

EDUCATION

Cooperation

**Agreement Between
the UNITED STATES OF AMERICA
and CHINA**

Signed at Beijing May 25, 2010



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966
(80 Stat. 271; 1 U.S.C. 113)—

“ . . .the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”

CHINA

Education: Cooperation

*Agreement signed at Beijing May 25, 2010;
Entered into force May 25, 2010.*

**AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA
FOR COOPERATION IN EDUCATIONAL EXCHANGES**

The Government of the United States of America and the Government of the People's Republic of China (hereinafter referred to as "the Parties"), recognizing the important role of education in promoting the development of both nations and in increasing understanding between the people of both nations, and on the basis of past cooperation, with a view to further promoting educational exchange and cooperation, agree upon the following:

ARTICLE I - GUIDING PRINCIPLES

- A. The principal objective of this Agreement is to provide opportunities for cooperation and exchange in educational fields based on equality, reciprocity and mutual benefit. Recognizing differences in the societies and systems of the two countries, the Parties will initiate educational exchange activities based on their own as well as mutual interests. The host country will support and assist in the implementation of these educational exchange activities in accordance with its laws and regulations.
- B. The Parties will undertake measures to enhance educational exchange activities. Scholarly data and information derived from activities under this Agreement may be made available to the world scholarly community through customary channels in accordance with the normal procedures that participating institutions and individuals would follow in their own countries.
- C. Receiving institutions of each country will have final approval of students and scholars applying from the other country. The Parties, however, will use their best efforts to assure the fulfillment of the principles of this Agreement.
- D. The Parties further agree that the principles of this Agreement will be the basis for all official educational exchanges and cooperation on educational matters between the Parties. While recognizing the independence of the non-official arrangements described in Article VI of this Agreement, the Parties agree that these principles should also be extended, to the degree possible, to the full range of educational exchange activities between the two countries.
- E. The Parties will agree regarding specific programs, including Chinese government scholarships for U.S. students and the Fulbright Program, through regular meetings of the Executive Agents, as outlined in Article X, on at least an annual basis. Recognizing that one of the defining principles of the Fulbright Program has been, since the Program's inception, open, merit-based competition, the Parties agree to explore ways in which the Program for China can more fully embody this principle.

ARTICLE II - EXCHANGES OF INDIVIDUALS

The Parties agree that exchanges of individuals will include, but will not be limited to, the following categories:

1. *Research Scholars* Each Party may select and sponsor scholars from its own country to engage in research in the other country. In addition, each Party may select and sponsor scholars from the other country to engage in research in its own country. Scholars may be

placed in association with education, research or other institutions relevant to the accomplishment of research objectives or may, with the approval of the host government, engage in independent research. Research fields will include, but will not be limited to, the humanities, the social sciences, education, the natural sciences, and the technological sciences.

2. *Graduate Students* Each Party may select and sponsor qualified graduates of institutions of higher learning or equivalent institutions of its own country to pursue degree or non-degree graduate programs of study and research in the other country. In addition, each Party may select and sponsor qualified graduates of institutions of higher learning or equivalent institutions from the other country to pursue degree or non-degree graduate programs of study and research in its own country. Fields of study will include, but will not be limited to, the humanities, the social sciences, education, the natural sciences, and the technological sciences.

3. *Teachers and Lecturers* The Parties agree to encourage and sponsor teachers, lecturers, professors, and other qualified people of the institutions of higher learning of their respective countries to teach or to give a series of lectures in the other country. Fields of teaching and lecturing will include, but will not be limited to, the humanities, the social sciences, education, the natural sciences, and the technological sciences.

4. *School Exchanges* The Parties agree to encourage and sponsor the exchange of teachers, administrators and students from their respective countries for short-term and long-term programs in the other country.

ARTICLE III – LANGUAGE TEACHING AND STUDY

The Parties agree to encourage the teaching and study of English in the People's Republic of China and Chinese in the United States, and provide assistance where circumstances permit.

ARTICLE IV - DELEGATIONS AND STUDY GROUPS

The Parties agree to the mutual exchange of delegations and study groups in various educational fields, which may include participation in joint meetings such as conferences and symposia in areas of mutual interest to the Parties.

ARTICLE V - EXCHANGE OF MATERIALS AND DATA

The Parties agree to encourage and facilitate the exchange of scholarly and other educational materials and data on education between educational and research institutions, and individuals, of both countries. Materials may include books, periodicals, monographs and audio-visual materials.

ARTICLE VI - DIRECT EXCHANGES AND COOPERATION

The Parties agree to continue to encourage and promote direct educational exchanges and cooperation between educational organizations, universities, colleges, schools, research institutions and individuals of their respective countries. Each Party will facilitate these exchanges in accordance with its relevant laws and regulations.

ARTICLE VII - FINANCIAL PROVISIONS

- A. The Parties agree that the necessary expenses for activities conducted under Articles II, IV and V of this Agreement, unless as stated in B or C, below, will be based on the principle that the sending side pays the costs related to its participants.
- B. As mutually agreed upon by the Parties and the participating institutions, the Parties and the participating institutions will share the costs of the Fulbright Program. The Parties agree in principle that because the Program was founded on the basic principle of being mutually beneficial, the Fulbright Program in China will work toward parity in support and reciprocity in administration.
- C. With respect to short-term seminars of the Fulbright-Hays Program administered by the U.S. Department of Education, the Parties and the participating institutions will share costs as mutually agreed upon. For these exchanges, the following arrangement will apply:
1. The sending side will be responsible for the round-trip international travel expenses of each delegation or group; and
 2. The receiving side will be responsible for the expenses of board and lodging, and transportation, when the delegation or group is in its country.
- D. With respect to other Fulbright-Hays Programs administered by the U.S. Department of Education, paragraph A of this Article will apply.
- E. The participating institutions will determine the financial provisions for direct exchanges and cooperation under Article VI of this Agreement.
- F. Any exception to these Financial Provisions will be determined by written agreement between the Parties.

ARTICLE VIII - FACILITATION OF PRIVATE STUDY IN THE OTHER COUNTRY

- A. The Parties agree to encourage dissemination of accurate information about study at secondary and post-secondary levels in their respective countries and will encourage access to such information through all public channels of communication.
- B. The Parties agree to encourage the recognition of credentials and academic credits from accredited institutions in the other country and to promote examination of issues of degree equivalency.

ARTICLE IX - LAWS AND REGULATIONS

The obligations of the Parties and any activities under this Agreement will be carried out in accordance with the applicable laws and regulations of each country, including those concerning the availability of funds.

ARTICLE X - EXECUTIVE AGENTS

- A. The Executive Agent of this Agreement for the Government of the United States of America will be the United States Department of State. The Executive Agent of this Agreement for the Government of the People's Republic of China will be the Ministry of Education of the People's Republic of China.

B. As agreed upon by the Executive Agents of the Parties, the representatives of relevant agencies or organizations in both countries will exchange visits in order to determine plans and programs of educational exchange and discuss current progress, problems and other matters related to educational exchange projects. These meetings may be held in the United States of America or in the People's Republic of China, as agreed.

ARTICLE XI- ENTRY INTO FORCE

A. This Agreement shall enter into force upon signature for a period of four (4) years. Either Party may notify the other Party of its intent to terminate this Agreement by giving written notice through diplomatic channels six (6) months in advance of the termination.

B. This Agreement may be amended or extended by written agreement between the Parties.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed the present Agreement.

DONE at Beijing, in duplicate, this twenty-fifth day of May, 2010, in the English and Chinese languages, each text being equally authentic.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

FOR THE GOVERNMENT OF THE
PEOPLE'S REPUBLIC OF CHINA:



美利坚合众国政府和中华人民共和国政府

教育交流合作协定

美利坚合众国政府和中华人民共和国政府（以下简称双方）认识到教育对于推动两国的发展和增进两国人民之间的了解所起到的重要作用，基于以往的合作，为进一步促进两国的教育交流与合作，达成协议如下：

第一条 指导原则

（一）本协定的主要目的是为在教育领域提供在平等、对等和互惠的基础上进行合作与交流的机会。鉴于两国的社会和制度不同，双方将根据本国利益以及双方的共同利益提出将要开展的教育交流活动。接待国家将根据本国有关法律和规定来为这些教育交流活动的实施提供支持和协助。

（二）双方将采取措施加强教育交流活动。根据本协定进行的交流活动所获得的学术资料和信息，可以由参与机构和个人按照在本国需遵循的正常手续，通过例行途径，向全世界学术界开放。

（三）每一方的接待机构对对方国家的学生和学者的申请有最终批准权。但是，双方将尽最大努力保证本协定的各项原则得到实施。

（四）双方还同意，本协定的各项原则将作为双方所有官方教育交流与合作的基础。在承认本协定第六条所述非官方交流具有独立性的同时，双方同意本协定的原则还应在可行情况下扩大到两国间的全部教育交流活动。

（五）双方将通过第十条规定的执行机构间至少每年一次

的定期会议，就针对美国学生的中国政府奖学金和富布赖特项目等具体项目达成一致。鉴于公开的、以业绩为基础的竞争是富布赖特项目自创设以来的基本原则之一，双方同意探讨使富布赖特中国项目能更加充分体现这一原则的各种办法。

第二条 人员交流

双方同意，人员交流将包括但不限于以下几类：

（一）研究学者

各方可以选派和资助本国学者去对方国家从事研究，也可以挑选和资助对方国家的学者来本国从事研究。学者们将被安排到教育机构、研究机构或其它与实现其研究目标有关的机构；经接受国政府批准，也可从事独立研究。研究领域包括但不限于人文科学、社会科学、教育、自然科学和技术科学。

（二）研究生

各方可以选派和资助本国高等院校或相应机构中合格的毕业生到对方国家攻读学位或非学位研究生课程和从事研究，也可以挑选和资助对方国家高等院校或相应机构中合格的毕业生到本国攻读学位或非学位研究生课程和从事研究。学习领域包括但不限于人文科学、社会科学、教育、自然科学和技术科学。

（三）教师和讲师

双方同意鼓励和资助本国高等院校的教师、讲师、教授及其他合格人员到对方国家任教或举办系列讲座。教学和讲座的范围包括但不限于人文科学、社会科学、教育、自然科学和技术科学。

（四）校际交流

双方同意鼓励和资助本国教师、管理人员和学生到对方国家开展短期和长期的交流项目。

第三条 语言教学

双方同意鼓励在中国的英语教学和在美国的汉语教学,并在有条件的情况下提供支持。

第四条 代表团和考察组

双方同意在各教育领域互派代表团和考察组,包括参加双方在共同感兴趣的领域内商定共同举办的大会和专题讨论会等会议。

第五条 资料和数据交换

双方同意鼓励两国教育机构、研究机构和个人之间进行学术资料和其它教育资料及数据的交换,并为之提供方便。资料可包括书、期刊、专著和声像资料。

第六条 直接交流与合作

双方同意继续鼓励和促进各自国家教育组织、大学、学院、学校、研究机构以及个人之间直接进行教育交流与合作。双方将依据各自国家的相关法律和规定为这种交流提供方便。

第七条 经费规定

(一) 双方同意,根据本协定第二、四和五条进行活动的必要经费,除下文第二、三款所述情况之外,将根据派出方负担己方参加人员费用的原则执行。

(二) 根据双方和参与机构商定,双方和参与机构将分担富布赖特项目的费用。双方原则同意,鉴于富布赖特项目

是建立在互惠的基本原则之上，富布赖特中国项目将朝着同等出资和对等管理的方向努力。

(三) 关于美国教育部管理的富布赖特—海斯项目中的短期研讨会(互访团组)，双方和参与机构将依照共同商议所定分担费用。对此类交流，将作如下安排：

1. 派出方将负担各团组的往返国际旅费；
2. 接待方将负担该团组在其国内的食宿和交通费用。

(四) 美国教育部管理的其它富布赖特—海斯项目活动将适用本条第一款。

(五) 本协议定第六条所述的直接交流与合作的经费负担办法由参与机构自行决定。

(六) 上述经费规定的任何例外事项将由双方通过书面协议确定。

第八条 为到对方国家的个人学习提供方便

(一) 双方同意鼓励有关在各自国家接受中学和中学后层次教育的准确信息的发布，并鼓励公众通过所有公共信息渠道获取这些信息。

(二) 双方同意鼓励承认对方已获资格认证院校的文凭和学分，并促进对学位对等问题的研究。

第九条 法律和规定

双方根据本协议所承担的义务和进行的任何活动，均应按各自国家适用的法律和规定执行，包括有关经费提供的法律和规定。

第十条 执行机构

(一) 本协定美利坚合众国政府的执行机构为美国国务院。本协定中华人民共和国政府的执行机构为中华人民共和国教育部。

(二) 经双方执行机构同意，两国相关机构或组织的代表将进行互访，以确定教育交流的计划 and 项目，并讨论有关教育交流项目当前的进展情况、存在的问题及其它事宜。根据双方商定，这些会议将可在美利坚合众国或中华人民共和国举行。

第十一条 生效

(一) 本协定自签字之日起生效，有效期为4年。如任何一方欲终止本协定，须在协定终止前6个月通过外交途径以书面形式通知另一方。

(二) 双方可以书面协议形式对本协定作出修订或延期。

双方签字人经各自政府正式授权在此签署本协定。

本协定于一〇一〇年五月二十五日在北京签订，一式两份，每份用英文和中文写成，两种文本同等作准。

美利坚合众国政府

中华人民共和国政府

代表

代表

