



TEXAS SOUTHERN UNIVERSITY
3100 CLEBURNE AVENUE • HOUSTON, TEXAS 77004

OFFICE OF GENERAL COUNSEL
310 Hannah Hall
Phone (713)313-7950/Fax (713)313-1906

Tammye Curtis-Jones
Associate General Counsel
curtisjonest@tsu.edu

Dr. John M. Rudley
President
Texas Southern University
CAMPUS

RE: Agreement Regarding the Exchange of Students and Faculty, and Collaborative Research between Beijing Jiaotong University and Texas Southern University (TSU No. K-10-332 and K-11-009)

Dr. Rudley:

I have reviewed the above-referenced agreement and find it acceptable for final execution. Under the University's Contract Administration Policy, you have authority to sign this agreement. An original is enclosed for authorized signature. Please sign where indicated.

This agreement is approved as to legal form and substance. This approval by the General Counsel's Office is by no means a substitute for other required administrative review processes as may be set out in University rules, policies and regulations. As with every other agreement/contract, it is necessary that all applicable departments and administrative authorities review and approve the provisions of the contract that are within their assigned responsibility. Consistent with the University's Contract Administration Policy (MAPP 08.04.01), the contract originator should return a fully executed copy of this contract to the Office of General Counsel within ten (10) days.

If you have any questions, please feel free to contact me.

Sincerely,



Tammye Curtis-Jones
Associate General Counsel

Enclosure



RECEIVED
 Provost Business Services
 MB 3/14/12
 Name _____ Date _____

TEXAS SOUTHERN UNIVERSITY

TEXAS SOUTHERN UNIVERSITY
 COMPLIANCE COVERSHEET FOR NEW CONTRACTS / AGREEMENTS
 Contract Number _____ (Assigned By OGC)

CONTRACT ORIGINATOR & TITLE: Lei Yu, Dean

Initiating Department: Science and Technology **E-Mail:** yu_lx@tsu.edu **Extension:** 7007

REQUIRED: Attach all applicable justification/forms:

RFP/RFO; Texas Marketplace Selection Committee & Award Notification
 Sole-Source Justification Emergency Justification (See Procurement Dept.)
 Best Value **Other:** Agreement with Beijing Jiaotong University

CONTRACT TYPE/ACTION:

New Agreement Renewal Modification/Amendment Extension

Brief description of goods/services vendor shall provide or perform: Agreement Regarding the Exchange of Students and Faculty, and Collaborative Research between Texas Southern University and Beijing Jiaotong University.

CONTRACTOR/VENDOR: Beijing Jiaotong University **TIN/EIN:** _____

Contact Name: Yugong Xu **Title:** Director of Division of International Exchange

Address: Beijing Jiaotong University, Haidian District, Beijing, P.R. China 100044

City: Beijing **State:** China **Zip code:** _____

Telephone: 86-10-51688311 **Fax:** 86-10-62255671 **E-mail:** ygxu@bjtu.edu.cn

CONTRACT AMOUNT: \$ 0 **Commissions/Guarantee:** YES NO N/A

Contract Effective Date: Whenever it is signed **Termination Date:** 5 years

Does the contract require reporting to the Legislative Budget Board and/or other State Agencies? (Example: Professional Services and Construction Contracts in excess of \$14,000.00) YES NO

If the contract involves software or a license in any information technology system, have you obtained approval from the Office of Information Technology? Please attach authorization form. YES NO N/A

Funding Source: Grant Local State **Other:** No funding needed

Fund: _____ **Organization:** _____ **Acct.:** _____ **Program:** _____

ACKNOWLEDGEMENT: I have primary responsibility for the contract, from inception to completion of the transaction. I have read, fully understand, and agree with the business aspects of the attached contract. I am submitting the contract to General Counsel for legal review.

Yuhui 3/14/2012 Standard Agreement for contracts less than \$5000 is attached and I certify I have not made any changes to that form.

Contract Originator _____ **Date** _____

Official w/Delegated Authority _____ **Date** _____

Bid Response Attached Bid Not Required
 Minority Owned Business HUB

Procurement Services _____ **Date** _____

Due Diligence Completed Due Diligence Not Required



TEXAS SOUTHERN UNIVERSITY

TEXAS SOUTHERN UNIVERSITY
COMPLIANCE COVERSHEET FOR NEW CONTRACTS / AGREEMENTS
Contract Number _____ (Assigned By OGC)

DO NOT WRITE BELOW THIS LINE FOR FISCAL (CFO) USE ONLY

Are adequate funds available for this Contract / Agreement?

YES NO N/A

Does Research Financial Services have to confirm funds availability?

YES NO N/A

Name: _____ Title: _____ Date: _____

AGREEMENT

REGARDING THE EXCHANGE OF STUDENTS AND FACULTY, AND COLLABORATIVE RESEARCH

between

TEXAS SOUTHERN UNIVERSITY
AND
BEIJING JIAOTONG UNIVERSITY

ARTICLE -I-PARTIES

This agreement represents a formal agreement between Texas Southern University at Houston, Texas, United States of America (TSU), and Beijing Jiaotong University, Beijing, P.R. China (BJTU). TSU and BJTU signed a similar agreement on June 28, 2005, which was valid for three years. "The parties enter this agreement voluntarily, and there is no financial obligation upon either party." This document represents the full understanding between the parties.

ARTICLE - II-OBJECTIVES

The primary objectives of this agreement between TSU and BJTU are to provide:

1. opportunities for students from the United States of America and China to study abroad;
2. opportunities for students at BJTU to pursue their studies, internships, or summer programs at TSU;
3. opportunities for students at TSU to pursue their studies, internships, or summer programs at BJTU;
4. faculty members of BJTU with an opportunity to teach and engage in research at TSU;
5. faculty members of TSU with an opportunity to teach and engage in research at BJTU; and
6. opportunities for TSU and BJTU to pursue collaborative research projects that are mutually beneficial.

ARTICLE – III-PROGRAMS

A. Exchange of Students

1. TSU and BJTU will exchange students at undergraduate and graduate levels for either academic study, internship purposes, or summer programs. Students who wish to participate in the exchange programs will apply for admission at their own institutions. Their applications for acceptance into the programs will be reviewed and evaluated at their institutions. Special attention should be given to sufficient language competency. A completed application and current academic transcripts will be sent to the host institution for each approved student.
2. Students may apply for a full academic year, for a semester term, or for a summer term. Each year the two institutions shall agree on the number of students participating in the exchange programs.
3. Students participating in the exchange programs will pay registration and tuition fees at their home institution only. They will not be liable for such payments to the host institution.
4. Students will be enrolled as fully registered students in the host institution and will be eligible to participate in academic and non-academic activities available to regular students.
5. The host institution determines which courses in different programs of study are academically worthwhile for each visiting student. (For this purpose, both institutions will provide individual counseling for exchange students in their area of study.)
6. The acceptance of course work (lectures, seminars, etc.) taken at the host institution and the measure of achievement attained there (at the host institution) must be commensurate with the prevailing testing and learning evaluation standards of the home institution. The exchange staff/students will receive upon request, or because of need, a performance evaluation of their achievement from the respective instructors at the host institution.
7. Students must provide for their own meals, accommodation, transportation, passport and visa, health insurance, and must have funds for incidentals and miscellaneous items.
8. The participating institutions will provide letters, immigrating documents, and assistance to students in obtaining their study visas.
9. The institutions agree to assist each student in locating a room in a student residence, hall or other suitable accommodation (e.g. private accommodation, host family). The cost of room and meals will be borne by the student.
10. Participants must have in effect an adequate health insurance policy for the period of study abroad, covering also any costs related to medical attendance or periods in hospitals.
11. The host institution will forward an official record of the student's academic work to his/her institution. Each institution will be informed immediately of a student's academic deficiency or other related problems. Students from TSU will be eligible to obtain credentials at BJTU; students from BJTU will likewise be eligible to obtain an award or credits toward an award in such cases as the University's regulations allow.

B. Exchange of Teaching Faculty

1. The exchange of teaching staff requires the approval of both institutions. An exchange may proceed between a BJTU faculty and a TSU faculty in the same or

closely related fields of study. It is assumed that exchange faculty members will receive their salaries from their home institution for the duration of the exchange.

2. The administrations at both BJTU and TSU must in each case approve an exchange of faculty in their area or specialty.
3. Certain flexibility seems advisable and desirable in determining teaching responsibilities (both with regard to the teaching discipline area and to department and curricular assignments) and other duties at the host institution.
4. To minimize costs, exchange partners may exchange living accommodations. However, in each case the concerned parties must approve such agreements.
5. It is expected that faculty members participating in the exchange programs will concern themselves with the welfare of the exchange students from their respective home institutions and that they will promote the relationship between both institutions by paving the way for continued contacts between colleagues interested in future exchanges.
6. Exchange faculty members must provide for their own meals, accommodation, transportation, passport and visa, health insurance, and must have funds for incidentals and miscellaneous items.

C. Collaboration in Research

1. Both TSU and BJTU will make effort to prepare joint research proposals and pursue collaborative research that impacts the constituents of both institutions.
2. TSU will encourage its faculty to participate in the research programs with the faculty at BJTU.
3. BJTU will encourage its faculty to participate in the research programs with the faculty at TSU.

