the
respective universities, shall have the following responsibilities:

• to promote academic collaboration at both faculty, graduate and undergraduate
student levels for research and study;

• to act as principal contracts for individual and group activities and to plan and
coordinate all activities within their institutions as well as with the partner
institution;

• to distribute to each institution information about the faculty, facilities, research,
publications, library materials and educational resources of the other institution;
and

• to meet periodically to review and evaluate past activities and to work out new
ideas for future cooperative agreements.

IV.

This general Agreement of Cooperation shall be identified as the parent document of any
program agreement executed between the parties. Further agreements concerning any program
shall provide details concerning the specific commitments made by each party and shall not
become effective until they have been reduced to writing and executed by the duly authorized
representatives of the parties. The scope of the activities under this agreement shall be
determined by the funds regularly available at both institutions for the types of collaboration
undertaken and by financial assistance as may be obtained by either institution from external
sources.

V.

Except as may be stipulated in any specific program agreement, each institution shall be
responsible for expenses incurred by its employees under this agreement.

VI.

Upon approval by each institution, this agreement shall remain in effect for a period of
five (5) years unless terminated earlier by either institution. Such termination by one institution
shall be effected by giving the other institution at least ninety (90) days advance written notice of its intention to terminate. If such notice is given, this agreement shall terminate: (a) at the end of such ninety (90) days; or (b) when all students enrolled in a course of study under the agreement at the time such notice is given have completed their respective courses of study under the agreement, whichever event occurs last. Termination shall be without penalty. If this agreement is terminated, neither UTSA nor CAU shall be liable to the other for any monetary or other losses which may result.

VII.

This agreement or any associated agreements resulting from this agreement may be translated and executed by the institutions; however, if the terms and conditions in the English version of an agreement conflict with those in the foreign language version(s) of the agreement, the English version shall prevail.

EXECUTED by The University of Texas at San Antonio and Chang’An University in duplicate copies, each of which shall be deemed an original.

THE UNIVERSITY OF TEXAS
AT SAN ANTONIO
By: [Signature]
Printed Name: John Frederick
Title: Provost and Vice President for Academic Affairs
Date: 7/15/2014

CHANG’AN UNIVERSITY
By: [Signature]
Printed Name: Xiangmin Du
Title: Chairman of University Central Committee
Date: 2014. 7. 15
合作协议

合作方

长安大学（CAU）

与

德克萨斯大学圣安东尼奥分校（UTSA）

位于 One UTSA Circle, San Antonio, Texas 78249 的德克萨斯大学圣安东尼奥分校（以下简称“UTSA”）与位于中国陕西省西安市南二环路中段，邮编 710064 的长安大学（以下简称“CAU”）达成一项合作协议，在双方感兴趣并对双方均有益的领域开展交流与合作计划。此协议将取代两校于 2012 年 3 月 15 日所签署的协议。

I.

CAU 与 UTSA 合作的目的如下：

- 促进双方感兴趣的教学与科研活动，和
- 增强双方对经济、文化和社会问题环境的理解。

II.

要实现这些目标，CAU 与 UTSA 将在允许范围内履行以下使命：

- 邀请合作院校的全体教员和 1 名工作人员参加各种教学和/或科研以及专业发展活动，以促进双方的学术交流；
- 接收合作院校的本科和研究生，开展定期学术和/或研究；
- 在双方均有利的领域开合作；
- 组织相关研究问题的论坛、研讨会、短期课程和会议；
- 交换双方在教育、学生发展和研究领域所取得的成果信息。

在实现这些目标时，CAU 与 UTSA 应确保先让 UTSA 研究诚实与合规性办公室审查所有提议的交流信息或任何提议的科研合作的细节，然后双方才能真正着手开始此类交流或合作。要求执行此审查时因为此类交流或合作可能受到美国进出口控制法律与法规的制约。

III.

双方应各派一名协调员，以监督和推动此协议的实施。协调员应与其院校的相关的管理人员配合，并履行以下职责：

- 促进教师、研究生、本科水平的科研与学习领域的学术合作；
作为个人与群体活动的主要联络人，并且计划和协调校内以及与合作院校之间的所有活动；
将一方院校全体教师、设施、科研、出版物、图书馆资料和教育资源方面的信息通报给另一方；
定期开会以回顾和评估以往的工作，并思考将来合作协议的新创意。

IV.
此一般合作协议应视为双方之间执行的任何计划协议的母本。有关任何计划的进一步协议应提供关于双方应履行的特定义务的详细信息，并且在签署书面文件并由双方的合法授权代表执行前不应视为生效。此完整协议，包括任何修订应遵守美国政府的进出口法律和法规可能提出的限制或约束。此协议下可开展的活动的范围应取决于双方为开展此类合作提供资金的金额，同时也应取决于双方来自外部的经济援助。

V.
除了在任何特定计划协议中指出，否则UTSA 应承担在其员工身上所发生的费用。主办院校应协助参与教学或科研活动的教职员在当地寻找合适的住所。

VI.
一旦经双方批准，此协议将保持五（5）年的有效期。除非任何一方提前终止。要终止协议，一方必须至少提前九十（90）天以书面通知的形式表达其终止协议的意图。如果发出此类通知，则该协议应在下列时间终止：（a）在九十（90）天到期时；（b）在收到此类通知发出时根据此协议招收的在读学生完成协议规定的课程时，取两个时间中较晚的一个。终止协议不会处于罚款。如果终止此协议，UTSA 或 CAU 对于任何可能导致的金钱上或其他损失均不负责任。

VII.
此协议或由此协议产生的计划协议可由院校翻译或执行；但是如果英文版本中的合同条款与外文版本中的合同条款发生冲突，以英文版本为准。

本合同一式两份，其中圣安东尼奥德克萨斯大学和长安大学各执一份，每份的效力均与原件等同。

长安大学

签署人：
杜向民教授

职务：校务委员会主席

日期：2014.7.15

德克萨斯大学圣安东尼奥校区

签署人：

弗约翰教授

职务：校务总长

日期：7/15/2014