Memorandum of Understanding
between
the Health Human Resources Development Center of the Ministry of Health of the People's Republic of China
and
the University of Kansas, on behalf of the University of Kansas Medical Center

中华人民共和国卫生部人才交流服务中心
与
美国堪萨斯大学医学中心谅解备忘录

This Memorandum of Understanding ("Memorandum") is entered by and between the Health Human Resources Development Center of the Ministry of Health of the People’s Republic of China ("HHRDC") and the University of Kansas, on behalf of the University of Kansas Medical Center ("KUMC"), each a “Party,” and jointly the “Parties.”

本备忘录是由中华人民共和国卫生部人才交流服务中心(“HHRDC”)和美国堪萨斯大学代表堪萨斯大学医学中心(“KUMC”)签订。

RECITALS

The Health Human Resources Development Center (HHRDC) of the Ministry of Health of the People’s Republic of China is a state agency led by the National Health and Family Planning Commission of China, which is in charge of health human resources development, management, and service. HHRDC’s work is geared to the needs of medical and health institutions and medical personnel, for which it has developed programs in personnel evaluation, training and development, international cooperation, and policy research to improve the ability and quality of health personnel, to develop the health service, and to contribute to the promotion of human health.

中华人民共和国卫生部人才交流服务中心（人才中心）是中国国家卫生和计划生育委员会的直属机构，负责卫生人力资源的开发、管理和服务。人才中心的工作是面向中国医疗卫生机构和医务人员，包括人员评估、培训和开发，国际合作和政策研究，从而提高医务人员的能力和素质，发展医疗卫生服务，并致力于促进人体健康。

The University of Kansas ("KU") is an agency of the State of Kansas, U.S.A. KU is a major public research and teaching institution of 28,000 students and 2,600 faculty on campuses in Lawrence, Kansas City, Overland Park, Wichita, and Salina. As part of KU, KUMC is engaged in education, research, patient care, and community enrichment. KUMC operates The School of Medicine, The School of Nursing, and The School of Health Professions. Among its many acclaimed programs are those in clinical medicine, rural health, telemedicine, clinical child psychology, nursing, occupational therapy, and social welfare.
In accordance with their mutual desire to promote further cooperation, HHRDC and KU agree as follows:

按照双方相互促进进一步合作的愿望, 人才中心(HHRDC)和堪萨斯大学(KU)达成如下协议:

**GENERAL 通则**

The Parties will jointly determine specific cooperative projects of mutual interest. Agreements for cooperative projects will be signed by the authorized representatives of each Party and incorporated into this Memorandum as addenda.

缔约会方将共同确定双方共同感兴趣的具体合作项目。协议的合作项目将通过各缔约方的授权代表签署，并纳入本备忘录的附录。

Within the cooperative projects to be mutually determined, the Parties agree to the following general forms of cooperation:

在共同确定的合作项目内，双方同意以下列合作方式进行:

1. Short-term training programs for health care professionals, and other cooperative research and educational activities. 1.) 为医护专业人员提供短期进修课程，以及其它合作研究和教育活动。

2. Exchange of invitations to scholars (for example, faculty, researchers, and graduate students) for lectures, visits, and sharing of experiences. 2.) 交换邀请学者（例如，教师，研究人员和研究生）做讲座，参观和交流经验。

3. Exchange of invitations to scholars for participation in conferences, symposia, and seminars. 3.) 交换邀请学者参加会议，座谈会和研讨会。

4. Exploration of other areas of common interest deemed important in the fields of medicine and health care. 4.) 探索其它共同关心之重要医药和医疗卫生等领域。

KUMC will assign a representative (“KUMC Representative”), who will be authorized to
communicate with HHRDC on behalf of KUMC and who will be responsible for the execution of certain tasks required for the cooperative projects under this Memorandum.

HHRDC will assign a representative ("HHRDC Representative"), who will be authorized to communicate with KUMC on behalf of HHRDC and who will be responsible for the execution of certain tasks required for the cooperative projects under this Memorandum.