D. Priorities of Disciplines

Priorities of disciplines for collaboration between TSU and BJTU are identified as English and Chinese languages, transportation planning and management, chemistry, mathematics, business, and law. Other disciplines may be identified as part of priorities when both institutions agree.

E. Execution of Programs

This agreement will take effect when the executive officials of the participating institutions have signed it. Modifications to this agreement can only be undertaken in written form and after a reciprocal agreement.

ARTICLE IV - ADMINISTRATION

The President of each institution or their designees will administer the execution of this agreement. TSU and BJTU agree to appoint Dr. Lei Yu as the liaison to coordinate all the activities associated with this agreement. The responsibilities of the administration include:

- A. Development and presentation of the objectives of the agreement.
- B. Development of a program plan including resource requirements.
- C. Providing general program administration, as necessary to meet the goals and objectives of this agreement.

ARTICLE – V - FUNDING

Nothing in the agreement shall be construed to require or imply the commitment of funds or appropriations to either institution. Nor shall anything be construed as requiring TSU or NJTU to expand on behalf of the purpose, goals, objectives and the responsibilities set forth in the agreement except as specifically stated in the agreement or agreed to in writing by the signatories or the organizations they represent.

ARTICLE VI – EFFECTIVE DATE, DURATION AND TERMINATION.

This agreement shall become effective upon the last signature hereto and will remain in effect for three (3) years. The agreement will be extended automatically to another three year term if no written notice of termination is received by either institution. “Each party has a right to terminate this agreement at any time upon providing 60 days’ written notice to the other party. But within a 6-month period after that written notice, any then-visiting student or faculty member has a right to remain at the host institution to complete any incomplete project under this agreement’s pre-termination arrangement.

ARTICLE VII – DISMISSAL

The host party must notify the other party and convene a meeting between the parties and any applicable student or faculty participant if the host party determines that it must remove the student or faculty participant from the host party’s premises and the program. The host party further has a right to demand the immediate removal of that student or faculty participant from its premises, upon either party's determination that the student or faculty participant:

- A. has acted contrary to any applicable professional or ethical standards; or
- B. poses a threat to:
 - 1.The health, safety or welfare of any host party student or personnel; or
 - 2.The host party’s orderly business function.

ARTICLE VIII – CONFIDENTIALITY AND INTELLECTUAL PROPERTY

Each party retains its intellectual property rights with respect to any information that the party uses or discloses under this agreement. Unless this agreement expressly sets forth otherwise, this agreement does not constitute a license or other grant in intellectual property rights of any party, even if either party uses or discloses that intellectual property under the agreement.

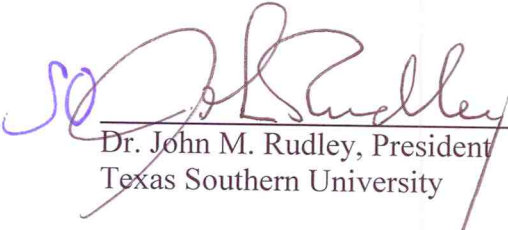
Each party must maintain the confidentiality of the other party’s proprietary information, and limit disclosure within that party to any individual who has a need to know that information. Information transmitted orally or visually is considered to be proprietary information if the transmitting party identifies the proprietary information before

disclosure, reduces that information to written summary form, and marks the information as being confidential or proprietary, and transmits to the recipient within thirty days after that oral or visual transmission. During this thirty-day period, the receiving party must provide that oral or visual information the same protection as applies to proprietary information elsewhere under this Article. This agreement's confidentiality duties do not apply to any information that is: (a) developed by a receiving party independently of the disclosing party as supported by the receiving party's written records; (b) rightfully obtained without restriction by the receiving party from a third party; (c) publicly available other than through the fault or negligence of the receiving party; (d) released without restriction by the disclosing party to anyone including any governmental authority as supported by the receiving party's written records; or (e) known to the receiving party at the time of its disclosure.

ARTICLE IX - AUTHORITY

This agreement is entered into by TSU and BJTU and is limited to the objectives, activities, and provisions specified above. In no event shall this agreement be viewed as a pooling of resources or a sharing of liabilities. This agreement is executed in duplicate originals on the dates shown below.

FOR: TEXAS SOUTHERN UNIVERSITY



Dr. John M. Rudley, President
Texas Southern University

Date 4/4/12

FOR: BEIJING JIAOTONG UNIVERSITY

Dr. Bin Ning, President
Beijing Jiaotong University

Date: