

**Cooperation Agreement between University and Cisco**  
**校企合作协议**

This Cooperation Agreement (this "Agreement") is entered into as of the date of last signature below ("Effective Date") between

本合作协议（以下简称“本合作协议”）由以下双方于以下所示最后一个签字日期（“生效日”）订立：

- I. **Zhuhai College of Jilin University**, an educational institution established under the law of the People's Republic of China ("PRC") and having its registered address at Jinwan District, Zhuhai City ("University"); and  
吉林大学珠海学院 是一家依照中华人民共和国法律成立的高等院校，其注册地址位于珠海市金湾区（以下简称“学校”）；和
- II. **Cisco China Company, Limited**, a corporation established under the laws of the PRC, with its registered address at Building No.3, 20 Floor, Wangjiang International Center, Shangcheng District, Hangzhou City, the PRC (including its Affiliates, "Cisco").

思科（中国）有限公司，一家根据中国法律组建的公司，其注册地址位于杭州市上城区望江国际中心3号楼20层，（包括其关联公司，“思科”）。

University and Cisco are referred to collectively as the "Parties" and each respectively as the "Party".  
学校和思科统称为“双方”，单独称为“一方”。

**Whereas,**  
鉴于：

- A. Zhuhai College of Jilin University was established with the approval of the ministry of education on May 18, 2004. It is an independent college jointly built by Jilin University and Zhuhai Huazheng education investment co., LTD in Zhuhai campus of Jilin University.  
吉林大学珠海学院是经教育部 2004 年 5 月 18 日批准成立，现由吉林大学与珠海市华政教育投资有限公司在吉林大学珠海校区合作建设的独立学院。
- B. Cisco is the worldwide leader in designing, manufacturing, and selling Internet Protocol based networking products and services related to the communications and information technology industry.  
思科是设计、制造以及销售基于互联网协议的与通信和信息技术行业有关的网络产品和服务全球领先者。

**NOW, THEREFORE**, on the principles of a mutually beneficial working relationship, friendly negotiation, and joint development, the Parties determine to explore the cooperation and agree as set out below:  
因此，本着互利互惠、友好协商、共同发展的原则，双方决定进行合作并同意达成以下合作事项：

**1. Actions of the Parties 双方的行动**

The Parties' current intentions are to undertake and collaborate in the activities set out in Schedule 2.  
双方当前的意向是合作开展附录 2 所列的活动。

**2. Binding Effect 约束力**

Sections 1 of this Agreement, and the Schedules (other than Schedule 1 which shall be binding on the Parties) to this Agreement, are not intended to, and shall not, create any legally binding effect on either Party.

本合作协议的上述第 1 条及本合作协议的附录（对双方应有约束力的附录 1 除外）不拟亦不应任何一方产生任何法律意义上的约束力。

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Agreement.

本合作协议的双方已使本合作协议得到正式签署。每一方保证并陈述，在下方签字的本方签字人于签字之日已获得签署本合作协议的授权，特此证明。

<b>Zhuhai College of Jilin University</b> 吉林大学珠海学院	<b>Cisco China Company, Limited</b> 思科（中国）有限公司
	
授权代表签字 <del>Authorised Signatory</del>	授权代表签字 <del>Authorised Signatory</del>
姓名（书写） <del>Print Name</del>	姓名（书写） <del>Print Name</del>
职务 Title	GC Finance Director
2020.05.07	24 April 2020 <i>Approved by Legal</i>
日期 Date	日期 Date



**Schedule 1 – Standard Binding Terms**  
**附录 1 – 具有约束力的标准条款**

**1. Confidentiality 保密责任**

- 1.1 The Parties agree that it may obtain certain Confidential Information due to this Agreement and the relationship between the Parties. "Confidential Information" means proprietary and confidential information received by either Party from the other Party in connection with this Agreement and their relationship. Such Confidential Information may include but not limited to trade secrets, know how, inventions, techniques, processes, programs, schematics, software source documents, data, customer lists, financial information, sales and marketing plans or information which the receiving Party knows or has reason to know is confidential, proprietary or trade secret information of the disclosing Party, as well as, in the case of Cisco, any restricted information posted on Cisco.com.

