

MOU on Research Collaboration  
Between  
Tsinghua University and  
Montana Tech  
清华大学 和  
蒙大拿理工大学  
科研合作谅解备忘录

Tsinghua University and Montana Tech, wishing to enhance cooperation and friendship between the two universities, have reached common understanding for promoting joint research and development activities:

为增进双方的合作和友谊，清华大学和蒙大拿理工大学两校就促进联合科研和开发活动达成如下共识：

1. The two universities agree to encourage research and development cooperation in fields of mutual interest, including:

两校同意并鼓励在双方共同感兴趣的领域进行科研与开发合作，其中包括：

- a. Exchange of faculty and/or staff;  
教师和/或工作人员交流;
- b. Joint bilateral academic meetings;  
联合双边学术会议;
- c. Joint research cooperation; and  
联合科研合作; 以及
- d. Exchange of academic materials and other related information.  
学术资源和其他相关信息的共享。

2. Each short-term staff visit will require the prior approval and the available of the funding of the receiving university that provides reasonable living accommodations and subsistence for the visitor for the duration of the visit. The international travel costs will be the responsibility of the sending University or of the visitor personally. Staff visits for longer periods, such as advanced study or training, will be arranged on terms to be agreed between the two universities in each specific case.

短期人员访问须预先得到接待学校许可和经费支持，即在访问期间由接待方为短期访问人员提供合理的食宿条件和津贴。国际旅费由派出单位或短期访问者本人负责。对进修或培训等长期人员访问，双方将依据具体情况协商安排。

3. To implement the collaborative activities envisaged under this MOU, representatives of the two universities may meet periodically to negotiate and conclude specific project agreements and programs of cooperation.

为实施本备忘录所涉及的合作活动，双方代表可定期会面，协商并制定具体的项目协议及合作方案。

4. Research results and intellectual property that have been developed in the course of the collaborative projects under this MOU (“Results”) shall be owned by the university having created them and the other university will be entitled to a non-exclusive, perpetual, royalty-free worldwide license to use the Results for non-commercial internal research and education purposes only. If the Results are created jointly by Tsinghua and Montana Tech, they shall be jointly owned by both universities and each university may freely use and exploit such joint Results at its sole and exclusive discretion. The two universities may enter into inter-institution agreement(s) to administer such joint Results when necessary.

根据本备忘录开展的联合项目中所产生的研究成果和知识产权（“成果”）应由创造此等成果的一方拥有，另一方被授予为内部非商业性的教育和研究目的，在世界范围内永久、免费使用此等成果的非独占许可。如果成果是由清华和蒙大拿理工共同创造的，则应由双方共同拥有，各方均有权自由全权决定如何使用和开发此等共有成果。必要时，双方可签署机构间协议规定如何管理共有成果。

5. Both universities agree to provide to each other a copy of any publication of findings generated in the course of any collaborative projects under this MOU. The copy will be provided in reasonable advance of the intended publication date. The university to whom the copy of the proposed publication is provided may provide comments on the proposed publication and may require that its confidential information be removed from the proposed publication. The faculty and staff from both universities who have been involved in activities resulting in such publication shall be acknowledged according to the applicable conventions for attribution of academic or research contribution.

双方均同意在拟发表本备忘录下开展的联合项目中所产生的发现时，互相向对方提供一份副本。此等副本应当在拟发表日期前的合理时间内提供。收到拟发表论文副本的大学可以对所收到的拟发表论文给予评论，并可要求从拟发表论文中删除其保密信息。双方参与相关研究活动的教师和工作人员的贡献应当根据确定学术或研究贡献的惯例予以声明。


6. Both universities will consult in relation to and in advance of any publicity arising out of the signing of this MOU. Neither university shall use the logo or trademark of the other university without the prior written consent of the other university.

双方应当就因本备忘录的签署而产生的任何宣传提前协商。未经另一方事先书面同意，任何一方均不得使用另一方的标识或商标。

7. Both universities agree to expeditiously process all requests submitted under this MOU and to make every effort to negotiate for terms that are mutually satisfied in all cases.

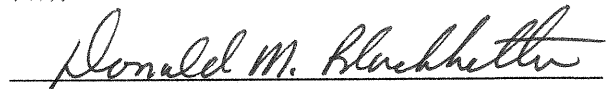
双方同意及时处理依据本备忘录所提出的所有请求，并同意尽一切努力通过协商以达成在所有情况下双方都满意的条款。

8. Both universities will encourage joint collaborations and will try jointly to apply for financial support for collaborative research projects from governments as well as private industries.  
双方鼓励合作，共同争取国家政府部门及私营企业对合作研究项目的财政资助。
9. This MOU does not create any legally binding obligations between the two universities.  
本备忘录不在双方之间造成任何具有法律约束力的义务。
10. The MOU will become effective immediately on the date of signature by the designated representatives of both universities and will remain in force for a period of five years from the date of the last signature. The MOU may be amended or extended by mutual written consent of the two parties.  
本备忘录自双方代表签字后立即生效，有效期为五年。在双方书面同意的情况下本备忘录可以被修改或增加补充条款。
11. This MOU is written in English and in Chinese and both versions are equally valid.  
本备忘录有中文和英文两种文本，具有同等效力。

  
Name: Qikun Xue  
Title: Vice President For Research  
Tsinghua University 清华大学

Tsinghua University  
清华大学

Date: Dec. 26, 2016  
日期:

  
Dr. Donald M. Blacketter 唐纳德.布拉克特博士  
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Montana Tech 蒙大拿理工大学

Montana Tech  
蒙大拿理工大学

Date: December 14, 2016  
日期: