

DATE: _____ **2019**

日期：2019年【】月【】日

COMMUNICATION UNIVERSITY OF CHINA (1)

and (2)

MICHIGAN STATE UNIVERSITY (1)

中国传媒大学

和

密歇根州立大学 (2)

MEMORANDUM OF UNDERSTANDING

谅解备忘录



MEMORANDUM OF UNDERSTANDING

谅解备忘录

THIS MEMORANDUM OF UNDERSTANDING is made on 2019

BETWEEN:

本备忘录由以下双方单位于 2019 年【】月【】日联合签署，双方基本信息如下

- (1) **COMMUNICATION UNIVERSITY OF CHINA (CUC)** of 1 Ding Fu Zhuang E St, Chaoyang District; Beijing, China 100024; and
中国传媒大学，位于中国北京市朝阳区定福庄东街一号；和
- (2) **MICHIGAN STATE UNIVERSITY (MSU)** a higher education corporation whose administrative offices are situated at East Lansing, MI, 48824, U.S.
密西根州立大学，一家高等教育机构，其行政部门位于美国密西根州东兰辛市。

1. This Memorandum of Understanding ("**MOU**") outlines the principal requirements of each party, which may subsequently be included in a more detailed formal Agreement (the "**Agreement**").

本备忘录概述了对对方的主要要求，这些要求随后将被纳入到一份更详细的正式协议中（简称“协议”）。

2. This MOU is intended to provide a framework under which the business relationship between the parties will be conducted in the interim and to allow the parties to undertake certain exploratory work prior to the signing of the Agreement. The parties will undertake discussions in relation to the establishment of a Joint-running college in Hainan Province China with a view to developing jointly delivered programmes leading to dual awards at Undergraduate, Postgraduate and / or for PhD level with a focus on Art, Advertising, Brand Marketing, Design, Information Technology and Communications. The College is expected to enrol 1,000 – 2,000 students, and the number of students will be determined by the future agreement. The parties will also undertake discussions in relation to the establishment of an associated Technology And Innovation Centre to support

engagement of local and global industry. The students are encouraged to choose to study in CUC main campus, Hainan Campus and MSU campus in Michigan, US.

本备忘录意图规定一个框架，供双方在协议签署前的过渡期间开展其之间的业务关系，并使双方能在协议签署前承担特定的调研工作。中国传媒大学和密西根州立大学就有关在中国海南省建立一所中外合作办学学院进行讨论，旨在联合开展本科、硕士和博士层次的中外合作办学，专业为艺术、广告、品牌营销、设计、信息技术与创意管理等的双学位课程。该学院预计将招收 1,000 至 2,000 名学生，具体数量以将来签署的合作办学协议为准。双方还将建立相关的传媒技术和创新中心进行讨论，以支持当地和全球产业的参与。双方共建的中外合作办学学院的学生可以在中国传媒大学北京校区-海南校区和密西根州立大学的美国校区学习。

3. This MOU is not intended to constitute a legal binding agreement. No partnership or joint venture is created by this MOU, and neither party can commit the other financially or otherwise to third parties. The parties agree to negotiate in good faith to reach a formal Agreement embodying the principles set out in this MOU, with a view to signature prior to expiry of this MOU. Neither party is bound to enter into the Agreement.

本备忘录无意构成具有法律约束力的协议。本备忘录不构成任何合伙企业或合资企业，任何一方均不得为另一方在财务上或其他方面向第三方作出承诺。双方同意，通过诚意协商达成一份正式协议，该协议中将包含本备忘录中阐述的原则，并意图在本谅解备忘录到期前签署该协议。任何一方无义务签署该协议。

4. Neither party will make any claim against or be liable to the other for any loss or damages including, but not limited to, any consequential damages or lost profits, arising from any discussions, actions taken in reliance on this MOU, or for termination of the negotiations without reaching a comprehensive agreement. This paragraph shall survive termination or expiration of this MOU.

