AGREEMENT FOR THE COLLABORATIVE DELIVERY OF ACADEMIC PROGRAMS

This Agreement is entered into this 2nd day of July, 2018, between Arkansas State University – Jonesboro (hereinafter referred to as "ASUJ"), United States of America, and Anhui Medical University (hereinafter referred to as "AMU"), China, for the purpose of establishing a cooperative program through curriculum articulation and credit transfers which will develop a range of programs at and between the AMU and ASUJ.

1. PURPOSE OF AGREEMENT

ASUJ and AMU have entered into this Agreement for the purpose of fulfilling a shared desire of the two (2) universities in the areas of internationalization, modernization, and diversification of education, in order to improve the overall quality of education, with the advantages for both parties being complementary. AMU and ASUJ through consultation based on the principles of reciprocity and mutual benefit have reached the following agreement to conduct a joint bachelor's degree program in the Clinical Laboratory Science (hereinafter referred to as "Cooperative Program").

2. TERM

This Agreement shall be in effect as of the date above set out and shall remain in effect for five (5) years. The Agreement shall be renewed upon the mutual agreement of the parties. The Agreement may be cancelled for cause in the event any obligation of either party is not met within thirty (30) days following the issuance of written notice of a purported breach. The Agreement may be cancelled without cause by giving ninety (90) days' written notice; however, ASUJ and AMU agree to give a good faith effort to helping registered and enrolled students meet their educational obligations.

3. AGENCY OF THE STATE OF ARKANSAS

All parties recognize and agree that ASUJ is an Agency of the State of Arkansas, and, as such, has sovereign immunity. Nothing in this Agreement is intended to or shall be construed as waiving that sovereign immunity.

4. COOPERATIVE PROGRAM MODELS

A. The Cooperative Programs are to be set with models of 2+2 which are carried out by curriculum articulation and credit transfers between AMU and ASUJ. The specialty is: Bachelor's degree program in Clinical Laboratory Science from AMU and ASUJ.

- B. The Details of the Models
 - i. "Clinical Laboratory Science Bachelor's Degree" the first two (2) years of study shall occur at AMU, and the last two (2) calendar years of study shall occur at ASUJ.
 - ii. Students who are going to participate in this program shall be undergraduate students registered at AMU majoring in Clinical Laboratory Science.
 - iii. Students will need to enroll and complete pre-approved courses with satisfactory grades to be admitted to the Cooperative Program. Any courses taken outside of the preapproved list may not be counted to qualify for admittance to the Cooperative Program.
 - iv. Students must have a TOEFL IBT score of 79, TOEFL paper-based test of 550, TOEFL computer based test of 213, an IELTS score of 6.5 and spoken band score of 7, or a PTE score of 56 to be eligible for the ASUJ degree courses. Any student who has failed to meet this requirement must enter and complete the A-State English as a Second Language program before they start the degree course.

5. OBLIGATIONS OF AMU

AMU shall meet the following obligations:

- A. AMU will be responsible for promoting the program and enrolling students in the Cooperative Program at AMU's campus.
- B. AMU will be responsible for management of students at AMU campus.
- C. AMU will be responsible for managing its facilities, including classrooms, computer labs, workshops, language labs, libraries, physical education places, and students' dormitories.
- D. AMU will be responsible for the delivery of preapproved courses for the first two (2) calendar year of the Cooperative Program.
- E. AMU will be responsible for the management and teaching quality at AMU's campus.
- F. AMU will acknowledge all the courses offered at ASUJ in the last two (2) calendar year.
- G. AMU will be responsible for issuing AMU diplomas conferring a Bachelor's Degree to those students who have passed all the required exams and satisfied all the requirements of their respective degree program.

6. OBLIGATIONS OF ASUJ

ASUJ shall meet the following obligations:

- A. ASUJ will be responsible for transferring to AMU those credits for pre-approved courses which are successfully completed by a student.
- B. ASUJ will be responsible for the delivery of courses for the last two (2) calendar year of the Cooperative Program.
- C. ASUJ will be responsible for providing teaching plans, samples of textbooks, and reference books to AMU faculty in order that AMU's faculty may familiarize themselves with the ASUJ courses.
- D. ASUJ will be responsible for providing students who satisfy all entry requirements of ASUJ admission to ASUJ and a completed I-20 form allowing students to seek a visa interview for petitioning for an F-1 visa to attend ASUJ.
- E. ASUJ will be responsible for the teaching quality and management of the degree programs at ASUJ.
- F. ASUJ will be responsible for issuing ASUJ bachelor's degrees in Clinical Laboratory Science to all students who have completed successfully the entire program and satisfied all the requirements of ASUJ for this degree.

7. IMPLEMENTATION

- A. Each party shall obtain the written consent of the other (in advance and prior to each use) before they may use the name and/or logo of the other party in any materials or communications not related to this Agreement.
- B. The parties agree to provide the necessary facilities and support for this Cooperative Program, and staff visits where appropriate. Each party shall undertake their own travel and expenses in relation to visits to another party.

8. APPROVED COURSE EQUIVALENCIES

Anhui Medical University Major: B.S. Clinical Laboratory Science

	Year 1 第一				Year 1 第一年			
-	Fall Semester	r 秋季		Spring Semester 春季				
Course No.	Course Name	Hrs	ASTATE Equivalent	Course No.	Course Name	Hrs	ASTATE Equivalent	
	Ideological and Moral Cultivation	2	Dept. Option Gen Ed*		Outline of Chinese Modern History	2	Dept. Option Gen Ed*	
	Introduction to Computing	3	CS 1114		Clinical Chemistry	3	-	
	Physical Education	1	PE 1002		Physical Education	1	-	
	Cell Biology	3	BIO2103		Immunology	3	CLS 2573/2571	
	Cell Biology Lab	1	BIO2102		Physiology	3	BIO 2203	
	Higher Mathematics	4	Math 1023		Mechanics Lab	3	BIO 2201	
	Biochemistry	3	CLS 3153		Urinalysis and Body Fluids	3	-	
	Biochemistry Lab	1	-		Histology and Embryology	3	-	
	General Chemistry I	3	Chem 1013		Morphology Lab	3	-	
	General Chemistry I Lab	1	Chem 1011		Organic Chemistry	3	Chem 3103	
					Organic Chemistry Lab	1	-	
	Year 2 第二	年			Year 2 第二年			
	Fall Semester	r秋季			Spring Semester 	季		
Course No.	Course Name	Hrs	ASTATE Equivalent	Course No.	Course Name	Hrs	ASTATE Equivalent	
	Basic Principles of Marxism	2	Dept. Option Gen Ed*		Introduction to Mao Zedong Thought	2	Dept. Option Gen Ed*	
	Form and Policy	2	-		Systematic Anatomy	3	BIO 2223/2221	
	Physical Education	1	-		Form and Policy	2	-	
	Physics	3	Elective		Physical Education	1	-	
	Music Appreciation	2	MUS 2503		Introduction to Clinical Medicine	2	CLS 3343	
	College Chinese	2	-		Medical Statistics	3	<u>.</u>	
	Hematology	3	-					
	Clinical Hematology Examination	1	-					
	Molecular Biology	3	-					
	Molelcular Biology Lab	1	-					
Ť	General Chemistry II	3	Chem 1023					
	General Chemistry II Lab	1	Req Waived**					
	General Psychology & Medical Psych	3	Psych 2013					
	Medical Ethics	3	PHIL 1103					
	Year 3 第三	年			Year 3 第三年			
Fall Semester 秋季				Spring Semester 春季				
Course No.	Course Name	Hrs	ASTATE Course No.	Course No.	Course Name	Hrs	ASTATE Course No.	
	Hematology I Lab	1	CLS 2521		Parasitology Lab	1	CLS 3511	
	Hematology I	3	CLS 2523		Parasitology	2	CLS 3512	
	Microbiology for NHP Lab	1	BIO 2101		Clinical Chemistry I Lab	1	CLS 2541	
	Microbiology for NHP	3	BIO 2103		Clinical Chemistry I	3	CLS 2543	
	Principles of CLS Lab	1	CLS 1511		Immunohematology I Lab	1	CLS 2561	
	Principles of CLS	2	CLS 1512		Immunohematology I	3	CLS 2563	

