

贵州师范大学与
中央俄克拉荷马大学
合作举办音乐学专业本科教育项目协议书

Cooperation Agreement of Joint Program
in Music at Undergraduate Level

Between

Guizhou Normal University

And

University of Central Oklahoma

中国贵州师范大学（以下简称“甲方”）为提升学校国际化水平，引进美国优秀的教育资源，先进的教育理念，科学的教学管理经验，培养当前中国社会发展所需要的专业人才，与美国中央俄克拉荷马大学（以下简称“乙方”），根据《中华人民共和国中外合作办学条例》及《中华人民共和国中外合作办学条例实施办法》之规定，经友好协商，本着自愿合作，共同发展，平等互利的原则，就在甲方所在地合作举办音乐学专业本科教育项目（以下简称项目）达成以下协议：

This Agreement is entered by and between Guizhou Normal University of China (hereinafter referred to as “Party A”) and University of Central Oklahoma of United States (hereinafter referred to as “Party B”) in accordance with provisions of the *Regulations of the People’s Republic of China on Chinese-Foreign Cooperation in Running Schools* and *Implementing Measures of the People’s Republic of China on Chinese-Foreign Cooperation in Running Schools* based on friendly negotiations, by both Parties as the free and full expression of their own wishes to mutual benefits. Party A and Party B have reached the Agreement on Joint Program in Music at undergraduate level (hereinafter referred to as the “Program”), for the purpose of enhancing the internationalization level of Party A, introducing the excellent educational resources, advanced educational concepts and reasonable teaching management experience of the United States, and cultivating the professional talents needed by the current social development in China.

第一条 合作双方

1. The Parties of The Cooperation

甲 方： 贵州师范大学，中国

地 址： 中国贵州省贵阳市宝山北路 116 号

法定代表人： 肖远平

电 话： +86-851-83227222

Party A: Guizhou Normal University, China

Address: 116 Baoshan North Road, Guiyang City, Guizhou Province, China
Legal Representative: XIAO Yuanping
Tel: +86-851-83227222

乙 方: 中央俄克拉荷马大学, 美国
地 址: 100 N. University Dr., Edmond, OK 73034
法定代表人: Patti Neuhold-Ravikumar
电 话: +001-405-974-2000
Party B: University of Central Oklahoma, United States
Address: 100 N. University Dr., Edmond, OK 73034
Legal Representative: Patti Neuhold-Ravikumar
Tel: +001-405-974-2000

甲方成立于 1941 年, 为公办师范类院校。乙方成立于 1890 年, 为公办综合类大学。甲、乙双方分别为在中国和美国注册的、具有独立签订本协议权利、承担本协议义务和责任的教育机构。

Party A was founded in 1941, which is a public normal university. Party B was founded in 1890, which is a public comprehensive university. Party A and Party B are both educational institutions which are respectively registered in China and US, have independent right of signing the Agreement as well as undertaking obligations and responsibilities under the Agreement.

第二条 合作办学宗旨和培养目标

2. Program Purpose and Cultivation Objective

2.1 合作办学宗旨

本项目坚持办学的公益性原则, 旨在通过引进乙方优秀师资和教育资源, 吸收乙方先进的教育理念和管理方法, 共同创新教育模式, 为学生提供国际水准的高等教育, 培养具备国际视野的音乐学专业人才, 促进中外双方的共同发展。

2.1 Program Purpose:

The Program adheres to the principle of education for public welfare, aims to provide students with international level higher education, cultivate music professionals with an international focus, and benefit common development of both Parties, through introducing excellent teachers and educational resources from Party B, absorbing Party B's advanced educational concepts and management methods, and jointly innovating new education pattern.

2.2 培养目标

本项目充分发挥甲乙双方办学优势，引进乙方优质教育资源，利用甲方现有资源与教学场地，瞄准中国西南地区所急需的专业音乐学人才，培养具备强烈的社会责任感与人文情怀、坚实的音乐专业基础技能与卓越的创新能力、深厚的传统文化底蕴与宽广国际视野的高素质音乐学专业人才。同时，所培养的人才还具备持续学习能力和国际教育背景，了解行业的国际发展现状和趋势，熟练应用国际先进音乐知识和专业技能，能够在音乐相关机构和组织中胜任表演、创作、教育教学等工作的国际化应用型人才。

2.2 Training Objective:

This program gives full play to the advantages of Party A and Party B, introduces Party B's high-quality educational resources, uses Party A's existing resources and teaching venues, focuses on the professional musicology talents urgently needed in Southwest China, and cultivates talents with strong sense of social responsibility and humanistic feelings, solid basic skills and outstanding innovation ability in music industry, profound traditional culture and broad international vision. At the same time, the students shall also has the ability of continuous learning and the international focus, understands the international development status and trend of the industry, skillfully applies the international advanced music knowledge and professional skills, and could be competent in the role of performance, creation, education as internationalized application-oriented professionals in related music institutions and industrial organizations.

第三条 合作内容

3. Content of the Cooperation

3.1 合作项目名称

贵州师范大学与美国中央俄克拉荷马大学合作举办音乐学专业本科教育项目。

3.1 Program Name:

Joint Program of Music at Undergraduate Level between Guizhou Normal University, China and University of Central Oklahoma, US.

3.2 办学地点

贵州师范大学（中国贵州省贵阳市宝山北路 116 号）。

3.2 The Location of the Program:

Guizhou Normal University (116 Baoshan North Road, Guiyang City, Guizhou Province, China).

3.3 办学层次

本科。

3.3 Cooperation Level of the Program:

Undergraduate Level.

3.4 学制与招生规模

本项目学制 4 年。每年招收 120 名学生，在校生最大规模为 480 人。

3.4 Terms of Study and Scale of Recruitment:

This is a 4-years program. And there will be 120 students to be recruited each year, with 480 students total on campus.

3.5 招生方式与录取标准

本项目的招生将纳入中华人民共和国普通高等院校招生计划，严格遵循中国普通高等院校招生考试标准和录取流程。招生将按照贵州省招生考试部门根据贵州省普通高等院校本科录取分数线，按照规定录取批次录取。

3.5 Enrollment Mode and Admission Criteria:

The recruitment of this Program will be incorporated into the admission scheme of the College Entrance Examination system of the People's Republic of China, which will strictly follow the entrance examination standards and admission procedures of relevant examination standards and admission procedures. Students will be enrolled by the Entrance Exam Department of Guizhou Province by the specified enrollment batches in accordance with the enrollment mark of provincial regular higher education institutions.

3.6 教学语言

中文和英文。

3.6 Instruction languages:

Chinese and English.

3.7 教学计划

甲乙双方共同制定教育教学计划和人才培养方案，所涉及的课程设置、教学大纲、教学内容等应满足中外双方的要求。甲方对引入的乙方课程实行本地化设计，使其适应甲方教学需要。甲方将执行乙方相关课程的教学评估标准和考试规定，引入的乙方课程应不低于乙方在其所在国的教学标准。双方共同制定的教学计划方案将作为本协议的附件，与本协议具备同等法律效应。

合作项目的课程将由中方和外方共同承担。引进的外方课程占本合作办学项目全部课程的三分之一以上；引进的外方专业核心课程占本合作办学项目核心课程的三分之一以上；外方教师担负的专业核心课程的门数占本合作办学项目全部课程的三分之一以上；外方教师担负的专业核心课程的教学时数占本合作办学项目全部教学时数的三分之一以上。具体情况请参考培养方案（附件）。

此本项目应按照中国教育主管部门的要求，参加中外合作办学质量评估。双方分别为各自所承担的教学任务安排资质水平经双方认可的专业师资。

3.7 Teaching Plan:

Party A and Party B shall jointly formulate teaching plan and talent cultivating plan as well as the curriculum, syllabus, teaching contents etc., which shall meet the

requirements of both Parties. The courses introduced from Party B to Party A shall be localized to adapt practical education environment of Party A. The teaching evaluation standards and examination regulations shall be implemented on corresponding courses introduced from Party B. Party B will ensure the teaching resources delivered to the program will be at the same standard of the quality operating at Party B's campus in US. The talent cultivating plan jointly formulated by both Parties will be an appendix to this Agreement, which has the same legal effect as this Agreement.

The courses of the Program shall be jointly undertaken by the Parties. The courses introduced from Party B shall account for more than one third of the total courses of this Program; the professional core courses introduced from Party B shall account for more than one third of the total core courses of this Program ; the professional core courses undertaken by the teachers of Party B shall account for more than one third of the total courses of this Program, and the credit hours of the professional core courses undertaken by the teachers of Party B shall account for more than one third of the total credit hours of this Program. Details shall be defined on the talent cultivating plan (appendix).

This Program shall participate in the quality assessment of “ Chinese-foreign Cooperation in Running Schools ” in accordance with the requirements of China's competent authorities. The courses beard by each Party shall be delivered through high-quality teachers, who must qualify to meet respective regulations applied in the competent authorities of the Parties.

3.8 学位授予

学生全部在甲方校园学习并顺利完成所有学分，将获得甲方颁发的本科毕业证书及学士学位证书。

3.8 Instruction languages:

Students who successfully complete all required credits at Party A's campus with acceptable grades and meet the relevant graduation policies of Party A shall be granted Undergraduate Graduation Certificate and Bachelor Degree of Party A.

3.9 合作期限

自本合作项目经中国教育行政部门审批通过之日起，将招收 5 届学生；加上本项目招收的第 5 届学生入学后需要完成所有课程的 4 年，即合作有效期为自本合作项目经过中国教育行政部门审批通过之日起 10 年。协议到期前三个月内，如双方未书面提出终止协议执行，可商议延长四年。

3.9 Duration:

Five cohorts of students will be recruited as of the Chinese education administration's approval for this Program. The length of period for cooperation will be ten years including the four years to be spent by the fifth cohorts of students. If the Parties fail to put forward terminating the Agreement within 3 months before the expiry date, the Agreement could be extended after negotiation by both parties for another four years.

第四条 合作双方的职责

4. Responsibilities of Both Parties

4.1 甲方职责:

4.1 Responsibilities of Party A:

4.1.1 负责本项目的登记注册以及从中国教育行政部门获得许可及其他合法手续。

4.1.1 Be responsible for Program registration and getting all licenses and other approvals from the relevant Chinese education administrative departments.

4.1.2 负责完成项目的宣传与招生工作及学生的学籍管理工作（任何与本项目有关的纸质或电子版招生推广资料，须经过双方同意后方可公开使用）。

4.1.2 Be responsible for the recruitment and marketing promotion as well as student status management (any print and/or digital material used for publicizing, marketing, and promoting the Program must be approved by both Parties before it can be made publicly available).

4.1.3 为本项目提供满足人才培养需要和国家有关标准的教学设施和实践教学条件；建立教学档案管理制度，严格学生学籍资料、成绩单、课程考核等原始材料的管理

与存档；健全管理制度，整合资源，为项目提供政策保障和资源支持；完善师风师德建设准则；提供学生就业指导。

4.1.3 Be responsible to provide the Program with teaching facilities and practical teaching which match the requirements of talent cultivation and relevant national standards; builds up the management system of teaching files and records so as to manage and archive the original materials strictly, such as student status materials, transcripts, course assessment; further improve the school management system and resource integration to provide supports from policy and resources; perfects the standards of the construction of teacher's morality; provide career guidance to students.

4.1.4 负责本项目的日常管理和教学管理，确保教学质量。

4.1.4 Be responsible for the daily administration, teaching management as well as the teaching quality assurance.

4.1.5 负责完成本项目培养计划中由甲方所承担课程的授课计划制定、教材选择、教案编写、教师聘任、教学及考务等工作，并与乙方共同开发新课程。

4.1.5 Be responsible for teaching plan design, teaching material selection, lessons plan composition, teacher appointment, teaching and examination, etc. Jointly develop new courses with Party B.