任何一方不就任何损失或损害向另一方提出任何索赔或承担任何责任，此等损失或损害包括但不限于：依据本谅解备忘录进行的任何讨论或采取的任何行动所产生的或未达成全面协议而终止协商所产生的任何间接损害或利润损失。本条款将在本谅解备忘录终止或到期后存续。

5. The MOU shall commence on the date of signature of the last party and shall expire two (2) years thereafter unless:

本谅解备忘录于其文首所列的日期生效，有效期为从该日期起 二 (2)年，除非：

5.1. both parties agree and confirm in writing that it should continue; or
双方签署书面文件同意并确认延长上述有效期；或

5.2. either party terminates this MOU by giving a minimum 120 days written notice. Activities in progress at the time of termination of this MoU shall be permitted to conclude as planned unless otherwise agreed

任何一方提前至少 120 天向另一方发送终止本谅解备忘录的书面终止通知。终止通知发出时，已在进行的活动应按计划完成，除非双方另有协议解决。

6. Each party shall bear its own expenses and costs with regard to all discussions and activities between the parties.

每一方应自行承担其因双方之间的所有讨论和活动而发生的费用和开支。

7. The parties warrant and covenant that, in connection with the exchange of information pursuant to this MOU neither party shall make any payments, gifts, or any offers or promises of payments or gifts of any kind, directly or indirectly, to any third party, including any official of any governmental departments or any government agency, for the purpose of inducing such third party, official, or candidate to misuse his political office in favour of either party.

双方保证并承诺，就根据本谅解备忘录进行信息交流而言，任一方不得直接或间接地向任何第三方（包括任何政府部门或任何政府机构的任何官员）提供任何付款或礼物或给予或承诺给予任何付款或礼物，目的是为引诱此等官员或候选人为该任一方的利益而滥用其职权。

8. Both institutions subscribe to a policy of equal opportunity, non-discrimination and affirmative action. University programs, activities and facilities are available to all without regard to race, color, gender, religion, national origin, political persuasion, sexual orientation, marital status, disability, height, weight, veteran status, age or familial status. The constitution and implementation of this MOU shall be interpreted and governed by the laws and regulations of both countries.

双方均赞成机会平等、无歧视和平权运动的政策。大学课程、活动和设施可供所有人参与和使用，无论其种族、肤色、性别、宗教、国籍、政治信仰、性取向、婚姻状况、残疾、身高、体重、服役状况、年龄或家庭状况。本谅解备忘录的构成和实施受双方国家法律、法规的解释和管辖。

9. This MOIU is written both in English and Chinese. Both English and Chinese text are considered official.

本谅解备忘录以中英文书写。英语与汉语文本均为正式文本。

Signed for

签字

MICHIGAN STATE UNIVERSITY

密歇根州立大学

Name *Teresa A. Sullivan*

姓名： Teresa A. Sullivan

Position Interim Provost
Date: *11/19/19*

职务： Provost

Jacquelyn Kittel *11/19/19*
OFFICE OF THE GENERAL COUNSEL DATE
APPROVED AS TO FORM

Signed for

签字

MICHIGAN STATE UNIVERSITY

密歇根州立大学

Name

姓名： Steven D. Hanson

Position

职务： Dean of International Studies and Programs

Signed for

签字

MICHIGAN STATE UNIVERSITY

密歇根州立大学

Name

姓名： Prabu David

Position

职务： Dean of College of Arts and Communication Science

Signed for

签字

COMMUNICATION UNIVERSITY OF CHINA

中国传媒大学

Name

姓名： LIAO, Xiangzhong

Position

职务： President

Signed for

签字

COMMUNICATION UNIVERSITY OF CHINA

中国传媒大学

Name

姓名： SHU, Xiaomei

Position

职务： International Office

Signed for

签字

COMMUNICATION UNIVERSITY OF CHINA

中国传媒大学

Name

姓名： LUO, Qing

Position

职务： Executive Director of Preparatory

Department of CUC Hainan International Campus