

**Memorandum of Understanding
On
The Implementation of
Combined English Language and Specialized Training Program**

Between

**McMaster University's Office of International Affairs
Hamilton, Ontario, Canada**

And

**Wuxi Higher Health Vocational Technology School
Wuxi, Jiangsu Province, P.R. China**

加拿大麦克马斯特大学国际事务办公室

与

中国无锡卫生高等职业技术学校

实施英语与专业科目培训项目

谅解备忘录

Concerning the development of international linkage between McMaster University's Office of International Affairs and Wuxi Higher Health Vocational Technology School, Wuxi, Jiangsu Province, P.R. China.

McMaster University's Office of International Affairs and Wuxi Higher Health Vocational Technology School desire to collaborate and strengthen cooperation between their respective institutions based on the principles of mutual benefits;

Have agreed as follows:

关于发展加拿大麦克马斯特大学国际事务办公室与无锡卫生高等职业技术学校之间的国际合作。

麦克马斯特大学国际事务办公室与无锡卫生高等职业技术学校希望根据互利原则，加强相互之间的合作。

双方同意如下：

Article 1 条款 1

The objective of the cooperation between the McMaster University's Office of International Affairs and Wuxi Higher Health Vocational Technology School is to promote collaboration for English Language and other specialized training programs to be offered to students of Wuxi Higher Health Vocational Technology School by McMaster University's Office of International Affairs.

麦克马斯特大学国际事务处与无锡卫生高等职业技术学校合作的目的是促进协作，由麦克马斯特大学国际事务处向无锡卫生高等职业技术学校的学生提供英语与其他专业科目培训项目。

Article 2 条款 2

Cooperation will be directed towards the following activities:

- A. To offer English language training program at McMaster;
- B. To develop and deliver English and other specialized training programs for students of Wuxi Higher Health Vocational Technology School;
- C. To examine other ways of cooperation that may be mutually agreed upon.

合作将围绕以下活动展开：

- A. 在麦克马斯特大学提供英语培训项目；
- B. 为无锡卫生高等职业技术学校学生开发和提供将英语与专业课相结合的培训项目；
- C. 探求在双方同意基础上的其他方式的合作。

Article 3 条款 3

Each cooperation program will be the subject of a specific program agreement describing the activities and the information as well as experience to be exchanged.

每个合作项目都是某一项目协议书的主题，该协议书描述项目活动，项目信息以及双方需交流的经验

Article 4 条款 4

This MOU will be implemented within the framework of the legal and administrative conditions to which the respective institutions are subject.

本谅解备忘录将在双方各自机构所遵循的法律和行政条件框架内实施。

Article 5 条款 5

To administer and facilitate this cooperation, each party will designate an appropriate office to coordinate activities resulting from this cooperation.

For Wuxi Higher Health Vocational Technology School

Ms. ZHU, Yi
Director
International Affairs Office
Wuxi Higher Health Vocational Technology School
305 Xinguang Road
Wuxi, Jiangsu Province, P.R. China 214028
Tel: 86 13861680398
Email: 478930646@qq.com

For McMaster University's Office of International Affairs

Ms. May Zhai
Program Manager
Office of International Affairs
McMaster University
Alumni Memorial Hall, Room 203
1280 Main Street West
Hamilton, ON, L8S 4K1, Canada
Tel: +1 (905) 525-9140, ext. 24211
Fax: +1 (905) 546-5212
chenmay@mcmaster.ca

Ni Jadon
Senior Project Manager/International Liaison Officer
Office of International Affairs
Alumni Memorial Hall - Rm203
McMaster University
1280 Main Street West
Hamilton, Ontario, Canada
L8S 4K1
Tel: 905-525-9140 ext. 24616
Fax: 905-546-5212
Email: jadon@mcmaster.ca

