

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
SURCOLOMBIANA UNIVERSITY
AND
XI'AN UNIVERSITY
(DEC/12/2018)

Surcolombiana University,

Xi'an University, No.1 KEJI 6th Rd, Xi'an, Shaanxi Province, China 710065 (XAU)

Each a 'Party' and together the 'Parties'

SU and XAU wish to explore a formal collaborative agreement based on a foundation of trust for the mutual benefit and development of the two organisations.

1. SU and XAU will explore potential for jointly developing some or all of the following activities based on their respective academic and educational needs:
 - a. exchange of research materials, publications and information;
 - b. development and operation of joint academic programmes;
 - c. appointment of joint teaching practitioners;
 - d. organisation of joint research programmes;
 - e. provision of undergraduate projects;
 - f. exchange of students;
 - g. exchange of academic staff;
 - h. the development of common curricula in areas of mutual interest.
2. The implementation of exchange based on this MOU shall be separately negotiated and determined by both Parties in a formal legal agreement.
3. Each Party shall preserve the confidentiality of any information (whether in written, oral or electronic form) disclosed to it by the other Party where the other Party has identified such information as being confidential, or where it would be reasonable to expect that confidentiality should attach to such information.
4. Each Party shall respect and make no claim with regard to the names, brand, trademark, copyrighted material or any other intellectual property rights of the other Party during the period of the Collaboration.

5. Nothing shall diminish the full autonomy of either Party, nor will any constraints or financial obligations be imposed by either Party upon the other Party in carrying out this MOU.
6. This MOU is subject to revision or renewal by mutual agreement between the Parties in writing. It is also understood that either Party may terminate this MOU at any time, although such action will only be taken after mutual consultation in order to avoid any possible inconvenience to either Party.
7. This MOU will be in force for 5 years in the first instance. Thereafter, renewal of this MOU will be subject to the agreement of both Parties in writing.
8. This MOU is a statement of the current intention of the Parties. There is no intention to create legal relations by means of this MOU. Clause 3 & 4 only of this MOU is intended to be legally binding with effect from the date of this MOU. All other clauses of this MOU are therefore not legally binding and neither Party has any rights or obligations or may bring proceedings in respect thereof.
9. This MOU is effective when the duly authorised representatives of both Parties have signed and dated this MOU.

SIGNATURES to the Memorandum of Understanding:

Duly authorised to sign for and on behalf of:

Duly authorised to sign for and on behalf of:

SURCOLOMBIANA UNIVERSITY

XI'AN UNIVERSITY

NAME: 

NAME: 

DATE: 2018-12-12

DATE: 2018.12.18