4.1.6 负责设立合作办学管理办公室，负责合作项目的教学行政管理，并指定一名管理人员作为项目联络人。

4.1.6 Be responsible to set up Program administration office to take charge of teaching management and administration. Designate an administrator as the Program liaison.

4.1.7 负责按照有关规定办理乙方专业教师来华工作手续，并免费为其提供在甲方校园教学期间的餐饮和住宿，同时配备带有复印机、互联网和电脑的办公室。

4.1.7 Comply with formalities to assist the designate teachers from Party B to apply relevant visa so as to undertake the teaching activities responsible by Party B in this Program. Party A will also provide free on-campus catering, accommodation, an office

room equipped with copier, internet access, and computers to the designate teachers whilst they perform teaching activities at Party A's campus.

4.1.8 负责向符合条件的学生颁发本科毕业证书和学士学位证书。

4.1.8 Be responsible to grant Undergraduate Graduation Certificate and Bachelor Degree to qualified students.

4.1.9 与乙方共同监督培养方案的执行,对教学质量进行测评,并提出质量改进建议。

4.1.9 Jointly supervise the teaching implementation with Party B in accordance with the talent cultivation plan, conduct teaching quality evaluation, and put forward quality improvement proposals.

4.1.10 负责项目内合作办学的党建工作,根据中华人民共和国教育部相关要求开设思想政治类课程。

4.1.10 Be responsible for CPC building in the Program. Offer ideological and political courses in ascendance with relevant policies required by the Ministry of Education, China.

4.2 乙方职责

4.2 Responsibilities of Party B:

4.2.1 负责协助甲方提供项目报批所需要文件资料及相关手续至合作项目被批准。

4.2.1 Be responsible to provide necessary documents to assist Party A to prepare the application documents until the Program is approved.

4.2.2 负责配合甲方的招生宣传工作,向甲方提供招生所需的乙方的宣传材料。

4.2.2 Be responsible to assist Party A with promotion for the Program recruitment by providing all necessary publicity materials of Party B.

4.2.3 负责为合作项目的建设提供全程咨询服务,确保合作项目达到培养国际音乐学专业人才的教学标准和条件。

4.2.3 Be responsible for consistent consultation of the Program, so as to ensure the Program could achieve the teaching standards of cultivating international music professional personnel.

4.2.4 负责选派具有专业教学资格的教师和专家至甲方合作项目所在地进行教学及相关学术工作，确保实施高质量的教学。

4.2.4 Designate teachers with professional teaching qualifications to teach in the Program at Party A, so as to ensure high-quality teaching.

4.2.5 负责向甲方提供相关的教学计划、课程设置、教材、教学及考核标准，并与甲方共同设计适应中国市场的课程。

4.2.5 Provide teaching materials, curriculum, reference materials, teaching standards and evaluating measurement of the courses delivered into the Program, and jointly develop courses tailored to the Chinese market.

4.2.6 负责与甲方共同制定人才培养方案，并提供人才培养方案中三分之一以上的课程数、专业核心课程数，乙方教师担负的专业核心课程的门数和教学时数，应当占此合作办学项目全部课程和全部教学时数的三分之一以上。

4.2.6 Be responsible for formulating talents cultivating plan together with Party A and providing respectively more than one-third of the total courses and total specialized courses in this Program. The number and teaching hours of specialized courses which are undertaken by teachers of Party B is supposed to be more than one-third in this Program.

4.2.7 在合作项目顺利运行后，积极争取美国企业及其它组织为合作项目专业发展提供必要支持。

4.2.7 Be responsible for actively striving for support of American industrial resources and other related organizations to support the sustainability of the Program.

4.2.8 协助甲方赴乙方人员办理签证手续，并为甲方人员提供在乙方学术培训和进修的机会。

4.2.8 Provide visit and study opportunities at the campus of Party B, and assist Party A's personnel to prepare relevant visa application accordingly.