	U.S. History/Government	3	Gen Ed		Body Fluids Lab	1	CLS 1531	
	Composition 1	3	ENG 1003		Body Fluids	1	CLS 1521	
					Composition II	3	ENG 1013	
					Organic Chemistry Lab	1	CHEM 3101	
	Total Hours	17		21	Total Hours	16		
	Summer 1 夏	季1		Summer 2 夏季 2				
	Clinical Practicum 1	4	CLS 4174		Clinical Practicum II	4	CLS 4184	
	Total Hours	4			Total Hours	4		
	Year 4 第四 ⁴	Ŧ		Year 4 第四年				
	Fall Semester	秋季		Spring Semester 春季				
Course No.	Course Name	Hrs	ASTATE Course No.	Course No.	Course Name	Hrs	ASTATE Course No.	
	Hematology II Lab	1	CLS 3221		Immunohematology II Lab	1	CLS 4331	
	Hematology II	3	CLS 3223		Immunohematology II	3	CLS 4333	
	Senior Seminar I	2	CLS 4222		Medical Microbiology II Lab	1	CLS 4441	
	Clinical Chemistry II Lab	1	CLS 4111		Medical Microbiology II	3	CLS 4443	
	Clinical Chemistry II	3	CLS 4113	=	Senior Seminar II	2	CLS 4232	
	Clinical Microbiology I Lab	1	CLS 2531		Clinical Practicum III	4	CLS 4204	
	Clinical Microbiology I	3	CLS 2533		Clinical Practicum IV	4	CLS 4194	
	Social Science	3	Gen Ed					
Total Hours		17		Total Hours		18		

Upon completion of the curriculum, the student is awarded a baccalaureate degree in Clinical Laboratory Science. Award of this degree is <u>not</u> dependent upon passing the national certification examination offered by the American Society for Clinical Pathology.

^{*}These courses combined will be equivalent to the Departmental Gen Ed option

^{**}CHEM 1021 General Chemistry II Lab requirement will be waived for students under this agreement

9. FORCE MAJEURE

Neither party shall be considered in default in the performance of its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind, or flood, or because of any law, order, proclamation, ruling, regulation, or ordinance of any government or subdivision of government, or because of any act of God.

10. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and supersedes any contemporaneous or previous written or oral agreements, representations, or undertakings concerning the matters and arrangements provided for in this Agreement. No supplement, modification, or amendment to this Agreement will be binding unless such supplement, modification, or amendment is in writing and signed by all parties.

11. WAIVER

A waiver of any provisions of this Agreement will not be considered a waiver of any other provision whether or not similar, nor will any waiver on one occasion constitute a continuing or permanent waiver.

12. NOTICE

Any request, notice, or other communication to be given under this Agreement must be in writing and delivered personally or by messenger, courier service, or sent by registered, certified mail, return receipt requested, postage prepaid, as follows:

To Arkansas State University – Jonesboro, U.S.A.:

Dr. Lynita Cooksey, Ph.D.
Vice Chancellor and Provost
Office of the Provost
P.O. Box 179
State University, Arkansas 72467
United States of America

To Anhui Medical University, China (AMU):

Dr. Wu Qiang
Dean of International Education College
Anhui Medical University
No. 81 Meishan Road,
Hefei, Anhui Province 230032
China

All notices will be considered effective upon receipt if delivered personally, by messenger, by courier service, or by registered mail.

13. SUCCESSORS

The terms, warranties, and agreements herein contained shall bind and inure to the benefit of the respective parties hereto and their respective legal representatives, successors, and assigns.

14. ADDITIONAL DOCUMENTS

The parties shall execute any additional documents reasonably necessary to effectuate the provisions and purposes of this Agreement, including specifically all documents necessary to set tuition and fees for each term.

15. COUNTERPARTS

This Agreement may be executed in one or more counterparts, including facsimile copies, each of which will be considered to be an original. All counterparts together will constitute the same instrument. The signing of this Agreement at different times and places by the parties will not affect the validity of this Agreement.

16. SEVERABILITY

Any provisions herein declared invalid under any law shall not invalidate any other provisions of this Agreement.

17. COMPLIANCE WITH LAWS, STATUTES, TREATIES, RULES AND REGULATIONS

All parties agree to comply with all laws, statutes, treaties, rules, and regulations governing the provisions of this Agreement. As for other matters or issues that may occur during the program implementation, such issues should be discussed through meetings and negotiations with the intention of achieving consensus. If any dispute

The parties hereby sign this Agreement for the Collaborative Delivery of Academic Programs by their duly authorized officers as of the date and year above stated.

Arkansas State University – Jonesboro	Anhui Medical University 7
Celly Ca	# 3. Fo.
Kelly Damphousse, Ph.D. Chancellor	Dr. Cao Yunxia
Chancellor	President
Date 7/2/18	Date $\frac{18}{\sqrt{2018}}$

共同开展学术项目合作协议

本协议于 2018 年 ____ 月 ___ 日生效,是关于两校方:美国阿肯色州州立大学琼斯波罗校区(以下简称 ASUJ),与安徽医科大学(以下简称 PARTNER)。本合同旨在通过课程衔接与学分转移,来建立合作项目而订立,将在 PARTNER 与 ASUJ 两校之间开展一系列项目。

1. 项目目的

ASUJ 和 PARTNER 签订此协议的目的是双方都期望在教育领域实现国际化、现代化及多元化,旨在提高双方的整体教学质量和实现双方优势互补。双方通过协商,基于互惠互利原则下,已达成如下协议,在临床实验室科学(以下简称"合作项目")中开展联合学士学位课程。

2. 条款

本协议自签订之日起有效期为五(5)年,本协议可在双方书面同意的情况下进行更新。如果任何一方的任何义务在违约的书面通知发出之后三十(30)日内未得到满足,本协议可能会被取消。本协议可以在提前九十(90)天发出书面通知而无理由取消。但是,ASUJ和PARTNER会遵守诚信,并尽职帮助已注册或已入学学生完成他们的义务教育。

3. 阿肯色州机构

双方承认并同意 ASUJ 为阿肯色州立机构,具有其相应的主权豁免权。此协议无任何内容意在撤销 ASUJ 所具有的主权豁免权。

4. 合作项目模式

A. 此合作项目设置为 2+2 的模式,通过 PARTNER 与 ASUJ 之间的课程衔接与学分转移的模式贯彻 实施。项目是关于 PARTNER 与 ASUJ 的临床实验室科学学士学位课程。

B. 模式细节

- i. "临床实验室科学学士学位"是指前两(2)年的学习是在 PARTNER 进行,最后两(2)年的学习是在 ASUJ 进行。
- ii. 参加此项目的学生必须是在 PARTNER 注册主修临床实验室科学专业的本科学生。
- iii. 学生需要注册并完成预先指定的课程,并取得满足要求的成绩才能参加此合作项目。在预先指定课程列表之外的任何课程可能不符合此合作项目要求。
- iv. 学生必须取得托福 IBT79 分,托福 PBT 纸考 550 分,托福 CBT 机考 213 分,雅思 6.5 分和口语 7 分或 PTE 56 分才有资格进入 ASUJ 的课程。 任何未达到此要求的 学生必须在开始学位课程之前,完成 ASUJ 英语语言课程。

5. PARTNER 职责

PARTNER 需要尽到以下职责

- A. PARTNER 负责此项目在 PARTNER 校内的合作项目推广和招生。
- B. PARTNER 负责该大学校内学生管理事宜。
- C. PARTNER 负责管理其设施(包括教室,计算机实验室,车间,语音式,图书馆,体育场所及学生宿舍)
- D. PARTNER 负责 2+2 合作项目前两(2) 日历年指定课程的教授。
- E. PARTNER 负责校内的管理以及教学质量。
- F. PARTNER 将承认 ASUJ 在最后两(2) 日历年教授的所有课程。
- G. PARTNER 将负责颁发 PARTNER 文凭,为其已通过所有必修考试并满足各自学位课程所有要求的学生颁发学士学位证书。

6. ASUJ 的职责

ASUJ 需要尽到以下职责:

- A. ASUJ 负责将录取学生在 ASUJ 完成的预先指定课程的学分转移至 PARTNER。
- B. ASUJ 负责教授合作项目最后两(2) 日历年的课程。
- C. ASUJ 将负责为 PARTNER 提供教学计划,教科书样本和参考书,以便 PARTNER 的教员可以熟悉 ASUJ 课程
- D. ASUJ 负责为满足 ASUJ 所有录取条件的学生提供录取和完整的 I-20 表格以便学生申请签证 面试,获得 F-1 签证后入学。
- E. ASUJ 负责本项目在 ASUJ 阶段的教学质量以及管理。
- F. 对于所有在 ASUJ 成功完成整个项目并达到所有要求的学生,ASUJ 负责授予其临床实验室 科学的 ASUJ 本科学位。

7. 执行

- A. 在任何与本协议无关的材料或通信中,任一方每次使用对方的名称或商标时,都应提前获得对方的书面同意。
- B. 双方均同意在合适的情况下为此合作项目以及人员探访提供必要的设施和支持。任何一方应当承担自己的差旅和探访过程中产生的费用。

8. 批准的课程列表

Anhui Medical University Major: B.S. Clinical Laboratory Science

	Year 1第一	年			Year 1 第一年			
	Fall Semester	 秋季			Spring Semester			
Course No.	Course Name	Hrs	ASTATE Equivalent	Course No.	Course Name	Hrs	ASTATE Equivalent	
	Ideological and Moral Cultivation	2	Dept. Option Gen Ed*		Outline of Chinese Modern History	2	Dept. Option Gen Ed*	
**	Introduction to Computing	3	CS 1114		Clinical Chemistry	3	-	
	Physical Education	1	PE 1002		Physical Education	1	-	
	Cell Biology	3	BI02103		Immunology	3	CLS 2573/2571	
	Cell Biology Lab	1	BI02102		Physiology	3	BIO 2203	
	Higher Mathematics	4	Math 1023		Mechanics Lab	3	BIO 2201	
	Biochemistry	3	CLS 3153		Urinalysis and Body Fluids	3	-	
	Biochemistry Lab	1	_		Histology and Embryology	3	-	
	General Chemistry I	3	Chem 1013		Morphology Lab	3	-	
	General Chemistry I Lab	1	Chem 1011		Organic Chemistry	3	Chem 3103	
					Organic Chemistry Lab	1	-	
	Year 2 第二	年			Year 2 第二年			
	Fall Semester	秋季			Spring Semester	春季		
Course No.	Course Name	Hrs	ASTATE Equivalent	Course No.	Course Name	Hrs	ASTATE Equivalent	
	Basic Principles of Marxism	2	Dept. Option Gen Ed*		Introduction to Mao Zedong Thought	2	Dept. Option Gen Ed*	
	Form and Policy	2	-		Systematic Anatomy	3	BIO 2223/2221	
	Physical Education	1	_		Form and Policy	2	_	
	Physics	3	Elective		Physical Education	1	-	
	Music Appreciation	2	MUS 2503		Introduction to Clinical Medicine	2	CLS 3343	
	College Chinese	2	-		Medical Statistics	3	_	
	Hematology	3	-					
	Clinical Hematology Examination	1	_					
	Molecular Biology	3	_					
	Molelcular Biology Lab	1	_					
	General Chemistry II	3	Chem 1023					
	General Chemistry II Lab	1	Req Waived**					
	General Psychology & Medical Psych	3	Psych 2013					
	Medical Ethics	3	PHIL 1103					
	Year 3 第三	年		Year 3 第三年				
Fall Semester 秋季				Spring Semester 春季				
Course No.	Course Name	Hrs	ASTATE Course No.	Course No.	Course Name	Hrs	ASTATE Course No.	
	Hematology I Lab	1	CLS 2521		Parasitology Lab	1	CLS 3511	
	Hematology I	3	CLS 2523		Parasitology	2	CLS 3512	
	Microbiology for NHP Lab	1	BIO 2101		Clinical Chemistry I Lab	1	CLS 2541	
	Microbiology for NHP	3	BIO 2103		Clinical Chemistry I	3	CLS 2543	
	Principles of CLS Lab	1	CLS 1511		Immunohematology I Lab	1	CLS 2561	

