

**AASCU-CCIEE SINO-AMERICAN COOPERATION ON HIGHER EDUCATION AND
PROFESSIONAL DEVELOPMENT (CHEPD)
UNDERGRADUATE TRANSFER PROGRAM AGREEMENT**

**by and between
CHONGQING UNIVERSITY
and
UNIVERSITY OF NORTH TEXAS**

University of North Texas (hereafter “UNT”), a higher education institution located in Denton, Texas, U.S.A. and a member of the American Association of State Colleges and Universities (hereafter “AASCU”), and Chongqing University (hereafter “CQU”), a higher education institution located in Chongqing, P.R. China and a Ministry of Education-accredited institution approved to participate in this collaboration by the China Center for International Educational Exchange (hereafter “CCIEE”), enter into this Agreement (hereafter “Agreement”) to implement the AASCU- and CCIEE-initiated Undergraduate Transfer Program (hereafter “the Program”) between the two institutions.

RECITALS

WHEREAS both parties are institutions of higher education dedicated to providing meaningful and diverse educational experiences for their students;

WHEREAS, this Agreement supports the UNT Mission and the CQU Mission; and

WHEREAS the Undergraduate Transfer Program shall strengthen the educational experiences of the participating students and aid in the development of their academic skills;

THEREFORE, UNT and CQU (collectively, the “Institutions”) agree to the following:

**ARTICLE 1
UNDERGRADUATE TRANSFER PROGRAM**

The Institutions agree upon the following structure for the Program as a mutual credit-acceptance transfer program:

1.01 Scope of the Undergraduate Transfer Program (“the Program”). UNT and CQU shall work cooperatively to administer an undergraduate transfer program. Courses offered as part of a bachelor’s degree by one Institution shall be eligible for transfer toward a bachelor’s degree at the partner Institution, as outlined in Clause 1.05.

UNT shall separately grant a bachelor’s degree per UNT’s policies and degree requirements to a Program participant (“Student”) who successfully completes UNT’s degree requirements and CQU shall separately grant a bachelor’s degree per CQU policies and degree requirements to a Program participant (“Student”) who successfully completes CQU’s degree requirements, as outlined in Clause 1.06.

1.02 Program Candidate Eligibility. Candidates wishing to participate in the Program must meet the following initial eligibility requirements:

- a) Must be degree-seeking undergraduate students at CQU,
- b) Must demonstrate academic achievement in CQU coursework consistent with UNT transfer admission requirements,
- c) Must demonstrate the parents and/or relatives are the only source of financial support for the student,

CQU shall work with CCIEE to select candidates for the Program. These candidates shall apply to UNT as undergraduate transfer students and may choose to apply to different majors at each Institution at the discretion of each Institution, college, and department. UNT shall admit qualified candidates according to its regular admissions requirements and procedures. A candidate who meets all admission requirements except UNT's English language proficiency requirement shall be conditionally admitted to UNT and shall be fully admitted to UNT upon satisfaction of this requirement in a manner approved by UNT, such as completion of level six (6) of UNT's Intensive English Language Institute ("IELI"). A candidate must meet all admissions requirements for both Institutions and must be independently admitted to both Institutions to become a Program participant ("Student").

1.03 Program Schedule. To complete the Program, a Student will first complete at least one (1) year of undergraduate coursework at CQU. Upon completing at least one (1) year of study at CQU and being admitted to UNT, the Student shall transfer into a UNT undergraduate degree program and complete the remaining undergraduate coursework at UNT for the UNT degree. Upon successful completion of the UNT degree requirements, the Student will receive an undergraduate degree granted solely by UNT. Any student who is conditionally admitted to UNT based on the condition of UNT's English language proficiency requirement, as stated in the Student's UNT admission letter is eligible to begin English language study in IELI. A Student who satisfactorily completes level six (6) of IELI may then begin a UNT undergraduate degree program at UNT.

After the Student has completed the UNT degree requirements and received an undergraduate degree granted solely by UNT, the Student shall return to CQU to complete CQU's degree requirements and upon successful completion of CQU's degree requirements receive an undergraduate degree granted solely by CQU. This return to CQU shall ideally occur during the Student's fourth year of study; however the duration of a Student's study at either Institution may need to be extended to accommodate completion of all degree requirements for both Institutions.

1.04 Program Coordinators. Each Institution shall have a designated Program Coordinator to coordinate the Program, liaise with academic advisors, and assist in advising Students on other Program elements.

1.05 Credit Transfer. All courses transferred between UNT and CQU must be evaluated according to requirements set by each Institution's accrediting agencies. Upon request, each Institution shall provide the other with necessary course information, such as course descriptions and/or syllabi, in an expeditious manner. Each Institution shall notify the Program Coordinator at the other Institution any time

a course description undergoes significant change or a course is discontinued. Each Institution shall review syllabi regularly to determine course equivalencies towards their Institution's degree according to their accreditation standards, in order to advise Students efficiently and to transfer course credit both ways. All review shall be performed by qualified institutional officials. CQU and UNT departmental and/or college policies govern which credits shall ultimately count toward an individual Student's degree program.

1.06 Degrees. UNT and CQU shall separately grant bachelor's degrees to any Student who completes all of the Institution's requirements for the degree program. UNT and CQU shall confer their degrees as separate, independent credentials, and at no time shall both the UNT and CQU seals exist on the same credential. A Student who does not complete all requirements for both degrees shall not be granted a degree from the Institution whose requirements remain unfulfilled; however, the Student shall receive credit from the host institution for any classes successfully completed, independent of degree completion. It should be noted that a Student will not receive their degree until the official transcripts from one university are sent to the other in order to transfer in the final necessary degree requirements.

1.07 Application of Institution Student Policies. Students shall be subject to the policies and procedures that are applicable to all other students at that Institution once admitted to that Institution, including policies related to student conduct and satisfactory academic progress, even while attending courses at the other Institution. Neither CQU, nor UNT, shall be responsible for the conduct of students while attending the other Institution. In line with accreditation standards, any academic or behavioral misconduct involving a Student in the Program that is alleged to have occurred while the Student is engaged in coursework, must be reported immediately to the UNT Program Coordinator for further consideration and action in accordance with UNT policy. To the extent that UNT may need to engage in specific processes in order to review the alleged misconduct, CQU agrees to facilitate such proceedings and to provide information as may be required for the purposes of such activities.

