



**MEMORANDUM OF AGREEMENT  
by and between  
YUNNAN UNIVERSITY  
and  
UNIVERSITY OF NORTH TEXAS**

This Memorandum of Agreement (“Agreement”) is made and entered into by Yunnan University, a higher education institution located in Kunming, People’s Republic of China (“YNU”) and by University of North Texas, a higher education institution located in Denton, Texas U.S.A. (“UNT”).

**RECITALS**

WHEREAS the institutions are linked by common academic and cultural interests;

WHEREAS the institutions wish to enable cooperation and exchange in all academic areas of mutual interest;

WHEREAS the institutions wish to expand the basis for friendship and cooperative educational exchange between the United States of America and People’s Republic of China; and

WHEREAS this Agreement supports the YNU Mission and the UNT Mission;

THEREFORE, in consideration of their mutual interests and the covenants set forth herein, the institutions agree as follows:

**ARTICLE 1  
PURPOSE AND SCOPE OF THE AGREEMENT**

1.01 **Purpose.** The purpose of this Agreement includes, but is not limited to, exploring the following collaborative activities: (a) future possibilities for student mobility; (b) the development of collaborative research projects; (c) the organization of joint academic and scientific activities, such as courses, conferences, seminars, symposia, or lectures; (d) the mobility of research and teaching personnel; and (e) possible access to publications and other materials of common interest. Any specific projects undertaken may require that they be set forth in a supplemental agreement, as outlined in Clause 2.02.

1.02 **Scope.** Cooperative projects under this Agreement may include any of the academic disciplines represented at either of the institutions.

**ARTICLE 2  
PROPOSED ACTIVITIES PURSUANT TO THE AGREEMENT**

2.01 **Institutional Appointees.** In order to carry out and fulfill the aims of this Agreement, each institution will appoint the appropriate persons at each of their campuses to coordinate the development and conduct of joint activities. Through these contact persons, either institution may initiate proposals for activities under this Agreement. The contact persons will additionally be

responsible for the evaluation of activities under this Agreement according to the practices of their respective institutions.

2.02 Supplemental Agreements. Activities the institutions mutually agree to undertake are subject to further agreement of the institutions and may require that they be set forth in a supplemental agreement signed by authorized representatives of each institution. Supplemental agreements should include specific details of the agreed-upon activity, including such items as: (a) elaboration of the responsibilities of each institution for the agreed-upon activity; (b) schedules for the specific activities; (c) budgets and sources of financing of each activity; (d) any other items necessary for the efficient conduct of the activity; and (e) any other items necessary to meet the legal and policy requirements of each institution. Supplemental agreements are subject to approval by each institution according to the normal policies and procedures governing the types of activities proposed therein.

### ARTICLE 3 TERM AND TERMINATION

3.01 Term. This Agreement shall take effect upon signature by both institutions and, unless earlier terminated, will continue for a period of three (3) years from that date.

3.02 Extension. This Agreement may be extended by mutual agreement of the institutions, which must be reduced to writing and signed by both institutions.

3.03 Termination. This Agreement may be terminated at any time by either institution upon written notice to the other. Any supplemental agreement entered into pursuant to this Agreement will not automatically terminate with the termination of this Agreement, and any student then enrolled in a program created by such supplemental agreement shall be permitted to complete that program under the terms and conditions of that supplemental agreement.

3.04 Amendment. This Agreement may be amended at any time by either institution upon notice to the other, which must be reduced to writing and signed by both institutions.

### ARTICLE 4 MISCELLANEOUS

4.01 Accreditation. UNT is accredited by the Southern Association of Colleges and Schools Commission on Colleges ("SACSCOC") to award baccalaureate, master's, and doctorate degrees. YNU is not accredited by "SACSCOC" and the accreditation of UNT does not extend to or include YNU or its students. Although UNT may accept certain YNU course work in transfer, other colleges and universities may not accept this course work in transfer, even if it appears on a transcript from UNT. YNU is recognized by the People's Republic of China and this recognition does not extend to UNT.

4.02 Jurisdiction. This Agreement is set forth in English. The legal jurisdiction under which this Agreement shall be interpreted and enforced shall be the State of Texas, U.S.A., excluding its conflict of laws principles. The parties agree that the state and federal courts sitting in Texas will have exclusive jurisdiction over any claim arising out of this Agreement and each party consents to the exclusive jurisdiction of such courts.


4.03 Public Information. Notwithstanding any provision of this Agreement, UNT shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, YNU shall make public information available to UNT in an electronic format.

IN WITNESS WHEREOF, the institutions have caused their duly authorized representatives to execute this Memorandum of Agreement to be effective upon signature by both parties hereto.

YUNNAN UNIVERSITY

UNIVERSITY OF NORTH TEXAS

By:

  
Li Chenyang  
Vice President

Date:

2020.8.20


By:

DocuSigned by:  
Jennifer Cowley  
9C7A4231AD2487  
Jennifer Evans-Cowley,  
Provost and Vice President for  
Academic Affairs

Date:

10/7/2020

Acknowledged By:

  
Tammara L. Brown 8-28-2020  
Executive Dean of the College of  
Liberal Arts and Social Sciences