



MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITY OF CANTERBURY

AND

HUAZHONG UNIVERSITY OF SCIENCE AND TECHNOLOGY

University of Canterbury, located in Christchurch, New Zealand and *Huazhong University of Science and Technology*, located in Wuhan, People's Republic of China, ("the Parties")

Recognizing their common interests in many academic and educational fields,

Valuing institutional cooperation, and

Wanting to promote such cooperation in a more structured fashion

Agree as follows:

ARTICLE I OBJECTIVES

The objective of this Memorandum of Understanding ("MOU") is to outline the understandings on which **Huazhong University of Science and Technology** and University of Canterbury will develop and carry out collaborative activities.

ARTICLE II SCOPE OF ACTIVITIES

The scope of collaboration on academic and research activities under this MOU may include, but is not limited to the following:

1. exchange of scholarly publications and information
2. exchange of faculty, staff, and graduate students
3. development of collaborative research programs or projects of mutual interest
4. discussion of academic and administrative developments in education, including co-sponsorship of symposia, seminars and conferences
5. co-operation in the development of education generally, including the potential for offering joint programs, and
6. pursuit of consulting and project opportunities.

ARTICLE III CONTRIBUTION BY BOTH PARTIES

1. The Parties shall at all times keep confidential and shall not disclose to any third party, persons or individual any confidential information acquired or discovered by either Party in connection with the performance of this MOU unless otherwise authorized in advance in writing by either Party.
2. Nothing to this MOU shall prevent the Parties from contracting with any third Party on a similar basis with regards to the subject matter of this MOU.
3. Neither Party is an agent, representative, or legal partner of the other Party. Neither Party shall have any right, power, or authority to enter into any contract, commitment or agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This MOU shall not be interpreted or construed to create an association, agency, joint venture, or legal partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.
4. Signature of this MOU does not and shall not create any legal relations nor material, financial or other obligation between the Parties. Neither Party shall be legally bound by the terms of this agreement. If the Parties decide, having entered this MOU, they would like to consider binding arrangements with each other, for example to provide services to each other, then they shall negotiate and agree in writing a binding agreement, such as a Memorandum of Agreement (“MOA”), relating to any such matter. Specific initiatives are to be considered and agreed upon, on a case by case basis, including the contributions and obligations of each Party.

ARTICLE IV AMENDMENT AND DURATION OF THE AGREEMENT

This Memorandum is effective for a period of three (3) years from the date of signature. It may be extended or amended with the written agreement of both Parties. This Memorandum of Understanding may be terminated by either party subject to the delivery of six (6) months advance notice, in writing.

Signed on behalf of:

**HUAZHONG UNIVERSITY
OF SCIENCE AND TECHNOLOGY UNIVERSITY OF CANTERBURY**



Professor LI Yuanyuan
President



Professor Cheryl de la Ré
Vice-Chancellor

1 July 2019
Date

1 July 2019
Date



华中科技大学与坎特伯雷大学 合作备忘录

华中科技大学位于中华人民共和国武汉市；坎特伯雷大学位于新西兰克莱斯特彻奇市（“双方”）。

双方认识到彼此在许多学术和教育领域具有共同利益，

双方均重视机构间合作，

并有意愿进一步推动合作关系

双方因此达成如下协议：

第一条 目标

该备忘录旨在明确华中科技大学与坎特伯雷大学即将开展的各项合作活动。

第二条 合作范围

在该备忘录的框架内，双方即将开展的学术和研究合作包括但不限于以下内容：

- 1、 学术出版物和信息交流
- 2、 教师、工作人员和研究生交流
- 3、 合作开发双方具有共同利益的研究项目或课题
- 4、 讨论教育领域内学术和行政方面的发展事项，包括共同资助座谈会，研讨会和大型会议等
- 5、 加强双方在教育领域的各项合作，包括推出潜在的联合课程项目等
- 6、 寻求咨询和项目合作机会。

第三条 各方贡献

- 1、 双方在任何情况下均须履行保密协议，不得向任何第三方或个人披露与该谅解备忘录相关或任何一方基于该谅解备忘录所获取的机密信息，除非双方事先达成书面授权协议。
- 2、 该备忘录不得妨碍缔约双方与任何第三方或类似机构达成与此备忘录内容相关的合约。


- 3、 双方都不能看作是对方的代理人、代表或法律合伙人。双方均不享有为对方或代表对方签署合同、承诺或协议的权利或权力，也不得将对方牵扯到任何义务、责任或约束中。该备忘录不应被解释为或被用于建立双方之间的关联、代理、合资、或法律伙伴关系，双方均不得将对方牵扯到相关关系的责任中。
- 4、 该备忘录的签署并不会达成任何法律关系，也不应在缔约方之间建立任何物质、财政或其他义务。双方均不得基于此备忘录的协议条款对对方进行法律约束。如果双方决定签署该谅解备忘录，意味着双方均愿意考虑建立协议关系，例如向对方提供服务等，那么双方应当协商并达成针对相关事项的具备约束力的书面协议，如协议备忘录（“MOA”）。具体倡议将在个案研究的基础上予以考虑和商定，包括各缔约方的贡献和义务。
- 5、 该协议附英文和中文两个版本、且两个版本具有同样效力。在出现不同理解的情况下，双方应通过相互讨论来解决问题。

第四条 协议的修改和期限

此备忘录自签字之日起生效，期限为三（3）年。在双方达成书面协议的情况下，备忘录的内容可以进行扩展或修改。任何一方都可以在提前六（6）个月以书面形式送达终止通知的情况下终止该此备忘录。

代表签字：

华中科技大学




李元元 院士
校长

日期

1 July 2019

坎特伯雷大学



Professor Cheryl de la Rey
校长

日期

1 July 2019