Memorandum of Understanding

为实施和促进合作，双方应指定一个相应的部门来协调合作项目的各项活动。

无锡卫生高等职业技术学校

朱怡

主任

无锡市卫生高等职业技术学校国际交流处

中国江苏省无锡市

新光路 305 号 邮编 201318

电话：86 13861680398

邮箱地址：478930646@qq.com

加拿大麦克马斯特大学国际事务处

陈玫

项目经理

加拿大麦克马斯特大学国际事务处

汉密尔顿，安大略省 加拿大

电话：+1 (905) 525-9140, ext. 24211

传真：+1 (905) 546-5212

邮箱地址：chenmay@mcmaster.ca

Ni Jadon

高级项目经理/国际联络官

加拿大麦克马斯特大学国际事务处

汉密尔顿，安大略省，加拿大

电话：905-528-9140 ext. 24616

传真：905-546-5212

电子邮件：jadon@mcmaster.ca

Article 6 条款 6

1. Any Intellectual Property Right brought by one of the Parties for the implementation of the cooperation activities under this MOU shall remain the property of that Party. However, that Party shall indemnify that the intellectual property right has not resulted from the infringement of any third party's legitimate rights. Further, that Party shall be liable for any claim made by any third Party on the ownership and legality of the use of the intellectual property right which is brought in by the aforementioned Party for the implementation of the cooperation activities under this MOU.

Memorandum of Understanding

1. 一方为执行本“谅解备忘录”框架下的合作活动而使用的知识产权，仍然是该方的财产。但是该方应确保该知识产权不是侵犯任何第三方的合法权益而产生的。此外，根据本谅解备忘录要求，该方应对任何第三方关于实施合作活动的知识产权的所有权和合法性提出的任何请求负责。

2. Any Intellectual Property Right, data and information resulting from program activities conducted under this MOU shall be jointly owned by the two Parties, and both Parties shall be allowed to use such property for non-commercial purposes free of royalty. Should the intellectual property right, data and information resulting from the cooperation activities under this MOU be used for commercial purpose by one Party, the other Party shall be entitled to the royalties obtained from the exploitation of such property on the basis of the principle of equitable contribution.

2. 在本谅解备忘录下进行的项目活动所产生的任何知识产权、数据和信息应由双方共同拥有，双方应允许对方在非商业目的的情况下免费使用此类财产。如果本谅解备忘录下的合作活动产生的知识产权，数据和资料由一方用于商业目的，则另一方有权根据公平贡献原则获得版税。

3. If either of the Parties wishes to disclose confidential data and/or information resulting from the cooperation activities under this MOU to any third Party, the disclosing Party must obtain prior consent from the other Party before disclosure can be made.

如果任何一方希望向任何第三方披露根据本谅解备忘录开展的合作活动产生的机密数据和/或信息，披露方必须事先征得另一方的同意，才能做出披露。

Article 7 条款 7

Differences arising out of the interpretation on the implementation of the MOU shall be settled amicably by consultation or negotiation between the Parties.

因对本谅解备忘录约定条款理解不同而产生的分歧将通过双方协商或谈判友好解决。

Article 8 条款 8

This MOU will remain be effective for one (1) year and will begin upon the date of signature by duly authorized representatives of both parties. The terms of the MOU can be modified at any time by mutual agreement communicated in writing.

Either party shall be entitled at any time and at its absolute discretion to terminate the agreement by giving written notice six months beforehand to the other party.

Memorandum of Understanding

本谅解备忘录有效期三年，自双方正式授权代表签署之日起施行。本谅解备忘录中的条款可随时通过书面方式协议进行修改。

任何一方有权随时和酌情决定终止协议，但应提前六个月向对方发出书面通知。

Done in Hamilton in January 10, 2019.

2019 年 1 月 10 日于汉密尔顿制定。

For Wuxi Higher Health Vocational Technology School



Mr. Yang, Runian
President

2019-02-25
Date

For McMaster University's Office of International Affairs

Dr. Peter Mascher
Vice Provost, International Affairs

Jan 10th, 2019
Date

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