1.08 Resources and Facilities. UNT and CQU shall ensure that adequate resources are available to students attending courses on their campuses to meet the objectives of the Program, including but not limited to: classroom and laboratory space, libraries, and computer facilities. UNT and CQU shall also provide academic advising, orientation, counseling and support for Students while on their campus.

ARTICLE 2 RESPONSIBILITIES OF CQU

2.01 Recruitment. CQU shall recruit and examine Students on its campus according to the Program's annual recruitment plan and in line with UNT admissions requirements. CQU may request promotional materials from UNT to assist with Program recruitment.

2.02 Student Selection. CQU shall work with CCIEE to administer the College English Test, and select candidates to apply to UNT who meet UNT transfer admission requirements.

CQU shall check the candidate's family financial background (such as reviewing a bank statement

showing deposits and withdrawals for at least a six-month period) to prove the parents and/or relatives are the only source of financial support to the candidate.

CQU shall provide UNT with an appropriately verified copy of the Gaozhong Biye Zheng, the document which demonstrates the Chinese equivalent of high school graduation, for each candidate applying to UNT as part of the Program. The candidate shall supply UNT with all documents required to apply for admission.

2.03 Degree Plan and Transcripts. In an effort to ensure that each Student is able to complete both degrees in a timely manner, CQU shall provide UNT with a list of courses required for each Student's CQU degree (the "CQU Degree Plan") and shall provide UNT with syllabi, including lists of textbooks and curricula, for each course on a Student's CQU Degree Plan. CQU shall offer the courses listed on a Student's CQU Degree Plan in a timely manner and shall not make substantial changes to any or all courses on the Student's CQU Degree Plan during the duration of a Student's course of study.

The Program Coordinators at each Institution shall work with the qualified individuals at their Institutions, via the process established in Clause 1.05, to determine course equivalencies between CQU and UNT, that CQU may advise each Student about outstanding course requirements in anticipation of the Student's return to CQU. CQU shall provide UNT with official transcripts of each Student's academic work at the completion of their first year at CQU, so that Students may apply to UNT as undergraduate transfer students.

2.04 Course Offerings. CQU shall provide the necessary courses for the Student to finish his/her first and last years of study in a timely and convenient manner, thereby enabling the Student to complete his/her enrolled degree programs at CQU.

2.05 Tuition and Fees. CQU shall collect and keep fees and related costs from the Student for the Program application and related College English Test. CQU shall collect tuition and fees from the Student when the Student is enrolled in courses at CQU. CQU shall assist a Student who has received a U.S. visa to send tuition and related fees to UNT for the semesters when the Student is enrolled in courses at UNT. UNT tuition and fees shall be collected by UNT, as outlined in Clause 3.09.

2.06 Award of CQU Credentials. CQU shall grant the Student a Chinese Diploma and bachelor's degree upon the Student's satisfactory completion of CQU degree requirements.

2.07 Faculty Visits. Under a separate agreement, CQU may send teaching staff to UNT to observe classes and exchange ideas with UNT faculty. All the expenses for such visits shall be borne by CQU.

2.08 Campus Visits. CQU shall host UNT representatives for business-related visits to the CQU campus. All expenses for such visits shall be borne by UNT.

ARTICLE 3
RESPONSIBILITIES OF UNT

3.01 Program Logistics. Specific program dates, deadlines, costs, and any other matters pertaining to the Program's implementation at UNT shall be provided by UNT to CQU and are subject to change.

3.02 AASCU-CCIEE Conference. A UNT representative shall visit China once a year for the annual AASCU-CCIEE conference with AASCU's representative in order to meet with students applying for the Program.

3.03 UNT Admissions. UNT shall make all decisions regarding admission into UNT degree programs, and shall make an offer of conditional admission only to a Student who meets UNT's admission requirements, including specific degree program requirements. A Student who meets requirements for UNT admission but does not meet admission or progression requirements for the specific degree program to which he/she has applied may not enter or continue in that program, but may be offered admission to a different degree program if the Student meets requirements for the alternate program. A Student shall be eligible for admission into his/her academic program once the Student has completed the conditions of his/her admission, which include but are not limited to an admissible TOEFL or IELTS score, or completion of IELI level six (6). UNT shall, in a timely and convenient manner, make IELI courses through level six (6) available to a Student.

3.04 Language of Instruction. English shall be the language of instruction in all courses offered by UNT, except for foreign language courses.

3.05 Immigration Documents. UNT shall issue the appropriate immigration documents to qualified Students. UNT's representative shall work with an AASCU representative to coordinate and provide the U.S. Embassy in China with all documentation necessary for the Student's visa interview process, and to assist the Student in preparation of his/her documentation for the visa interview process. Although UNT assists in this process, Students who are admitted to the Program shall be individually responsible for securing their student visas and neither UNT nor CQU shall assume or make statements regarding eligibility of admitted students in regard to their visas. Academically eligible students who are unable to travel to the U.S.A. due to immigration issues shall not be eligible to either begin or continue the Program until visa or immigration issues are resolved. UNT shall keep copies of the Student's passport/visa during the Student's study in the United States.

3.06 Degree Plan. Each degree-seeking student at UNT follows an individualized UNT degree plan (the "UNT Degree Plan") designed by and with the student's academic advisor. During design and implementation of the UNT Degree Plan, the Program Coordinators shall work to coordinate the UNT Degree Plan with the CQU Degree Plan. Following approval of a Student's UNT Degree Plan by the academic advisor, UNT shall communicate this UNT Degree Plan to the CQU Program Coordinator. In order to encourage a Student's timely completion of the Program, UNT shall strive to avoid substantially changing a Student's UNT Degree Plan, unless changes are required by UNT's accreditation bodies. All aspects of the

UNT Degree Plan must comply with applicable university, accreditation, and legal requirements in the United States.