4.2.9 与甲方共同监督培养方案的执行,对教学质量进行测评,并提出质量改进建议。

4.2.9 Jointly supervise the teaching implementation with Party A in accordance with the talent cultivation plan, conduct teaching quality evaluation, and put forward quality improvement proposals.

4.2.10 乙方理解甲方负责项目内合作办学的党建工作,并根据中华人民共和国教育部相关要求开设思想政治类课程。

4.2.10 Understand that Party A executes CPC building and conduct relevant courses on ideological, political and moral education in the Program as required by Ministry of Education China.

第五条 项目管理与质量监督

5. Program Management and Quality Assurance

5.1 项目联合管理委员会

甲乙双方共同成立项目管理委员会,委员会成员共9人,由甲乙双方共同派人担任。其中甲方5人,乙方4人,委员会主任由甲方代表担任,副主任由乙方代表担任。项目管理委员会负责合作办学项目在招生、教学管理、培养过程、预算审核及证书颁发等方面的全部工作。

5.1 Joint Management Committee:

Party A and Party B shall jointly set up a Joint Management Committee. There are 9 members of the committee and they shall be assigned by both Parties. Among them, 5 are appointed by Party A and 4 are appointed by Party B. The director of the committee is represented by the Party A and the vice-director is represented by the Party B. At the same time, Party A shall appoint one member from the committee to be responsible for the students' party education. The committee shall be responsible for all the work regarding this Program, such as enrollment, teaching management, training process, budget review

and certificate granting etc.

5.2 质量监督

项目联合管理委员会将聘请上级教育主管机构或专门的教育评估机构对项目的实施进行评估，确保中外合作办学项目的质量和水平达到共同认可的标准，并促进该项目不断改进工作和提高质量。

联合管理委员会下设专业教学委员会，由双方教学负责人组成，负责制定评估流程并监督执行。甲乙双方各自保留教学和学术活动的准确记录并为对方提供必需的信息。

5.2 Quality Assurance:

The Joint Management Committee will invite the competent education authorities or specialized education assessment agencies to conduct assessment on this Program, to ensure that the quality and level of this Program meet the standards recognizable to both Parties, and to procure constant improvement of the work and quality of this Program.

A Professional Teaching Committee will be formed under the Joint Management Committee, which consists of the heads of academic from both Parties. The Professional Teaching Committee is responsible for formulating the evaluation process and supervising implementation. The Parties should maintain the correct records of their respective teaching and academic activities and provide necessary information to each other.

第六条 项目财务管理

6. Financial Management of the Program

6.1 财务管理

本项目属于公益事业，不以盈利为目的。在中国的学费标准由甲方按照中国相关规定报批，经上级批准后收取。收取的学费主要用于该项目的教学、科研活动和改善办学条件等。在甲方财务账户内设立合作办学项目资金专项，统一管理项目费用使用。项目的办学结余用于项目的教学活动和改善办学条件。甲方将在每个会计年度委托专业审计机构对项目进行审计，并对结果进行公示。

6.1 Financial Management:

This Program is for public good, not for profit. The tuition fee for the domestic study in China will be charged by Party A in accordance with the approval by the relevant competent authority on Party A's side. The fees will cover the expenses of related academic and scientific research activities as well as the improvement of educational conditions of the Program. A separate account for the Program will be set up in Party A's finance department as specific funds for the purpose of supervision. The remaining funds shall be used for teaching activities and to improve school-running conditions. Party A will entrust a professional audit institution to audit the Program in each accounting year and publicize the results.

6.2 乙方费用

本项目所引入的乙方教育资源的相关费用将由项目所收取的学生学费负担，包括：乙方教师来华授课的课时费用，差旅费用以及乙方教师在华授课期间的食宿费用。

6.2 The Cost for Party B

The fees related to the education resources of Party B introduced in this Program will be borne by the students' tuition fees charged by the Program, including: the class fees for the teachers of Party B to teach in China, as well as the expenses of accommodation, travelling and catering for the teachers of Party B during the teaching period in China.

