

1. 与世界经济合作与发展组织（OECD）《高等教育创造力和批判性思维培养与评估》项目合作协议

AGREEMENT BETWEEN Northeast Normal University AND

THE ORGANISATION FOR ECONOMIC CO-OPERATION AND DEVELOPMENT (THE "OECD")

Northeast Normal University and the OECD (hereinafter individually referred to as a "Party" and collectively referred to as the "Parties") have agreed as follows:

1. OBJECT

Northeast Normal University has agreed to finance the work which the OECD will carry out, as part of its Programme of Work and Budget for 2019-2020 on "Innovation in education – assessing creativity and critical thinking in education".

2. CONTRIBUTION

Northeast Normal University hereby commits to provide the OECD with a contribution in the amount of € 60 000 (sixty thousand EURO).

The contribution will be paid through bank transfer according to the following schedule: EUR 30 000 upon signature of the agreement and receipt of the corresponding invoice from the OECD and EUR 30 000 on 31 January 2021 upon receipt of the corresponding invoice from the OECD.

The payment will be wired after reception of an OECD invoice on the following account:

Bank:	JP Morgan, AG, Frankfurt, Germany
Beneficiary:	OECD
Account:	6161603441
BLZ:	50110890
SWIFT/BIC:	CHASDEFX
IBAN:	DE95501108006161605341
Address:	Tamara Törn Tautastor 1 60310 Frankfurt am Main, Germany

The OECD shall administer the contribution in accordance with its Financial Regulations and other relevant OECD rules, policies and procedures, which currently provide for an administrative cost recovery charge applied on the total contribution amount.

The expenditure will be recorded in the accounts of the OECD, which follow generally accepted accounting principles and which are subject to audit in accordance with the OECD's standard audit rules.

To limit administration costs, should upon completion of the work an amount of EUR 2,000 or less remain unspent, the OECD shall not be required to return these funds to Northeast Normal University.

3. INTELLECTUAL PROPERTY

The main objective of the project is to develop an internationally-accepted professional representation of what creativity and critical thinking skills mean in higher education, and what kind of pedagogies are used to intentionally develop them. As part of the project:

10. TERMINATION

In the event of material breach of the Agreement by the OECD which has not been remedied within a period agreed with Northeast Normal University, including if it is documented that all or part of the contribution has not been used in accordance with the Agreement and/or that the OECD has knowingly engaged in conduct prohibited under article 7 a), b) or c) above, Northeast Normal University may, following consultation with the OECD, terminate the Agreement, and claim repayment of the funds used in a manner inconsistent with the provisions of this Agreement.

Northeast Normal University will nevertheless cover any expenses incurred or irrevocably committed in good faith by OECD for the project up to the effective date of termination, as well as any expenses incurred or committed thereafter by the OECD as a result of having to terminate its commitments, not exceeding the total amount of the contribution indicated in article 2 above.

11. DISPUTE RESOLUTION

Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the PCA Arbitration Rules 2012. The number of arbitrators shall be one. The language to be used in the arbitral proceedings shall be English. The place of arbitration shall be Paris (France). The Parties expressly renounce their right to seek the annulment or setting-aside of any award rendered by the arbitral tribunal.

12. PRIVILEGES AND IMMUNITIES

Nothing in this Agreement shall be construed as a waiver of the privileges and immunities that the OECD enjoys as an international organisation.

13. SIGNATURE

This Agreement is made in three originals in the English language and duly signed by the authorised representatives of Northeast Normal University and the OECD.

Signed by:

For Northeast Normal University:



Min Wei
Professor & Director

Academic Affairs Office, NENU

Date: 2020.8.30



For the Organisation for Economic Co-operation and Development:



Andreas Schleicher
Director for Education and Skills

Directorate for Education and Skills

Date: 18 SEPTEMBER 2020



Rosarii Coleman

Head of VC Management Division
Programme, Budget and Financial Management
Service

Executive Directorate

Date: 16/11/2020