双方同意，由于本合作协议以及彼此之间的关系，其可能会获得保密信息。保密信息指任何一方因本合作协议和彼此之间的关系而获得的对方的专有和保密信息。该等保密信息包括但不限于商业秘密、诀窍、发明、技术、工艺、程序、简图、软件源代码文件、数据、客户名单、财务信息、销售与营销计划，或接受方知道或者理应知道其为披露方的保密信息、专有信息或商业秘密信息的信息，以及（就思科而言）Cisco.com 上登载的任何限制性信息。

- 1.2 The receiving Party shall at all times keep all Confidential Information confidential and may not use it for any purpose other than those expressly authorized by the disclosing Party hereunder. In addition, the receiving Party shall not disclose any Confidential Information to any third party without the written consent of the disclosing Party for a period of three (3) years from disclosure. Notwithstanding the foregoing, Cisco shall have the right to disclose the other Party's Confidential Information to the contractors or employees of any Cisco entity on a need-to-know basis. Upon the expiration or termination of this Agreement at any time, the receiving Party shall immediately return all Confidential Information (including any copy thereof) in its possession or custody or under its control to the disclosing Party. The confidentiality obligation hereunder shall not apply to any information that (a) has entered into the public domain, unless by a breach of this Agreement on the part of the receiving Party; (b) is already legitimately occupied by the receiving Party prior to the disclosure under this Agreement; or (c) is obtained by the receiving Party from a third party entitled to disclose such information without confidentiality obligation hereunder. The receiving Party shall have the right to disclose Confidential Information at an effective order issued by the court or government authority, provided that the receiving Party shall have (i) notified the disclosing Party in writing of such disclosure obligation, and (ii) provided the disclosing Party with an opportunity to object to such disclosure.

接受方始终应对所有该等保密信息保密，并且不得将其用于披露方在本合作协议中明确授权以外的目的，而且，未经披露方书面同意，接受方在信息披露的三年内亦不得将上述任何信息披露给第三方。尽管有上述规定，在某一思科实体的承包商或雇员有接触该等信息的正当业务需要的情况下，思科有权将对方的保密信息披露给该等承包商或雇员。在本合作协议于任何时候终止或期满后，接受方应立即向披露方归还其所占有、保管或控制的所有保密信息（包括其复制件）。保密义务不适用于属于下列任何情形的信息：(a) 已进入公有领域的，但因接受方违反本合作协议而进入公有领域的除外；(b) 在按本合作协议披露之前已由接受方合法占有的；(c) 在按本合作协议作出披露之后接受方在无须保密的条件下从有权向其披露该信息的某一第三方获得的。接受方有权按照法院或政府机构签发的有效命令披露保密信息，但条件是，接受方(i) 已提前将此项披露义务书面通知披露方而且(ii) 提供了对上述披露提出异议的机会。

- 1.3 Without the prior written consent of the other Party, neither Party may disclose, announce, or publish any terms and conditions of this Agreement. Any press release or announcement with respect to this Agreement shall be subject to the prior examination and approval by the Parties in writing.



事先未经另一方书面同意，任何一方均不得披露、公告或公布本合作协议的条款和条件。涉及本合作协议的任何新闻发布或公布须经双方事先审查和书面批准。

## **2. Intellectual Property Rights 知识产权**

- 2.1 Each party shall retain all right, title and interest to its own products or technologies with respect to the collaboration contemplated under this Agreement. Any research and development or collaborative research for the collaboration under this Agreement shall be conducted in accordance to separate Agreement (s) entered into by the parties (or its Affiliate, in the case of Cisco).

本合作协议项下合作事宜相关的合作协议各方的产品或技术由各方所有。任何与本合作协议项下合作事宜相关的研发或协作研究应由双方（或就思科而言，其关联公司）另行签署协议进行。

- 2.2 Except as expressly provided in Schedule 2, no license to any existing or future IPR is either granted or implied under this Agreement. Neither Party shall reverse-engineer, decompile, or disassemble, modify or copy (except for making a single back-up copy) any software disclosed by the other Party under this Agreement and shall not remove, overprint, deface or change any notice of confidentiality, copyright, trademark, logo, legend or other notices of ownership from any IPR of the other Party.

除附录 2 的明文规定外，本合作协议项下既未授予亦未暗示任何现有或未来知识产权的任何许可。任何一方均不得对另一方在本合作协议项下提供的任何软件进行反向工程、反编译、反汇编、修改或复制（单一备份复制的除外），并且不得删除、涂写、涂抹或改变另一方的任何知识产权的任何保密通知、版权、商标、标识、标志或其它所有权说明。

## **3. Amendment 修改**

This Agreement is the complete agreement between the Parties concerning the subject matter of this Agreement and replaces any prior oral or written communications between the Parties. There are no conditions, understandings, Agreement s, representations, or warranties, expressed or implied, which are not specified in this Agreement. This Agreement may not be amended except by an instrument in writing signed by a duly authorised representative of each of the Parties.

本合作协议构成双方之间就本合作协议的主题事项达成的全部协议，并取代双方之间先前的任何口头或书面通讯。不存在未在本合作协议中载明的任何明示或默示的条件、谅解、协议、陈述或保证。除非通过本合作协议每一方正式授权代表签署的书面文档，否则不得对本合作协议进行任何修改。

## **4. Assignment 转让**

One Party may not assign or delegate its rights or obligations under this Agreement without the prior written consent of the other Party, except that Cisco assigns or delegate its rights to its Affiliate(s).

未经一方事先书面同意，另一方不得转让或分派其在本合作协议项下的权利或义务。但思科将其权利转让或分派给思科的关联公司除外。

"Affiliates" means any corporation, firm, partnership, or other entity, whether de jure or de facto, that directly or indirectly owns, is owned by, or is under common ownership with Cisco to the extent of at least 50 percent (50%) of the equity having the power to vote on or direct the affairs of the entity, and any person, firm, partnership, corporation, or other entity actually controlled by, controlling, or under common control with Cisco.

“关联公司”指任何在事实上或法律上直接或者间接拥有思科、由思科拥有或由思科与另一家实体共同拥有至少 50% 具有表决权或指导事务权的股份的公司、商号、合伙或者其他实体，以及任何实际上受控制于或控制思科、或者与思科共同受控制于一家实体的任何个人、商号、合伙、公司或者其他实体。

## **5. Limitation of Liability 责任限制**



Notwithstanding anything else in this Agreement to the contrary and to the greatest extent permissible under applicable laws, all liability of Cisco, its affiliates, officers, directors, employees, agents and suppliers collectively for claims under or in connection with this Agreement or otherwise howsoever arising (including any materials delivered or failed to be delivered in connection with the performance of this Agreement) shall be limited to Ten Thousand Dollars (US\$10,000). This limit of liability is cumulative and not per-incident (i.e., the existence of two or more claims will not enlarge this limit).

即使本合作协议中有任何其它相反规定，对于本合作协议项下或与本合作协议有关或由于任何其它原因（包括因履行本合作协议而提交或未能提交的任何材料）而引起的索赔，思科及其关联公司、管理人员、董事、雇员、代理人 and 供货商全体承担的全部责任，在适用法律允许的最大限度内，应以一万美元（US\$10,000）为限。本项责任限度属于累计性限度，不按每个事件计算（即两项或多项索赔的存在并不加大上述限额）。

#### 6. **Waiver of Consequential and Other Damages** 后果性及其它损害赔偿的放弃

Notwithstanding anything else in this Agreement to the contrary and to the greatest extent permissible under applicable laws, in no event shall Cisco, its affiliates, officers, directors, employees, agents or suppliers be liable for any special, incidental, indirect or consequential damages, or lost revenue, lost profits, or lost or damaged data, whether arising in contract, tort (including negligence), or otherwise, even if Cisco has been informed of the possibility thereof.

即使本合作协议中有任何其它相反规定，在适用法律允许的最大限度内，思科及其关联公司、管理人员、董事、雇员、代理人 and 供货商在任何情况下对因合同、侵权（包括过失）或任何其它原因而引起的任何特殊、附带、间接或后果性损害赔偿或者收入损失、利润损失、数据灭失或毁损，概不承担任何责任，即使思科已被告知发生上述各项的可能性。

#### 7. **Export, Re-Export, Transfer & Use Controls** 出口、再出口、转让和使用管制

The products and technology (whether supplied directly or indirectly) ("Products and Technology") by Cisco under this Agreement are subject to export controls under the laws and regulations of the United States ("U.S."). University shall comply with such laws and regulations governing export, re-export, transfer and use of Cisco Products and Technology and will obtain all required U.S. and local authorizations, permits, or licenses. Cisco and University each agree to provide the other information, support documents, and assistance as may reasonably be required by the other in connection with securing authorizations or licenses. Information regarding compliance with U.S. export, re-export, transfer and use laws may be located at the following URL: [http://www.cisco.com/www/export/compliance\\_provision.html](http://www.cisco.com/www/export/compliance_provision.html). University's obligations under this Section shall survive the expiration or termination of the Agreement.

思科在本合作协议项下直接或间接供应的产品和技术（“产品和技术”）均须接受美利坚合众国（“美国”）法律法规项下的出口管制。学校应遵守适用于思科产品与技术的出口、再出口、转让和使用的法律和法规，并应获得美国和本地的一切必要授权、允许或许可。思科和学校各自同意向另一方提供其为获得授权或许可可能合理需要的信息、凭证和支持。有关遵守美国的出口、再出口、转让和使用法律的信息请登陆以下网站：[http://www.cisco.com/www/export/compliance\\_provision.html](http://www.cisco.com/www/export/compliance_provision.html)。学校在本条规定项下的义务在本合作协议到期或终止继续有效。

#### 8. **Governing Law and Dispute Resolution** 适用法律与争议的解决

1) The Parties agree that this Agreement shall be governed by, and construed and interpreted according to, in every aspect, including regarding its termination and any controversy, dispute, or claim arising out of or in connection with this Agreement ("Dispute"), the laws of the People's Republic of China.

各方同意，本合作协议在各方面应受中华人民共和国法律的管辖并适用其进行解释，包括本合作协议的解除及因本合作协议引起的或者与之有关的任何争议、纠纷或索赔(简称“争议”)。



- 2) Prior to take any administrative or legal action, the Parties shall attempt to resolve any Dispute primarily through friendly and good faith negotiations among the senior management of the Parties within 10 business days (or other timeframe mutually agreed upon) of the initial discussion.  
在采取行政或法律行动之前, 各方应争取通过友好协商解决争议, 各方高层管理人员争取在首次商谈后 10 个工作日内 (或各方商定的其他时限内) 解决争议。

- 3) If the Parties cannot reach an Agreement within the timeframe set out above, a Party shall have the right to refer the Dispute to arbitration, within 10 days from the date of notification ("Notice of Arbitration") to the other Parties that it intends to submit the Dispute to arbitration, then such Dispute shall be finally resolved by arbitration in Beijing at the China International Economic and Trade Arbitration Commission ("CIETAC") under the CIETAC Administered Arbitration Rules in force ("Rules"). The Parties will jointly select an arbitrator with sufficient knowledge and experience of the subject matter. If the Parties cannot reach an Agreement on the arbitrator selection within 20 days of the submission of arbitration notice to CIETAC, the Parties shall submit a written request to the CIETAC which shall make the selection in accordance with the Rules. All negotiations connected with the Dispute, including negotiations with the arbitrator, shall be conducted in confidence and without prejudice to the rights of the Parties in any future legal proceedings. The arbitration proceedings shall be conducted in Chinese. The award made by the arbitration tribunal shall be final and binding on the Parties. Notwithstanding the foregoing, a Party shall (a) at all times have the right to commence proceedings in any court of appropriate jurisdiction for interim injunctive relief to protect its interests in the event of threatened or actual infringement of its IPR or breach of provisions regarding protection and non-disclosure of Confidential Information, (b) have the right to apply to a court of competent jurisdiction for the recognition and enforcement of an arbitral award.

如果各方在上述时限内仍未能就争议解决达成一致, 任何一方均可在向对方发出其有意将争议提交仲裁的书面通知之日起 10 日内, 将该争议交由中国国际经济贸易仲裁委员会 (北京总会) 按照当时其有效的仲裁规则 ("仲裁规则") 进行仲裁。各方将共同推选一位就争议事宜具备相应的专业知识和经验的仲裁员。如果在提交仲裁申请 20 日内, 各方无法就仲裁员选择达成一致, 各方应书面要求中国国际经济贸易仲裁委员会根据上述仲裁规则指定仲裁员。所有与争议有关的讨论、谈判 (包括与仲裁员的沟通) 应予以保密并不应用于今后可能采取的其他司法行动中。仲裁过程中的语言应为中文。仲裁庭的决定为终局裁决, 对各方均有约束力。在各方协商或仲裁过程中, 除有争议的以及正在进行协商或仲裁的事项外, 本合作协议应继续履行。但是, 任何一方 (1) 在知识产权或有关保护保密信息的规定受到威胁或被实际违反的情况下, 在任何时候均可在具有适当管辖权的法院寻求临时保护措施保障其权益, (2) 向有管辖权的法院申请承认和执行仲裁裁决。

## 9. Compliance with Laws 遵守法律

Each Party hereby represents and warrants that it shall not take any action or permit or authorize any action which will render the other Party liable for a violation of any anti-corruption and anti-bribery laws, regulations or international treaties, including the U.S. Foreign Corrupt Practices Act, similar laws and regulations of China. The provision of the funds or free learning resources supporting the project is based on the regulation of Ministry of Education, Cisco does not intent to obtain or sustain undue business advantage as a result of such behaviour. It is likewise not University's intent to offer or provide any business or other competitive advantage to Cisco on account of this provision.

一方所采取的任何行动或者允许或授权他人采取的任何行动均不得使另一方负有违反反腐败及反贿赂法律法规及国际公约的责任, 包括美国《海外反腐败行为法》、相关的中国法律法规。思科向学校提供的项目资金和免费的课程资源是基于教育部的要求, 思科无意于借此获得或者保持业务或者获取任何不正当的竞争优势。同样, 学校无意也不会因此向思科提供业务机会或者其他竞争性优势。



#### **10. Term and Termination 期限与终止**

This Agreement comes into effect on the Effective Date and continues for two (2) years, unless extended by written agreement of both Parties.

本合作协议自生效日开始生效，并在生效日后持续至二（2）年。除非双方以书面协议的方式加以延长。

#### **11. Parties' Relationship 双方的关系**

This Agreement does not create any agency, partnership, joint venture, or franchise relationship. No employee of any Party shall be or become, or shall be deemed to be or become, an employee of the other Party by virtue of the existence or implementation of this Agreement. Each Party hereto is an independent contractor. None of the Parties has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever for or on behalf of the other Party or bind the other Party in any respect whatsoever.

本合作协议并未设立任何代理、合伙、合资或特许关系。一方的任何雇员均不得因本合作协议的存在或实施而成为或将成为或被视为另一方的雇员。本合作协议的每一方都是一个独立缔约方。任何一方都没有任何权利或特权(亦不应该)为另一方或代表另一方承担或设立任何性质的任何义务，或使另一方在任何方面受到任何约束。

#### **12. Costs 费用**

Except as otherwise stipulated in Schedule 2, each Party shall bear its own costs and expenditures arising from or relevant to this Agreement.

除非附录 2 有相反约定，每一方因本合作协议而产生或与本合作协议有关的开支和费用应由每一方自行承担。

#### **13. Non-Exclusive Cooperation 非排他性的合作**

This Agreement constitutes a non-exclusive cooperation between the Parties and each Party may enter into similar agreement and/or engage in similar cooperation with other parties.

本合作协议属于双方之间的一项非排他性的合作，每一方均可与任何其他方订立类似协议和/或进行类似合作。

#### **14. No Sales 无销售**

The Parties do not contemplate this Agreement being used as a basis for executing sales of Products or Services. All rights and obligations in connection with sales of Products and Services shall be as provided in the Agreement or Agreements entered into or to be entered into between the respective buyers and sellers. Accordingly, Cisco makes no representations or warranties (whether express, implied, or statutory) as to the availability of any Products or Services; and, in respect of any Products or Services, any warranty, condition, or term in connection therewith.

双方并未预期将本合作协议用作产品或服务销售的一项依据。与产品和服务销售有关的一切权利、义务均应在相应买方与卖方之间订立或将要订立的协议中加以规定。因此，对于任何产品或服务的可获得性，思科不做任何明示、暗示或法定的陈述或保证；并且对于任何产品或服务，思科亦不提出与之有关的任何保修、条件或条款。

#### **15. Language 语言**

The Parties agree that this Agreement is in both English and Chinese and both language versions shall be equally authentic. The Parties acknowledge that they have examined both language versions and that the two language versions are substantially the same. However, in respect of any provision herein, if a discrepancy arises between the English version and the Chinese version, then the English version

thereof shall prevail. The subtitles used in this Agreement are for reference only and shall not be used in the interpretation of this Agreement.

双方同意本合作协议的正式文本以中英文形式书写。两种文本同等有效。每方承认，其已审阅两种文本，两种文本在一切实质方面都是相同的。但是，就本合作协议的任何条款而言，中文本和英文本有任何出入的，应以英文本为准。本合作协议的标题仅为便利而设，不得用于本合作协议的解释。



## **Schedule 2 – Non-Binding Terms**

### **附录 2 – 不具有约束力的条款**

#### **一、项目背景 Project Background**

In order to align with the National Education Conference spirit, to execute and meet all the requirements of “Implementation Opinions of the General Office of the State Council on Deepening the Reform of Innovation and Entrepreneurship Education in Colleges and Universities” (Office of the State Council [2015] No. 36) and the “Opinions of the General Office of the State Council on Deepening the Integration of Production and Education” (Office of the State Council [2017] No. 95), in-depth Integrating enterprise and universities, collaborating industry and education on talent development. Through the application from enterprise, approved by Ministry of Education Collaborative Talent Development Project Expert Group, 2019 Second Round Collaborative Talent Development project was established, including Cisco sponsored 5 projects on IT Foundational Curriculum Reform, 15 projects on Cisco New Network Faculty Training, and 3 projects on New Practical Network Instructor Training (more details can be found at [http://www.moe.gov.cn/s78/A08/A08\\_gggs/s8468/201911/t20191127\\_409903.html](http://www.moe.gov.cn/s78/A08/A08_gggs/s8468/201911/t20191127_409903.html) and Ministry of Education Collaborative Talent Development Platform: <http://cxhz.hep.com.cn/>). As of now, The University has completed the application and submitted 【The System Construction of Computer Basic Course Based on the Platform Resources of Network Institute of Cisco under the Background of New Engineering Disciplines】 project proposal (below as “Project”) (details can be found in Attachment 1); This project application has passed the evaluation by Cisco and was published on the Ministry of Education Collaborative Talent Development Platform.

为深入贯彻全国教育大会精神，认真落实《国务院办公厅关于深化高等学校创新创业教育改革的实施意见》（国办发〔2015〕36号）和《国务院办公厅关于深化产教融合的若干意见》（国办发〔2017〕95号）要求，深化产教融合、产学合作、协同育人，经企业申报，教育部产学合作协同育人项目专家组审议通过，形成了 2019 年第二批产学合作协同育人项目，其中思科公司支持的 5 项大学计算机基础课教学内容和课程体系改革项目、15 项思科新网络工程师资培训项目和 3 项新应用型网络工程师资培训项目入选（教育部公布详情请见 [http://www.moe.gov.cn/s78/A08/A08\\_gggs/s8468/201911/t20191127\\_409903.html](http://www.moe.gov.cn/s78/A08/A08_gggs/s8468/201911/t20191127_409903.html) 及教育部产学合作协同育人项目平台：<http://cxhz.hep.com.cn/>）。目前，学校已完成项目申报并提交【新工科建设背景下融合思科网院平台资源的计算机基础课程体系建设】项目申报书（以下简称“项目”）（详见附件一）；该项目申报已通过思科评审并通过教育部产学合作协同育人项目平台统一发布。

#### **二、双方的权利和义务 Roles and Responsibilities of Both Parties**

##### **（一）思科的权利和义务 Cisco Roles and Responsibilities**

1. Cisco can authorise a third-party company to convey and coordinate communications between Cisco and University, and to assist Cisco in managing and evaluating the execution of the Project by the University, Cisco can also replace this third-party company at any time in writing.