第七条 合作终止与争端解决

7. Termination and Dispute Resolution

7.1 协议终止

本当出现以下任何一种情况时，本协议将提前终止：

(1) 任何一方违反了本协议的任一条款，且收到了另一方的纠正要求而在 30 天内未作出任何弥补的；

(2) 任何一方由于相关政府或公共管理机构的政策和规章的改变，而无法继续履行职责的；

(3) 双方一致书面同意终止本协议。

若协议终止时，仍有项目内学生未完成学业的，双方同意采取一切必要措施，确保本协议的终止不会对这些学生完成本项目所有课程产生实质性影响，确保已录取学生完成相应学业，并按本协议规定颁发相关证书，保证学生利益不受损失。

本协议的各种法律事务适应于中华人民共和国法律。

7.1 Termination

If any of the following occurs, this Agreement will be terminated before its term expires:

(1) Either Party breaches any term under this Agreement and does not remedy such breach within thirty (30) days upon the request for remedial action made by the other Party.

(2) Any policy and regulation change issued by any government agencies or regulatory bodies make a Party unable to continue to fulfill its responsibilities under this Agreement.

(3) The Parties agree in written to terminate this Agreement.

Where the Agreement is terminated in advance for force majeure or as requested by either Party or the Parties, the Parties shall take any necessary measures to ensure the enrolled students to complete their study and to be granted the related certificates in accordance with provisions under the Agreement.

The legal matters of this Agreement are applied to the laws of People's Republic of China.

7.2 争端解决

凡在本协议执行过程中发生的一切争议，双方将在真诚友好的前提下协商解决。如果协商未果的，考虑到项目发生地在中国，应在遵守中国法律的前提下，在中国境内向中国国际经济贸易仲裁委员会依据该会规则进行仲裁，该仲裁裁决是最终结果，对双方均有约束力。无论仲裁结果如何，双方均确保不影响项目已有学生的顺利毕业。

7.2 Dispute Resolution

All disputes in the implementation of the Agreement shall be settled through friendly negotiation and discussion. In case no settlement to the disputes can be reached through

negotiation, in view of the Program is implemented in China, the disputes shall be submitted to the arbitration of China, which shall be subjected to Chinese laws and carried out within the territory of China, where the Program is executed. The decision of arbitration shall be final and binding to both Parties. Regardless of the outcome of the arbitration, both Parties shall ensure that the existing students who have participated in this program graduate smoothly.

第八条 其他

8. Others

8.1 双方按比例投入到本合作办学项目下的所有知识产权均用于本合作办学项目。双方确保知识产权的保护及管理应符合国家及国际法律法规。

8.1 All the intellectual property rights invested proportionally by Party A and Party B in this Program shall be used for this Program. Both Parties shall ensure that the protection and management of intellectual property rights shall be compliant with national and international laws and regulations

8.2 合作办学项目中的所有材料、专业知识、技术及知识产权所有权归投入方所有。本协议所涉及或所记载的任何知识产权方面的权利或许可均不视为已授权给另一方。任何一方所拥有或控制的一切知识产权仍将被视为其唯一和专属财产，未经拥有或控制该知识产权的一方事先书面授权，另一方不得以任何目的使用。

8.2 The materials, professional knowledge, technical and intellectual property rights regarding this Program shall be owned by the sponsored Party. Nothing contained in this Agreement shall be deemed to grant to the other Party any right or license or any intellectual property rights owned by the either Party. All intellectual property owned or controlled by either Party will remain its sole and exclusive property and will not be used by the other Party for any purpose without the prior written authorization of the Party than owns or controls it

8.3 任何一方不得使用另一方的信贷或资金资源为其增信，也不承担另一方的任何

债务。

8.3 Neither Party shall use the other Party's credit or finance as any domestic or overseas guarantee, nor assume any of the other Party's debts.

8.4 本协议的条款并不能被以任何方式理解为意在建立合资、合营企业或其他任何类似行为。

8.4 The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership or any other similar relationship between any of the Parties.

8.5 项目所使用的资产（包括并不限于设施、房地产和设备）仍归提供方所有。本协议到期或提前终止时，甲乙双方对项目使用的上述资产应归还给对方。

8.5 The assets used in relation to the delivery of the Program, including but not limited to facilities, real estate and equipment, shall remain the property of the providing party. Upon the expiration or early termination of this Agreement, the foregoing assets used in relation to the Program by Party A and Party B shall revert to that Party.

8.6 未经对方的书面同意，除了吸引学生参加该项目的宣传和随后有关学生成功参与该项目的新闻公告外，任何一方不得在任何广告、促销或销售活动中使用另一方的任何名称、标记、标志、设计或其他象征标志。

8.6 Aside from publicity to attract students to the Program and news bulletins afterwards concerning the students' successful participation in the Program, neither Party shall use the other institution's name in any advertising, promotion or sales literature without first obtaining the written consent of the other Party.

8.7 双方同意，不得因种族、肤色、宗教信仰、性别、性别认同、年龄、退伍军人身份、国籍或残疾，而歧视任何在职人员、应聘申请者，以及服务对象。

8.7 The Parties certify that they do not discriminate against any employee or applicant for employment or person to whom they provide services because of race, color, religion, gender, gender identity, sexual orientation, age, veteran status, national origin or disability.

8.8 如果一方因不可抗力（不可抗力包括(但不限于)地震、台风、火灾、战争,以及其它不能预见、不能避免、不能克服、不能控制的事件）而未能及时恰当地履行其在本协议规定的义务，该方无须对因此而未能履行其义务承担责任。但遭受方须在不可抗力发生后或通讯设施恢复后 10 天内分别用传真和快件向另一方发出由于不可抗力而未能全部、及时且恰当的履行本协议规定的义务的详细解释，且附上不可抗力发生地的公证机关提供的证明。

8.8 Where either Party fails to perform its obligations under the Agreement timely and properly for Force Majeure (Force majeure includes but not limited to earthquakes, typhoons, fires, wars and other unforeseeable, unavoidable, insurmountable and uncontrollable events) it is unnecessarily to perform any liability for such failure to perform the obligations. However, the injured Party shall give a notice to the other Party respectively by fax and express within ten days from the occurrence of the force majeure or the recovery of communication facilities to explain in detail its failure to perform the obligations under the Agreement totally, timely and properly for force majeure, enclosed herein with evidence provided by the location where force majeure occurs.

8.9 本协议书用中、英文书写,一式四份,双方各执一式一份,其它两份将用作合作办学项目的申报。中英文版本具有同等法律效力。未尽事宜,由双方协商同意,双方签字、盖章后可作为本协议的附件,与本协议具有同等法律效力。

8.9 This Agreement shall be made in four copies in both Chinese and English, with a copy to be held by each Party, and the other two copies to be used for application of this Program. Both of the Chinese and English edition are holding equal effect. For any outstanding matters, Party A and Party B may reach a supplemental agreement through negotiation. The supplemental agreement that has been signed and sealed by both Parties shall be deemed to be an appendix to this Agreement and shall have the same legal effect as this Agreement.

8.10 项目人才培养方案将作为此协议附件。

8.10 The Talent Cultivating Plan will be attached as the appendix to this Agreement.

第九条 协议生效

9. Effectiveness of Agreement

9.1 本协议由双方代表签署，自项目批准之日起生效。

9.1 This Agreement is signed by the authorized representatives of the Parties and comes into effect as of the date it is approved by the China Ministry of Education.

甲方：贵州师范大学

Party A: Guizhou Normal University

乙方：中央俄克拉荷马大学

Party B: University of Central Oklahoma

法定代表人：肖远平

Legal Representative: Xiao Yuanping

法定代表人：Patti Neuhold-Ravikumar


Legal Representative: Patti Neuhold-Ravikumar

签章 Stamp and Signature:



日期 Date: 2020.9.29

签章 Stamp and Signature:



日期 Date: Sep 25, 2020