3.07 Academic Credit. All grades and credits towards the UNT degree, including grades and credits earned for courses taken at CQU, shall be awarded to Students in the Program in accordance with UNT standards and policies. UNT shall maintain the official record of academic credit for the purposes of awarding its own degree to Students in the Program, and official transcripts shall be created and recorded in accordance with UNT policies and procedures. The Program shall adhere to all UNT degree requirement policies, including but not limited to UNT's accreditation threshold, by which no less than fifty-one percent (51%) of all coursework toward the UNT degree must be taken at UNT.

3.08 Progress and Transcripts. UNT shall only provide information and transcripts to CQU with the Student's proper written approval. UNT shall inform CQU of the Student's adjustment, progress, and grades during the Student's study at UNT and at the completion of the Student's UNT coursework. UNT shall provide CQU with transcripts of the Student's academic work in English.

3.09 Tuition and Fees. UNT shall collect the tuition and related fees from the Student for the period when the Student is enrolled in courses at UNT, plus tuition and fees for any additional UNT coursework needed for the Student to attain the required level of English proficiency through IELI. The Student shall be responsible for all tuition and fees for his/her undergraduate program and IELI courses.

3.10 Student Financial Aid. Where a Student is eligible for and/or receiving Federal Student Aid (FSA) and is registered for and attending classes at CQU, UNT shall remain responsible for the disbursement of FSA and for monitoring student eligibility for FSA. All procedures for calculating FSA awards, for disbursing aid, monitoring satisfactory progress and other student eligibility requirements, keeping records, and returning funds in the event a student withdraws shall be determined in accordance with the policies and procedures of UNT.

UNT is an eligible institution, as defined by 20 U.S.C. § 1094. CQU is an ineligible institution that has not (i) had its eligibility to participate in the Title IV, Higher Education Act ("HEA") programs terminated by the Secretary; (ii) voluntarily withdrawn from participation in the Title IV, HEA programs under a termination, show-cause, suspension, or similar type proceeding initiated by the institution's State licensing agency, accrediting agency, guarantor, or by the Secretary; (iii) had its certification to participate in the Title IV, HEA programs revoked by the Secretary; (iv) had its application for re-certification to participate in the Title IV, HEA programs denied by the Secretary; or (v) had its application for certification to participate in the Title IV, HEA programs denied by the Secretary.

3.11 Room, Board and Incidental Expenses. UNT shall provide transportation from the airport to UNT after the Students' arrival at the start of the Program. Students shall be expected to provide for all other expenses during the term of the Program, including, but not limited to: their own transportation, housing, food and incidentals, and other expenses. While UNT and CQU may assist students in securing housing, transportation and/or food, such expenses are not within the parameters of this Agreement, and UNT will not bear the costs for these expenses.

3.12 Award of UNT Credentials. UNT shall award each Student an undergraduate degree when the UNT degree requirements are satisfactorily completed.

3.13 Faculty Visits. Under a separate agreement, UNT may send teaching staff to CQU to observe classes and exchange ideas with CQU faculty. All the expenses for such visits shall be borne by UNT.

3.14 Campus Visits. UNT shall host CQU representatives for business-related visits to the UNT campus. All expenses for such visits shall be borne by CQU.

ARTICLE 4 ACCREDITATION

4.01 UNT Accreditation. UNT is accredited by the Southern Association of Colleges and Schools Commission on Colleges ("SACSCOC") to award bachelor's, master's, and doctoral degrees. CQU is not accredited by SACSCOC and the accreditation of UNT does not extend to or include CQU or its students. Further, although UNT agrees to accept certain course work from CQU to be applied toward an award from UNT, that course work may not be accepted by other colleges or universities in transfer, even if it appears on a transcript from UNT. The decision to accept course work in transfer from any institution is made by the institution considering the acceptance of credits or course work.

4.02 CQU Accreditation. CQU is accredited by the Chinese Ministry of Education of the People's Republic of China to award bachelor's, master's, and doctoral degrees. UNT is not accredited by Chinese Ministry of Education of the People's Republic of China and the accreditation of CQU does not extend to or include UNT or its students. Further, although CQU agrees to accept certain course work from UNT to be applied toward an award from CQU, that course work may not be accepted by other colleges or universities in transfer, even if it appears on a transcript from CQU. The decision to accept course work in transfer from any institution is made by the institution considering the acceptance of credits or course work.

4.03 Accreditation Compliance. In the event that SACSCOC requests access to documents relating to the Program for the purpose of reviewing accreditation-related issues, the Institutions shall work cooperatively to provide timely access to facilities, materials and personnel to facilitate a response to any SACSCOC accreditation activities. UNT shall remain solely responsible for maintaining standards of its own accreditation.

UNT reserves the right to take any action up to and including termination of this Agreement for cause in accordance with Section 6.03 of this Agreement if the Agreement or the Program places UNT in jeopardy of loss of accreditation or sanctions by SACSCOC.

ARTICLE 5
LIABILITY, TAXES, AND LEGAL COMPLIANCE

5.01 Liability and Insurance. UNT and CQU expressly agree that neither shall be responsible for the actions of the other, or for the consequences of any such actions, and, to the fullest extent permitted by law, the Institutions hereby limit their liability to the other, and to any third-party making a claim against the other, for any injury, harm, loss, or damage of any nature whatsoever asserted in connection with this Agreement or the Program. It is intended that this limitation applies to any and all liabilities or causes of action however alleged or arising, unless otherwise prohibited by law. UNT and CQU further agree that each shall maintain insurance in such amounts as required by the applicable laws and regulations of their home countries. UNT does not provide insurance coverage to Students. It shall be the Student's responsibility to fulfill any CQU insurance requirements at their own expense.

5.02 Taxes. UNT and CQU shall be individually responsible for the tax obligations incurred by the activities contemplated by this Agreement. Specifically, UNT shall comply with U.S. tax laws regarding its participation in this Program. CQU shall comply with P.R. China's tax laws regarding its participation in this Program. UNT shall not assume any responsibility for CQU's compliance with applicable tax laws and CQU shall not assume any responsibility for UNT's compliance with applicable tax laws.

5.03 Confidentiality. UNT shall protect the confidentiality of student records as dictated by the *Family Educational Rights and Privacy Act* (FERPA) and shall release no information except as permitted by law. UNT and CQU acknowledge the need to maintain confidentiality where appropriate with regards to the Program. Additionally, in the course of the collaboration an Institution may acquire information of a confidential or sensitive nature from the other Institution.

5.04 U.S. Foreign Corrupt Practices Act. Each Institution agrees that in connection with this Agreement it shall not offer, promise or give, directly or indirectly, anything of value to any government official, political party, official, political candidate, or employee thereof or to any third party while knowing that such item of value or any portion thereof may be offered, promised, or given to a government official, political party official, political candidate, or employee thereof for the purpose of obtaining or retaining business. Each Institution specifically agrees that in connection with this Agreement, it shall neither take nor omit to take any action, which would cause another Institution to be in violation of the applicable laws of the United States, including the U.S. Foreign Corrupt Practices Act.

5.05 U.S. Anti-Boycott Laws. Each Institution agrees not to take any action that would cause another Institution to be in violation of U.S. anti-boycott laws and regulations or to participate or cooperate, directly or indirectly, in an international boycott in any manner that would result in a tax penalty under U.S. law.

5.06 U.S. Trade and Export Regulations. Each Institution agrees not to take any action that would cause the other Institution to be in violation of regulations promulgated by the U.S. Treasury Department, including those administered and enforced by the Office of Foreign Assets Control (OFAC),

such as prohibitions on doing business with Specially Designated Nationals (SDNs). Each Institution agrees not to take any action that would cause the other Institution to be in violation of any regulations promulgated by the U.S. Department of Commerce, including its Export Administration Regulations (EARs) or the U.S. Department of State, including its International Traffic in Arms Regulations (ITAR).

5.07 Governing Law and Venue. This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas. The Agreement is made and entered into, and is performable in whole or in part in Denton County, Texas and venue for any suit filed against UNT shall be subject to the mandatory venue statute set forth in § 105.151 of the Texas Education Code.

ARTICLE 6 TERM AND TERMINATION

6.01 Term. This Agreement shall become effective when signed by the representatives of the two Institutions and will remain valid for five (5) years from the signature date unless terminated earlier by at least one Institution. Assuming renewal of the Program, this Agreement may be renewed or amended at any time before its actual expiration date by a written agreement signed by authorized representatives of both Institutions.

6.02 Dispute Resolution. As a general principle, the Institutions shall work cooperatively to resolve any disputes that may arise from this Agreement. In the event the Institutions are unsuccessful in resolving disputes in the ordinary course of business, the dispute may be referred to increasingly higher level officials within each Institution until the Institutions can resolve the conflict. If the Institutions remain unable to resolve any dispute under this Agreement cooperatively, the Institutions shall submit the dispute for conciliation by two senior members from each Institution who shall finally resolve the disputes. Administrative costs of conciliation shall be borne equally by the Institutions.

6.03 Termination. This Agreement may be terminated by the appropriate authority of either Institution given two (2) months prior written notice to the other Institution. In the event this Agreement is terminated, both Institutions agree to continue to provide services so that any Student who has not yet completed his/her program can do so. The overriding aim is to protect the interests of the Student.

6.04 Force Majeure. If the performance of any obligation under this Agreement on the part of either Institution should be prevented or delayed by an event of force majeure, including but not limited to, acts of war; revolution or insurrection; acts of terrorism; civil unrest; fire, flood, earthquake or other natural disaster; blockades or embargoes; strikes or work stoppages (provided they are not caused by acts or omissions of UNT or CQU); or government action (including any law, regulation, decree, or denial of faculty visas or residence permits); and any other event customarily accepted in similar international transactions as an event of force majeure not reasonably within its control, the Institution's duty to perform those obligations affected by the event of force majeure shall be suspended for the period reasonably required or justified by the circumstances. The Institution affected shall take appropriate measures to

minimize or remove the effects of the force majeure and, within the shortest possible time, attempt to resume performance of the obligation affected by the event of force majeure.

6.05 Force Majeure Termination. An event of force majeure may result in termination of this Agreement, upon the request of either Institution, if the force majeure event: (i) threatens the continued operation of the educational Program in accordance with this Agreement; (ii) poses a threat to the health or safety of its faculty, staff, or students; or (iii) continues uninterrupted for a period of ninety (90) days. Prior to any such termination, the Institutions shall discuss the possibility of a reasonable resolution short of termination. In the event that either Institution desires to invoke force majeure termination, that Institution shall, within sixty (60) calendar days after the occurrence of the event of force majeure has become known to the Institution, send written notice of such event to the other Institution along with its desire to terminate this Agreement.

6.06 Loss of AACSC or CCIEE Approval. In the event that one or both Institutions lose either their AACSC or CCIEE approval to participate in the Sino-American Cooperation on Higher Education and Professional Development, this Agreement shall terminate automatically and immediately upon the date such approval is revoked. The affected Institution shall inform the other of its status change within thirty (30) days of approval revocation. In the event this Agreement is terminated under this clause, both Institutions agree to continue to provide services so that any Student who has not yet completed his/her program can do so.

6.07 Amendments. This Agreement may be changed, modified, or amended only with the express written consent of the authorized representatives of both Institutions.

6.08 Supplemental Agreements. The terms and conditions of this Agreement may be supplemented in one or more separate Supplemental Agreements executed by the authorized representatives of both Institutions.

6.09 Severability. In the event one or more of the provisions of this Agreement conflicts with applicable laws of either country or accreditation requirements so that it is invalid or unenforceable, that invalidity or unenforceability shall not affect the other provisions hereof, and the invalid or unenforceable provision shall be modified so as to be valid and enforceable and conform to the greatest extent possible to the original intent of such provision, and this Agreement shall be construed and enforced in all respects as modified.

ARTICLE 7 MISCELLANEOUS

7.01 Use of Names and Logos. Both UNT and CQU are free to make reference to the Program and to use one another's names in conjunction therewith. However, any published use of the other Institution's name, trademark, or logo must be submitted for review and approval prior to publication. Requests for review may include but are not limited to review of printed and electronic media. Review must

be completed within thirty (30) working days of such request. Neither Institution shall use the SACSCOC logo.


7.02 Language. This Agreement is written in both Chinese and English with the same legal force and the agreement shall have four copies with each copy including a Chinese and English version. The Agreement's four copies shall be signed by CQU and UNT, and CQU, UNT, CCIEE, and AASCU will each retain one copy of the Agreement that includes both the Chinese and English versions.

7.03 Entirety. This Agreement sets forth the entire understanding of the Institutions as it relates to the subject matter discussed herein as of the date of its execution. Supplemental agreements shall be developed, as necessary, to further elaborate the Institutions' understanding. All supplemental agreements shall be in compliance with the terms included herein, unless otherwise expressly stated. Supplemental agreements shall not be effective until executed by both Institutions hereto.

IN WITNESS WHEREOF, the Institutions have caused their duly authorized representatives to execute this Agreement to be effective upon last signature by both the Institutions hereto.

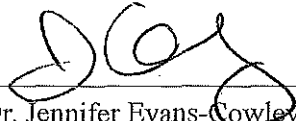
SIGNATURE PAGE TO FOLLOW

CHONGQING UNIVERSITY

Signature: 
Name: Professor Liu Hanlong
Title: Vice President for International Affairs

Date: _____


UNIVERSITY OF NORTH TEXAS

Signature: 
Name: Dr. Jennifer Evans-Cowley
Title: Provost and Vice President for Academic Affairs

Date: 11/21/17

University of North Texas

Acknowledged by:

Signature: 
Name: Dr. Su Gao
Title: Dean, College of Science

美国州立大学与学院协会-中教国际教育交流中心中美高等教育和专业发展 (CHEPD)
重庆大学和北德克萨斯州大学本科生联合培养合作项目合作协议

内容详述

鉴于学校双方均为高等教育机构，专门向学生提供有意义的不同教育经验；

鉴于协议支持北德克萨斯大学和重庆大学的教学使命；

鉴于本科生联合培养合作项目可增加学生的教育经验和帮助开发其学术技能；

所以北德克萨斯州大学 (“UNT”), 一家位于美国德州 Denton 的高等教育机构，同时也是美国州立大学与学院协会 (“AASCU”) 的成员，以及重庆大学 (“CQU”), 一家位于中国重庆的高等教育机构，同时也是中教国际教育交流中心 (下文简称为“CCIEE”) 准予参加本次合作的教育部认可院校签订了本协议 (下文简称为“协议”)，以在两个学校之间实施 AASCU 和 CCIEE 发起的本科生联合培养合作项目 (简称为“项目”)。UNT 和 CQU (共称为“学校”) 达成以下条款：

第 1 条
本科生联合培养合作项目计划

双方同意采用以下项目结构作为一种相互承认学分的联合培养合作项目计划：

- 1.01 项目规模。UNT 和 CQU 应合作执行本科生联合培养合作项目计划。一方学校的学士学位课程应可转至合作学校作为学士学位的课程，如第 1.05 条所示。

根据UNT的政策和学位要求，UNT应单独和独立向完成其学位计划所有规定要求的学生授予学士学位。根据CQU的政策和学位要求，CQU大学应单独和独立向完成其学位计划所有规定要求的学生授予学士学位。UNT 和 CQU 大学应立授予学位证，如第 1.06 条所示。

- 1.02 项目候选人资格。希望参加项目的候选人必须满足以下初步资格要求：

- a) 必须是在 CQU 学校为了获得学士学位学习的在校本科生。
- b) 必须证明其在 CQU 学校的学业成就符合 UNT 转学许可要求。
- c) 必须证明父母或者亲戚是学生的唯一资金来源。

CQU 与中教国际教育交流中心共同对报名学生进行录取工作。这些候选人应以联合培养合作项目学生的身份向 UNT 提出申请，根据各学校、学院和系的决定，他们可以选择申请各个学校的不同专业。除了 UNT 的英语能力要求，对于满足其他所有入学要求的候选人，应给予有条件准许入学。而在以 UNT 批准的方式满足 UNT 英语能力要求之后，比如达到 UNT 的大学英语语言强化中心

(“IELI”) 六级水平；应给予完全录取入学。候选人必须满足双方学校的入学要求，此外还必须单独获得双方学校的准许，成为一名项目参与人员（即“学生”）。

1.03 项目时间表。为了完成计划，学生首先应在 CQU 完成至少一 (1) 年的本科课程。在 CQU 完成至少一 (1) 年的本科学业且被 UNT 录取后，学生应可转至 UNT 本科专业，完成所有剩下的 UNT 本科专业课程，从而获得 UNT 本科学位。完成 UNT 本科学位所有要求，学生可获得 UNT 单独授予的本科学位。如果学生的 UNT 入学通知书规定了英语语言能力要求，并且尚未满足的话，可在 IELI 开始英语语言的学习。成功完成 IELI 六 (6) 级能力要求的学生可以开始 UNT 本科学习。在完成 UNT 本科学位所有要求，并且获得 UNT 单独授予的本科学位后，学生应返回 CQU 大学，完成 CQU 的学位要求，从而获得 CQU 单独授予的本科学位。在理想情况下，学生可以在第四年学业期间返回 CQU 大学；但是学生在任何一方学校学习有可能延长以便于完成两个学校的所有学位要求。学生被 UNT 工程学院录取作好第五年或以后回<<<重庆大学>>>准备。

1.04 项目协调员。各个学校应指定一名项目协调员协调转学计划，联络学业顾问，并在项目其它方面给与学生指导和建议。

1.05 学分转换。UNT 和 CQU 之间的所有互转课程必须根据各学校认证机构设定的要求进行评估。根据要求，各机构应当给合作学校快速地提供必要的课程信息（如课程描述和/或教学大纲）。每个学校应当在课程描述发生重大变化或课程停止时通知合作方学校计划协调人。根据每个学校的认证标准，他们应定期审查教学大纲以确定课程是否与他们学校的学位同等级，以便有效地为学生提供建议和为双方课程进行学分转换。所有的审查应由合格的学校领导执行。CQU 和 UNT 大学的系和/或学院政策决定哪些学分将最终记入各学生的学位计划。

1.06 学位。UNT 和 CQU 大学应分别向完成其学位计划所有规定要求的学生授予学士学位。UNT 和 CQU 大学应单独和独立授予学位证，UNT 和 CQU 大学印章决不能出现在同一张证书中。对于未完成两个学校所有学位要求的学生，学位要求未被履行的学校不得向其授予学位；但是对于已经成功完成的课程，学生应从主修学校获得相应学分，而不管是否完成学位。双方学校必须在收到合作院校官方成绩单、完成学分转换并达到学位要求后方可颁发学位证书。

1.07 学校学生政策应用。一旦获准进入学校，学生即应遵守该学校适用于其他所有学生的政策和程序，包括与学生行为和适当学业进度相关的政策。学生甚至在选修其他学校的课程时也要遵守所有政策和程序。CQU 和 UNT 不负责学生在对方学校学习期间任何行为。根据认证标准，转学计划学生被指在攻读课时产生的任何学术或行为不端现象必须立即报告给 UNT 项目协调员，以便于根据 UNT 政策进行详细考虑和采取行动。在一定程度上，UNT 可能需要进行具体程序以审查这种不端行为，CQU 同意提供方便并提供此种活动可能需要的信息。

1.08 资源和设施。UNT 和 CQU 应确保在学校上学的学生有足够的资源可用，以达到计划目标，包括但不限于教室和实验室空间、图书馆和计算机设施。UNT 和 CQU 还应向在学校读书的学生提供学业建议、学期前培训、咨询服务和支持。

第 2 条 CQU 学校主要责任

2.01 招生。CQU应根据项目的年度招募规划和 UNT 入学要求，在CQU学校内招募和审查符合要求的学生。CQU 可以向 UNT 要宣传资料，以协助项目招生。

2.02 学生遴选。CQU 应和 CCIEE 合作执行大学英语考试，选出满足 UNT 转学要求的候选人，并向 UNT 提出申请。CQU 调查候选人的家庭财政背景（比如审查至少六个月的银行存取款账单），证明父母或亲属是候选人的唯一资金来源。CQU 应为每位申请UNT的项目学生向UNT 提供经核实的 高中毕业文凭。候选人应向 UNT 提供申请入学需要的所有文档。

2.03 学位计划和成绩单。在努力确保各学生可以及时完成双学位时，CQU 应向 UNT 提供各学生的CQU 学位（即“CQU 学位计划”）所需的课程清单，并提供CQU 学位计划要求的各课程的课程提纲，包括教材和课程清单。CQU 应及时提供CQU学位计划列出的课程，但在学生学习过程中不得对CQU 学位计划的任何或所有课程进行实质性变更。

各学校项目协调员应和校内有资格的人员合作，根据第 1.05 条确立的程序确定 CQU 和 UNT 之间课程的对接；在预估学生回CQU时， CQU应给学生应修的高年级课进行指导。 CQU向UNT提供学生第一年官方成绩单， 以便学生向UNT提出本科转学申请。

2.04 课程提供。CQU 应向学生提供必要的课程，以使学生及时和方便地完成第一年和最后一年的学业，从而使学生能够完成在CQU修的学位计划。

2.05 学费和杂费。CQU 应向学生收取并保留学费和相关费用，以完成计划申请和相关大学英语测试。当学生在 CQU 学校就读相应课程时，CQU 即应收取学费和杂费。当学生在 UNT 大学就读相应课程时，CQU 应协助获得美国签证的学生将学费和相关费用汇至 UNT，作为该生在 UNT 学习的学期费用。UNT 学费和杂费应由 UNT 收集，如第 3.09 条所述。

2.06 重庆大学学位证授予。在学生令人满意地完成 CQU 学位要求之后，CQU 应向学生授予中国毕业证和学士学位。

2.07 教员访问。根据单独签订的协议，CQU可以向 UNT 派遣教员视察课程情况，并和 UNT 教员交换意见。所有访问费用应由 CQU 承担。

2.08 校园访问。CQU 应接待 UNT 代表对 CQU 进行业务/校园访问。所有访问费用应由 UNT 承担。

第 3 条 UNT 学校责任

3.01 项目后勤保障。UNT 的项目具体日期、截至期限、费用以及与项目执行有关的其他任何具体后勤事务应由 UNT 大学向 CQU 单独提供，这些日期和费用以具体变更为准。

3.02 AASCU-CCIEE 会议。UNT 代表应每年访问中国一次，和 AASCU 代表召开 AASCU-CCIEE 年度会议，以会见申请此项计划的学生。

3.03 UNT 录取。UNT 大学应全权掌控录取决定，仅向满足 UNT 入学要求的学生提供有条件入学通知书，包括特定的学位计划要求。符合 UNT 大学的入学要求但不符合特定学位计划要求的学生可能无法进入或继续该学位计划，如果该学生符合其它可替换专业学位的要求，则可进入其他学位计划。一旦完成有条件入学所有要求，包括但不限于合格的托福或雅思分数，或完成 IELT 六级强化课程，学生即应可转入本科，攻读其学业学位。UNT 应及时和方便地向学生提供IELT 0到六级的课程。

3.04 教学语言。UNT 所有课程均采用英语教学，外国语课程除外。

3.05 移民局文件。UNT 应向合格学生发出相应移民局要求的文件。UNT 代表应和 AASCU 代表合作，协调并向美国驻华大使馆提供学生办理签证所需的各种文件，并协助学生准备好文件，办理签证。虽然 UNT 在该程序中提供了帮助，但是获准参与计划的学生应独自负责获得学生签证，UNT 或 CQU 均不承担相关责任或对获准参与这个项目的学生获得签证的资格进行声明。对于因移民问题而无法去美国的学业合格学生，则没有资格开始或继续该项目，直到解决签证或移民问题。学生在美学习期间，UNT 应保留学生的护照/签证副本。

3.06 学位计划。每个在 UNT 攻读学位的学生遵照学业导师设计的个性化 UNT 学位计划（即“UNT 学位计划”）。在设计和执行 UNT 学位计划期间，项目协调员应进行合作，协调 UNT 学位计划和 CQU 学位计划。在学生的 UNT 学位计划获得学业导师批准之后，UNT 应将 UNT 学位计划传达给 CQU 项目协调员。为了鼓励学生及时完成学位计划，UNT 应努力避免对学生的 UNT 学位计划进行实质性变更，除非 UNT 的学业认证机构要求进行变更。UNT 学位计划的所有方面必须符合适用的美国大学、认证和法律的要求。