思科可以授权第三方公司传达、协调思科与大学之间的沟通，并协助思科管理、审核学校对该项目的执行情况，思科可以随时通过书面的形式指定或者替换为其他公司。



2. According to the *Letter from Ministry of Education on Soliciting Collaborative Talent Development Projects in 2019*, as to the **【IT Foundational Curriculum Reform】** project, the participating enterprise shall provide a specific fund (excluding the sponsorship of software and hardware) of no less than [30,000] RMB. Therefore, Cisco will pay the University the supporting fund at [30,000] RMB via its authorized third party. Depending on the progress of the Project, Cisco may pay the Project supporting funds in phases at the beginning and at the middle of the project. Meanwhile, Cisco's relevant entity will provide, without any charge, relevant curriculum resources, lab resources, virtual simulation lab platform and teaching cloud platform( below as "Learning Resources") to the University for curriculum development, talent development and teacher resource improvement.

根据《教育部高等教育司关于征集 2019 年产学研合作协同育人项目的函》，针对**【大学计算机基础课教学内容和课程体系改革】**项目，企业提供的专项资金（不包含软硬件投入）应不少于人民币**【叁】**万元。据此，思科将通过其授权的第三方机构向学校投入项目支持资金人民币**【叁】**万元整。思科将视学校项目开展的具体情况于项目立项、项目中期分阶段支付项目支持资金。同时，思科的相关实体将向学校无偿提供相关的课程资源、实验资源、虚拟仿真实验平台和教学云平台（以下简称“学习资源”）用于学校相关学科的专业建设、人才培养及师资能力提升。

3. Cisco's provision of the above course resources is not a "sale" of the product. The parties specifically disclaim the application of the UN Convention on Contracts for the International Sale of Goods to the interpretation or enforcement of this Agreement. Cisco represents and warrants that it has full and reserve the title to, or the right to convey title to the above resources, free from any restrictions of liens or security interests and the like.

思科提供以上学习资源不是对产品的“销售”。双方明确表示不使用联合国国际货物销售合同公约来解释或执行本协议。思科声明对所馈赠产品拥有完全所有权，有权将所有权转移，不受任何抵押权或担保利益的限制。

## **(二) 学校的权利和义务 University Roles and Responsibilities**

1. From the Effective Date of this agreement, the University shall appoint a faculty member to be responsible for the coordination of the Project.

自本协议生效日起，学校应委派一名教职人员专门负责本项目的协调工作。

2. The University shall complete the project on time and with quality as required in accordance with the expected results of the project as committed in the Proposal. After the school project application proposal was submitted by the University and was approved by Cisco, it is considered as part of the contract.

学校应按照《申报书》中所承诺的项目预期成果，按时且保证质量地完成项目。学校项目申请方案一经学校提交，思科审批通过，即被视为该合同的一部分。

3. The University shall provide a compliant invoice or receipt to a third party authorized by Cisco.

学校应提供合规的发票或者收据给思科授权的第三方机构。

4. As requested by Cisco, the University shall provide Cisco with an annual execution report and a specific record for the application of the funds, and shall ensure the completeness and accuracy of the financial records for the use of funds.



学校应根据思科提出的要求向思科提供年度执行报告以及资金具体的使用情况记录，并确保关于资金使用财务记录的完整和准确性。

5. The University may only use the Learning Resources provided by Cisco for this Project and will not use it for resale, remarketing or distribution, rental or other purposes that are contrary to this project.

学校只能将思科提供的学习资源用于本项目，不将其用于转售、再次营销或分销、出租或其它与本项目相违背的用途。

6. If the school has materially breached the above Articles 2, 3, and 4 or violates the non-profit principle, Cisco reserves the right to terminate this agreement. The termination of the agreement will result in the termination of Cisco's obligation to provide Learning Resources to the school at that time.

如果学校对以上第二条、第三条、第四条发生了实质性违约或违反了非赢利原则，思科有权终止本协议，协议终止将导致当时思科向学校提供学习资源的义务终止。

Above intentions and actions are current plans of the Parties and are subject to change and adjustment.

上述意向和行动只是双方目前的计划，可以变更和调整。

附件一：【新工科建设背景下融合思科网院平台资源的计算机基础课程体系建设】项目申报书

附件二：2019年思科公司-教育部产学研合作协同育人项目申报指南