ANNUAL PLANNING 年度规划

Each year, the KUMC Representative and HHRDC Representative will coordinate a working group composed of KUMC and HHRDC staff members, who will identify cooperative projects for recommendation to, and written approval by, the authorized representatives of each Party.

对于双方已批准的各合作项目，双方将再签订一个项目保障协议。该项目将被纳入本备忘录作为附录。

For each cooperative project that is approved by both Parties, the Parties will enter a project-specific agreement that defines their respective obligations. The agreement will be incorporated into this Memorandum as an addendum.

After one year of implementation of a cooperative project, the Parties each will produce a report on the project for their respective administrative agencies.

Each Party will be responsible for coordinating the implementation of a cooperative project in its country.

每方将负责协调在本国的合作项目实施。

FUNDING 资金

The development and implementation of cooperative projects under this Memorandum is subject to the availability of funding. Neither Party guarantees the availability of any
funding.

本备忘录合作项目的开发和实施将取决于资金的保障。任何一方都不担保资金的保障。

For each cooperative project, the Parties’ respective funding responsibilities, and the sources of funding, will be specified in the separate specific agreement for that project.

对于每一个合作项目，双方各自的应责任，资金，以及资金保障，将在该项目单独的特定协议中明确。

Funding for a cooperative project will be secured before the project is implemented.

在合作项目实施前一定要保证资金到位。

**EXPORT CONTROLS. 出口管制。**

Both Parties are subject to applicable export laws and regulations. Each Party’s participants in cooperative projects shall identify any export-controlled information or materials as such prior to transmitting that information or materials. KU or HHRDC may limit or decline receipt of export-controlled information or materials.

双方须遵守适用的出口法律和法规。在传输信息或材料前，每一缔约方所参加的合作项目应找出受出口管制的信息或材料，比如堪萨斯大学或人权中心可能限制或拒绝收发受出口管制的信息或材料。

**DISPUTE RESOLUTION 解决争议**

The Parties agree to resolve questions and disputes concerning interpretation of the Memorandum through direct negotiation and friendly dialogue.

双方同意，以通过直接谈判和友好的对话来解决对该备忘录的解释问题和纠纷。

**AMENDMENT 修订**

The Parties may modify the Memorandum through a writing signed and dated by both Parties.

缔约双方可经过签署的文件来修改本备忘录。

**EFFECTIVE DATE; TERM; TERMINATION 生效日期，终止日期和期限**

The Memorandum is effective as of the last date of signing. It expires three (3) years after the effective date. Either Party may terminate the Memorandum by written notice to the other Party, delivered at least three (3) months prior to the intended termination date.
Termination shall not affect projects already implemented under the terms of the Memorandum prior to the termination date.

本备忘录在双方签署日期生效。有效期为生效签署之日起三（3）年。任何一方均可以书面通知另一方终止本备忘录，但至少应提前三（3）个月在预计的终止日期前以书面通知对方。在终止日期前，终止将不应该影响备忘录已经实施的项目。

NOTICE 通知

Notice required under the Memorandum must be delivered to the following

根据本备忘录的要求，通知必须送达：

For HHRDC (卫生部人才交流服务中心)
For KUMC (堪萨斯大学医学中心)

EXECUTION; VERSIONS
执行；文本

The Parties shall sign two copies of this Memorandum in both English and Chinese language. The Chinese and English texts have the same legal effect.

各缔约方应在本中英文备忘录上签署两份。英文和中文具有同等法律效力。

University of Kansas 堪萨斯大学

By (签名)  [Signature]
Bernadette Gray-Little
Chancellor

Name and Title （姓名和职务）

Date（签署日期）  July 16, 2014

Health Human Resources Development Center (HHRDC)
of the Ministry of Health of People's Republic of China
中华人民共和国卫生部人才交流服务中心

By (签名)  [Signature]
Junhua Zhang

Name and Title （姓名和职务） Zhang Junhua, Deputy Director-General（张俊华副主任）

Date（签署日期）  19 June 2014