3.07 学分。UNT 学位的所有成绩和学分，包括在 CQU 进修课程获得的成绩和学分，应根据 UNT 标准和政策授予参与项目的学生。UNT 应保持官方学分记录，以将其学位授予参与计划的学生，同时应根据 UNT 政策和程序制作和记录成绩单。该项目计划应遵循包括UNT审核标准内的UNT的学位所有要求政策。学生必须修不少于51%的UNT课程，才能获得UNT的学位。

3.08 进度和成绩单。在获得学生的正式书面批准之后，UNT 只应将信息和成绩单提供给 CQU。UNT 大学应在学生在美学习期间将学生的调整、进度和成绩情况告知 CQU，并在完成 UNT 课程作业时，向 CQU 大学提供学生的英语成绩单。

3.09 学费和杂费。UNT 应向学生收取其在 UNT 攻读相应课程期间的学费和相关费用，以及学生为了获得相应的 IELT 英语能力水平所需的附加 UNT 功课学费和杂费。学生应就其毕业计划和支付所有学费和学杂费。学生还应支付本科专业学习和 IELT 课程的学费和学杂费。

3.10 学生助学金。如果学生有资格获得和/或将要收到联邦助学金 (FSA)，并且已被 CQU 录取和要去 CQU 上课，UNT 仍有责任发放联邦助学金和监测学生获得助学金的资格。如果学生要支取助学金，则应根据 UNT 政策和程序确定计算联邦助学金、发放助学金、监测合理进度和其他学生资格要求、保持记录和返还资金的各种程序。根据 20 U.S.C. § 1094 规定，UNT 是一所符合条件的学校。而 CQU 不具有相应资格，它(i)曾未被教育部长终止参与《高等教育法案 (“HEA”)》第四章项目的资格；(ii) 曾未按照学校的国家发证机构、认证机构、担保人或教育部长发起的终止、陈列、中止或相似类型的法律程序，自愿从 HEA 第四章项目撤出；(iii) 曾未被教育部长取消 HEA 第四章项目的参与认证；(iv)曾未被教育部长拒绝 HEA 第四章项目参与认证的重新申请；或 (v)曾未被教育部长拒绝 HEA 第四章项目的参与认证申请。

3.11 住宿、膳食和杂费。UNT 应去机场迎接初旅学生。学生要在读学位期间自己提供交通、住房、食物和杂项费用。UNT 和 CQU 可能会协助学生获得住房、交通和/或膳食条件，但这些费用不在本协议范围内，UNT 不承担这些费用。

3.12 UNT 的学位证书/文凭授予。当各个学生令人满意地完成 UNT 学位要求之后，UNT 大学应向每位学生授予美国学士学位。

3.13 教员访问。根据单独签订的协议，UNT 大学可向 CQU 派遣教员视察课程情况，并和 CQU 教员交换意见。所有访问费用应由 UNT 承担。

3.14 校园访问。UNT 应接待 CQU 代表对 UNT 进行业务相关的校园访问。所有访问费用应由 CQU 承担。

第 4 条 认证

4.01 UNT 认证。UNT 大学经美国南部大专院校协会委员会 (“SACSCOC”) 认证，可以授予学士、硕士和博士学位。CQU 未经 SACSCOC 认证，所以 UNT 资格认证不适用于也不涵盖 CQU 或其学生。此外，虽然 UNT 大学同意接受 CQU 学校的某个课程，并加在学位计划要求学分内，但是在转入的其他学院或大学这学分可能不会接受，即便是该课程成绩出现在 UNT 发出的成绩单上。考虑是否接受学分或功课是由接受学校决定。

4.02 CQU 认证。CQU 经中华人民共和国教育部认证可授予学士、硕士和博士学位。UNT 未经中华人民共和国教育部认证，所以 CQU 资格认证不适用于也不涵盖 UNT 或其学生。此外，虽然 CQU 大学同意接受 UNT 学校的某个课程以从 CQU 获得相应学位，但是转入的其他学院或大学可能不会接受该课程，即便是该课程出现在 CQU 发出的成绩单上。考虑是否接受学分或功课是由接受学校决定。

4.03 认证遵守。SACSCOC 要求查看计划相关文件以审核认证相关问题，则双方学校应通力合作，及时提供设施、材料和人员便利，以便协助 SACSCOC 认证相关的活动。UNT 应自己负责保持自己的认证标准。如果协议或计划将 UNT 置于丧失认证或遭受 SACSCOC 制裁的危险境地，UNT 保留采取任何行动的权利，包括根据本协议第 6.03 节的原因终止本协议。

第 5 条 责任、税收和遵守法律

5.01 责任和保险。UNT 和 CQU 明确同意，双方均不对另外一方的行为负责，也不对其行动后果负责；在法律允许的最大范围内，两个学校将限制对对方或其声讨的第三方因为本协议或项目产生的任何性质的伤害、损害、损失或损坏的责任。本限制适用于任何和所有声称或引起的责任或诉讼理由，除非法律另有禁止。UNT 和 CQU 还进一步同意，各方应根据所在国的适用法律法规规定和按照需要维持学校所需保险。UNT 不给学生提供保险。学生应自己购买保险。

5.02 税费。UNT 和 CQU 应分别对本协议活动招致的征税义务负责。特别是，UNT 应遵守美国对参与此项计划的征税法律。CQU 应遵守中国对参与此项计划的征税法律。UNT 不负责使 CQU 遵守适用税法，CQU 也不负责使 UNT 遵守适用税法。

5.03 机密性。UNT 应按照《美国家庭教育权利和隐私法》(FERPA) 规定保护学生记录的机密性，不得泄露相关信息，除非法律允许。UNT 和 CQU 确认在适当时候需要保持此项目的机密性。此外在合作的过程中，一所学校可能需要从另外一所学校获得机密或敏感信息。