	Principles of CLS	2	CLS 1512		Immunohematology I	3	CLS 2563		
	U.S. History/Government	3	Gen Ed		Body Fluids Lab	1	CLS 1531		
	Composition 1	3	ENG 1003		Body Fluids	1	CLS 1521		
					Composition II	3	ENG 1013		
					Organic Chemistry Lab	1	CHEM 3101		
	Total Hours	17			Total Hours	16	-		
	Summer 1 夏孝	≨ 1			Summer 2 夏季 2				
	Clinical Practicum 1	4	CLS 4174		Clinical Practicum II	4	CLS 4184		
	Total Hours	4			Total Hours	4			
	Year 4 第四	年			Year 4 第四年				
	Fall Semester	秋季			Spring Semester 春季				
Course No.	Course Name	Hrs	ASTATE Course No.	Course No.	Course Name	Hrs	ASTATE Course No.		
	Hematology II Lab	1	CLS 3221		Immunohematology II Lab	1	CLS 4331		
	Hematology II	3	CLS 3223		Immunohematology II	3	CLS 4333		
	Senior Seminar I	2	CLS 4222		Medical Microbiology II Lab	1	CLS 4441		
	Clinical Chemistry II Lab	1	CLS 4111		Medical Microbiology II	3	CLS 4443		
	Clinical Chemistry II	3	CLS 4113		Senior Seminar II	2	CLS 4232		
	Clinical Microbiology I Lab	1	CLS 2531		Clinical Practicum III	4	CLS 4204		
	Clinical Microbiology I	3	CLS 2533		Clinical Practicum IV	4	CLS 4194		
	Social Science	3	Gen Ed						
Tota 1 Hours		17		Tota 1 Hours		18			

Upon completion of the curriculum, the student is awarded a baccalaureate degree in Clinical Laboratory Science. Award of this degree is <u>not</u> dependent upon passing the national certification examination offered by the American Society for Clinical Pathology.

*These courses combined will be equivalent to the Departmental Gen Ed option

**CHEM 1021 General Chemistry II Lab requirement will be waived for students under this agreement

9. 不可抗力

任何一方应当考虑到导致不能履行本协议职责的不可抗力。"不可抗力"应理解为发生了当事方无法合理控制的事件,应该立刻由当事方知会另一方。不可抗力包括但不限于战争、敌对、革命、民众骚乱、罢工、封锁、流行病、事故、火灾、狂风、洪水或因为任何法律、规则、公告、裁决、政府规定或条例或者神的行为。

10. 完整协议

本协议构成双方之间的完整协议,并取代任何与本协议规定的事项和安排有关的任何同时或之前的书面或口头协议,声明或承诺。对本协议的补充或修改都不具有约束力,除非这些补充或修改是由以书面形式由各方签署的。

11. 豁免

对本协议所规定的条款进行豁免将不会被视为豁免任何其他条款或与其相似的条款,也不会视为永久性或持续性的豁免。

12. 通知

任何关于本协议请求、通知或其他通信,必须以书面形式和亲自交付的方式或通过信使、快递服务、传真或者通过挂号邮件、收条交回、预付邮资方式寄送。使用地址如下:

美国阿肯色州立大学琼斯波罗校区的地址:

Lynita Cooksey 博士 副校长、教务处处长, 教务处办公室 邮箱号: 179 美利坚合众国阿肯色州立大学,邮编 72467

中国安徽医科大学 (PARTNER)

吴强博士 国际教育学院主任

中国安徽省合肥市梅山路 81号 安徽医科大学,邮编 23003

所有通过亲自交付、信使、快递服务或挂号邮件收到的通知将被认为是有效的。

13. 继任者

本协议所包含的条款、保证和协议将绑定和适用于双方各自的利益, 双方各自的法律代表、继承人和分配人。

14. 额外文件

双方应当合理执行任何额外的文件以完成本协议的规定及目的,包括与每学期学杂费相关的必要文件。

15. 副本

本协议可能会执行一个或多个副本,包括传真副本,每一个都将被认为是原件。所有的副本与原件有同等效力。在不同的时间和地点签署本协议,不会影响本协议的有效性。

16. 可分割性

若本协议中的任何条款在法律规定下无效,不代表本协议项下其他条款也宣告无效。

17. 与法律法规的一致性

各方同意遵守所有本协议条款的法律,法规,条约,规则和条例。 至于在计划实施过程中可能发生的其他事项或问题,应通过会议和谈判来讨论此类问题,以达成共识。 如果在 ASUJ 和 PARTNER 之间的计划实施过程中发生任何争议,双方同意尽可能以友好的方式解决所有分歧。

18. 额外要求

A. 家庭教育权和隐私法案以及私人资料保护: PARTNER 是指定的校方代表,致力于存储,访问,和转移已参与此合作项目并即将成为 ASU J 学生的教育记录至 ASU J

根据每个国家在保护个人资料方面的法律,双方同意当事人提供的关于关于自然人或法人实体代表的个人资料,将被纳入文件和/或数据库,由各方拥有。提供数据的目的是为了本协议的活动以及维护双方的联系。

根据现行法规,各方保证他们已采用必要的技术和组织措施来保护数据,这些措施需达到与当事方自己保护数据的相同标准,在任何情况下均不得低于合理的标准 的保护。此外,当法律要求或有司法管辖权的法院命令时,当事人不得将储存在其档案和/或数据库中的个人资料转让或传达给第三方,除非在本协议规定的履行所需的情况下,或经另一方书面同意。

- B. 反对回扣规定: 1986 年反回扣执行法案,公法 99-634(41 USCA § § 51-58)—如同意此协议,(1)则当事人确定没有给予 ASUJ 或 PARTNER 员工任何直接或间接的回扣,以从 ASUJ 获取此协议或任何其他协议,采购订单或合同;(2)双方承认 1977 年反海外腐败法案(15 USCA § § 78dd-1)中所规定的义务,根据该法案,某些个人或团体为获取或保留业务向外 国政府官员支付款项属于违法行为。
- C. 出口管制法规:任一方需遵守所有适用于国际和国内的进口、出口管制法规。

本协议在双方签署后生效。

此协议有四份原件,两份英文原件,两份中文原件,双方各持一份英文和中文原件。本协议是以英文进行谈判和起草的。如有任何冲突或不一致,以本协议的英文版本为准。

双方特此签署此学术合作项目协议,本协议分别由双方授权代表人签署并注明日期及年份。

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