5.04 美国反海外腐败法。各学校同意，对于本协议相关事务，各学校不得直接或间接向任何政府官员、政党、官员、政治候选人或其雇员或者任何第三方提供、许诺、给予任何有价值物；各个学校同时知晓向政府官员、政党官员、政治候选人或其雇员提供、许诺、给予此种有价值物或部分有价值物是为了获得或保持业务。各个学校明确同意，对于本协议相关事务，各方既不应采取任何可能会导致对方违反美国适用法律的措施，也不逃避采取措施，从而导致对方违反美国适用法律，包括《美国反海外腐败法》。

5.05 美国反经济抵制法。各学校同意不采取任何可能会导致对方违反美国反经济抵制法律和法规的措施，或者因为直接或间接参与或配合他人进行国际经济抵制，可能会遭受美国法律征收税务罚金的任何方式。

5.06 美国贸易和出口法规。各学校同意不采取任何可能会导致对方违反美国财政部规定的措施，包括外国资产控制办公室 (OFAC) 实施和执行的法规，比如禁止和特定国民 (SDN) 做生意。各个学校同意不采取任何可能会导致对方违反美国商务部规定的措施，包括商务部的《出口管理条例》(EAR)；或者违反美国国务院规定的措施，包括《国际武器贸易条例》(ITAR)。

5.07 管辖法律和地点。本协议应在遵循德克萨斯州法律下解释和执行。协议在德克萨斯州丹顿县制定，并可在丹顿县局部或全部地区执行使用。任何反对 UNT 的诉讼地点应遵守德克萨斯教育法规§ 105.151 的规定的地点法规。

第 6 条 更新、终止和修正

6.01 期限。本协议自两个学校的代表签字之时生效，有效期为五年，除非至少有一所学校提前终止协议。如果要更新项目，本协议可以在协议实际到期日之前的任何时间进行更新或修正，方式是两个学校的授权代表签订一份书面协议。

6.02 争议解决。一般地，两个学校应共同努力解决任何可能因本协议产生的争议。如果双方未能成功解决正常业务过程中产生的争议，则可以诉诸各个学校的高级官员寻求解决，直到双方解决矛盾。如果两个学校仍旧未能共同解决本协议项下的任何争议，则应提交争议，然后由各个学校选出两名高级成员进行调解，他们应该可以解决争议。进行调解产生的行政成本应由两个学校平均分摊。

6.03 终止。本协议可以由各个学校指定的权力机构终止，但要提前两 (2) 个月向对方发出书面通知。如果本协议终止，两个学校同意继续提供相应服务，以使尚未完成其学位计划的学生可以完成计划。最重要的目的是保护学生的利益。

6.04 不可抗力。如果由于发生不可抗力事件导致任何学校未能履行或延迟履行其在本协议项下的任何义务，包括但不限于战争行为；革命或叛乱；恐怖主义行为；国内动乱；火灾、洪水、地震或其他自然灾害；封锁或禁运、罢工或停工斗争（如果不是因为 UNT 或 CQU 的作为或不作为所致）；或政府行动（包括任何法律、法规、法令或教员签证或居留证遭拒）；在类似国际事务被公认为不在合理控制范围内的其他任何不可抗力事件，则该学校可暂时停止履行受到不可抗力事件影响的义务，不履行时间以具体情况合理需要或符合常理的时间为准。受影响的学校应在最短时间内采取适当措施，尽量减小或消除不可抗力的影响，然后尝试恢复履行受到不可抗力事件影响的义务。

6.05 不可抗力终止。根据任何学校的要求，可能会因为不可抗力事件终止本协议，前提是不可抗力事件：(i) 威胁双方根据本协议继续执行此项教育计划；(ii) 对教员、职员或学生的健康或安全产生威胁；或者 (iii) 中断时间持续九十 (90) 天。在终止本协议之前，两个学校应讨论解除终止之外寻求合理解决的可能性。如果任何学校要求启动不可抗力终止，则该学校应在获知不可抗力事件发生后六十天 (60) 内，就该事件向另外一所学校发出书面通知以及希望终止本协议的要求。

6.06 丧失 AASCU 或 CCIEE 批准。如果单方或双方学校丧失参与中美高等教育和专业发展合作的 AASCU 或 CCIEE 批准，则本协议应在此类批准撤销之日自动终止。受影响的学校应在批准撤销的三十 (30) 天内将其状态变更告知对方。如果根据该条款终止本协议，两个学校同意继续提供相应服务，以使尚未完成其学位计划的学生可以完成计划。

6.07 修正。只有获得两个学校授权代表的明确书面同意之后，才可以变更、修改或修正本协议。

6.08 补充协议。本协议条款和条件可以在两个学校授权代表执行的一份或多份独立补充协议中进行补充。

6.09 可分割性。如果本协议中的一条或多条规定和任何一个国家的适用法律或认证要求发生冲突，导致本协议无效或无法执行，则这种无效性或不可执行性不得影响协议其他条款，同时要对无效或无法执行的条款进行修改，使其有效和可以执行，并尽最大可能符合该条款的原意，然后按照修改后的条款解释和执行整个协议。

第 7 条
杂项协议

7.01 名称和标识的使用。UNT 和 CQU 可自由借鉴本项目和使用对方的名称。但是打印物使用对方的名称、商标或标识则必须提交至对方机构，以便于在出版之前进行审核和批准。审核请求可能包括但不限于审核打印版和电子版媒介。审核必须由相关学校在发出请求的三十 (30) 个工作日内完成。双方学校均不得使用 SACSCOC 标识。

7.02 语言。本协议有中英两种版本，一式四份，具有相同法律效力。英文和中文文件应由 CQU、UNT 联合签名。CCIEE, AASCU, CQU 和 UNT 各保留中英文协议一份。

7.03 整体性。本协议阐述了两个学校对协议的完整理解，其中主要涉及此处论述的话题，自其执行之日生效。此外还应根据需要制定补充协议，以详细说明两个学校的认识。除非另有明确规定，所有补充协议应符合本文包含的条款。补充协议自两个学校执行之日生效。

两个学校已经使各自正式授权的代表执行本协议，自双方最后签字之日生效，特此为证。

CHONGQING UNIVERSITY
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