# AASCU-CCIEE SINO-AMERICAN COOPERATION ON HIGHER EDUCATION AND PROFESSIONAL DEVELOPMENT (CHEPD)

#### UNDERGRADUATE TRANSFER PROGRAM AGREEMENT

#### by and between

#### UNIVERSITY OF NORTH TEXAS

and

#### LANZHOU UNIVERSITY OF FINANCE AND ECONOMICS

University of North Texas ("UNT"), a higher education institution located in Denton, Texas, U.S.A. and Lanzhou University of Finance and Economics ("LUFE"), a higher education institution located in Lanzhou, Gansu, People's Republic of China and a Ministry of Education-accredited institution approved to participate in this collaboration by the China Center for International Educational Exchange ("CCIEE"), enter into this Agreement ("Agreement") to implement the American Association of State Colleges and Universities ("AASCU") and CCIEE initiated Undergraduate Transfer Program between the two institutions. UNT and LUFE are each hereinafter also referred to as "Institution" and collectively as "Institutions".

#### **RECITALS**

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

WHEREAS, this Agreement supports the UNT Mission and the LUFE 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 LUFE agree to the following:

# ARTICLE 1 DEFINITIONS

- 1.01 <u>Undergraduate Transfer Program</u>. UNT and LUFE shall seek to administer an undergraduate transfer program. Courses offered as part of a bachelor's degree by one Institution may be eligible for transfer toward a bachelor's degree at the other Institution, as described in Clause 2.06 ("Program").
- 1.02 <u>Students</u>. Undergraduate students enrolled at LUFE who apply as undergraduate transfer students to UNT and who are admitted to UNT as undergraduate transfer students, as described in this

Agreement. Students must seek admission to UNT as described in this Agreement as well as be admitted to UNT to be eligible to participate in the Program ("Students").

# ARTICLE 2 UNDERGRADUATE TRANSFER PROGRAM

- 2.01 Scope of the Program. UNT and LUFE shall administer the Program. UNT shall separately grant a bachelor's degree per UNT's policies and degree requirements to Students who successfully complete UNT's degree requirements, as described in Clause 2.07. LUFE shall separately grant a bachelor's degree per LUFE policies and degree requirements to Students who successfully complete LUFE's degree requirements, as described in Clause 2.07.
- 2.02 <u>Program Coordinators</u>. In order to carry out and fulfill the aims of this Agreement, each Institution will appoint the appropriate person at each of their campuses to serve as the Program Coordinator. The Program Coordinators will coordinate the Program, coordinate the activities under the terms of this Agreement, liaise with academic advisors, and assist in advising Students about the Program.

UNT Program Coordinator: Dr. Amanda White Bennett, Director of Global Partnerships and Engagement, Email: <a href="mailto:Amanda.White@unt.edu">Amanda.White@unt.edu</a>

LUFE Program Coordinator: Cai Yue Yue, Director of Overseas Student Management Department, Email: caiyy@lzufe.edu.cn

- 2.03 <u>Program Eligibility</u>. Prospective Students wishing to participate in the Program must meet the following initial eligibility requirements:
  - a) Must be degree-seeking undergraduate students at LUFE;
  - Must demonstrate academic achievement in LUFE coursework consistent with UNT transfer admission requirements;
  - c) Must be admitted by UNT as an undergraduate transfer student; and
  - d) Must demonstrate the parents and/or relatives are the only source of financial support for the student.
- 2.04 <u>Program Admission</u>. LUFE shall work with CCIEE to select prospective Students to apply for the Program. Prospective Students enrolled at LUFE will apply to UNT as undergraduate transfer students. Students may choose to apply to different majors at each Institution upon approval of each Institution, college, and/or department. UNT shall admit qualified prospective Students according to its regular admissions requirements and procedures. Prospective Students who meet 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 UNT's English language proficiency 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 admission requirements for both Institutions and must be independently admitted to both Institutions to participate in the Program.

2.05 <u>Program Schedule</u>. To complete the Program, Students will first complete at least one (1) year of undergraduate coursework at LUFE. While enrolled at LUFE, the prospective Students will submit an undergraduate transfer application to UNT. Upon being fully admitted to UNT, Students will enroll in UNT coursework at UNT beginning in the semester of their admit term.

After Students complete all UNT degree requirements and receive an undergraduate degree granted solely by UNT, the Students shall return to LUFE to complete LUFE's degree requirements and upon successful completion of LUFE's degree requirements receive an undergraduate degree granted solely by LUFE. This return to LUFE shall ideally occur during the fourth year of study; however, the Students' duration of study at either Institution may be extended to accommodate completion of the Institution's degree requirements. The Program Schedule is subject to change based on the Students' individual pace of progression in the Program.

2.06 <u>Credit Transfer.</u> Each Institution will adhere to its own policy regarding the award of academic credits. LUFE governs which credits shall ultimately count toward the LUFE degree. UNT governs which credits shall ultimately count toward a UNT degree.

Upon request, each Institution shall provide the other with necessary course information, such as course descriptions, course syllabi, course textbooks, and other relevant information. Each Institution will aim to notify the other Institution in a timely manner any time a course description undergoes significant changes or is discontinued.

2.07 <u>Awarding Degrees</u>. UNT shall separately grant a bachelor's degree per UNT's policies and degree requirements to Students who successfully complete UNT's degree requirements. LUFE shall separately grant a bachelor's degree per LUFE policies and degree requirements to Students who successfully complete LUFE's degree requirements.

UNT and LUFE shall confer their degrees as separate, independent credentials, and at no time shall both the UNT and LUFE seals exist on the same credential. Students who do not complete all requirements for both degrees shall not be granted a degree from the Institution whose requirements remain unfulfilled.

2.08 Academic and Disciplinary Standards. Students admitted to UNT will be governed by the same policies that apply to all other students at UNT during the duration of their enrollment at UNT. UNT reserves the right to dismiss Students for disciplinary, academic, and/or other reasons before the completion of the Students' degree programs, per UNT policy. UNT's dismissal of Students may result in the revocation of the visa issued for the Students to study in the United States at UNT or deportation of the Students. Students shall be subject to the policies and procedures of LUFE during the duration of their

enrollment at LUFE. Neither LUFE, nor UNT, shall be responsible for the conduct of Students while attending the other Institution.

# ARTICLE 3 RESPONSIBILITITES OF LUFE

- 3.01 <u>Recruitment</u>. LUFE shall recruit prospective Students for the Program according to the Program's annual recruitment plan and in line with UNT admissions requirements. LUFE may request promotional materials from UNT to assist with Program recruitment.
- 3.02 <u>Selection of Students</u>. LUFE shall work with CCIEE to administer the College English Test, and select prospective Students to apply to UNT who meet UNT transfer admission requirements.

LUFE 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 prospective Students.

The prospective Students must submit all required application materials to UNT, including, but not limited to the Gaozhong Biye Zheng that demonstrates the Chinese equivalent of high school graduation, in order to be considered for admission to UNT.

3.03 <u>Degree Plan and Transcripts</u>. LUFE shall provide UNT with a list of courses required for the Students' LUFE degree ("LUFE Degree Plan") and with syllabi, including lists of textbooks and curricula, for each course on the Students' LUFE Degree Plan. LUFE shall offer the courses listed on the Students' LUFE Degree Plan in a timely manner and shall not make substantial changes to the courses on the Students' LUFE Degree Plan.

The Program Coordinators at each Institution shall work with the qualified individuals at their Institutions to determine course equivalencies between LUFE and UNT, so that LUFE may advise Students about outstanding course requirements in anticipation of the Students return to LUFE. LUFE shall provide UNT with official transcripts of each Students' academic work at the completion of their first year at LUFE.

- 3.04 <u>Course Offerings</u>. LUFE shall provide the necessary courses for the Students to complete their first and last years of study in a timely and convenient manner, thereby enabling Students to complete their degree program at LUFE.
- 3.05 <u>Tuition and Fees</u>. LUFE shall collect and keep fees and related costs from the Students for the Program application and related College English Test. LUFE shall collect tuition and fees from the Students when the Students are enrolled in courses at LUFE. UNT tuition and fees shall be collected by UNT, as outlined in Clause 4.09.

3.06 <u>Award of LUFE Credentials</u>. LUFE shall grant Students a Chinese Diploma and bachelor's degree upon the Students' satisfactory completion of LUFE degree requirements.

# ARTICLE 4 RESPONSIBILITITES OF UNT

- 4.01 <u>Program Information</u>. UNT will provide information to CCIEE about UNT's admission requirements, admission deadlines, degree programs, tuition and fees, and other relevant information.
- 4.02 <u>AASCU-CCIEE Conference</u>. UNT will aim to send a representative to visit China once a year for the annual AASCU-CCIEE conference in order to meet with prospective Students applying for the Program and/or Students admitted into the Program.
- 4.03 <u>UNT Admissions</u>. Students must meet all of UNT's admissions standards to be considered for admission into the UNT degree program. UNT shall make all decisions regarding admission into UNT degree programs. Students who meet requirements for UNT admission, but do not meet admission or progression requirements for the specific degree program to which they have applied may not enter or continue in that program, but may be offered admission to a different degree program if the Students meet requirements for the alternate program and receive approval from both Institutions, as described in 2.04.

Students who meet all UNT admission requirements except UNT's English language proficiency requirement shall be conditionally admitted. Students must meet UNT's English language proficiency requirements prior to being allowed to enroll in UNT classes. Students have the option to apply for admission to UNT's Intensive English Language Institute ("IELI") and prove English Language Proficiency by successfully completing level six (6) of IELI, in accordance with all regular UNT admission policies.

- 4.04 <u>Language of Instruction</u>. English shall be the language of instruction in all courses offered by UNT, except for foreign language courses.
- 4.05 Immigration Documents. UNT shall issue the appropriate immigration documents for Students who have been admitted to UNT. Although UNT assists in issuing immigration documents for Students who have been admitted to UNT, Students who are admitted to UNT shall be individually responsible for securing their student visas and neither UNT nor LUFE 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.
- 4.06 <u>Degree Plan</u>. Students enrolled at UNT follow an individualized UNT degree plan ("UNT Degree Plan") developed by the Students' academic advisors. In order to encourage timely completion of

the Program, UNT shall strive to avoid substantially changing the UNT Degree Plan. All aspects of the UNT Degree Plan must comply with applicable university, accreditation, and legal requirements in the United States.

- 4.07 <u>Academic Credit</u>. UNT policy governs which courses from LUFE may be approved and accepted as transfer credit for the UNT Degree Plan. All grades and credits towards the UNT degree, including any grades and credits earned for courses taken at LUFE, 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 requirements.
- 4.08 <u>Progress and Transcripts</u>. UNT shall only provide information to LUFE, CCIEE, and/or AASCU for Students who submit an Authorization to Release Education Records form, which will permit UNT to inform LUFE, CCIEE, and/or AASCU of Students progress and grades during the Students study at UNT. Any information provided by UNT will be in English.
- 4.09 <u>Tuition and Fees</u>. Students will pay UNT tuition and fees to UNT in the amounts and in accordance with UNT's processes and payment deadlines during their enrollment at UNT. Students enrolled in IELI will pay IELI tuition and fees to IELI in the amounts and in accordance with IELI's processes and payment deadlines during their enrollment in IELI.
- 4.10 <u>Student Financial Aid</u>. Where Students are eligible for and/or receiving Federal Student Aid ("FSA") and registered for and attending classes at UNT, 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 Students withdrawal shall be determined in accordance with the policies and procedures of UNT.

UNT is an eligible institution to award U.S. Financial Aid, as defined by 20 U.S.C. § 1094. LUFE is an ineligible institution as defined by 20 U.S.C. § 1094.

4.11 Room, Board and Incidental Expenses. UNT shall provide transportation from the airport to UNT after the Students' arrival to the U.S. at the start of the Program. Students shall be expected to provide for all other expenses during their participation in the Program, including, but not limited to: tuition and fees, course materials and supplies, transportation, housing, food and incidentals, and other expenses. While UNT and LUFE may assist Students in identifying housing, transportation, and/or food options, such expenses are not within the parameters of this Agreement. UNT is not responsible for covering any expenses borne by LUFE or by the Students.

4.12 <u>Award of UNT Credentials</u>. UNT shall award Students a UNT undergraduate degree upon the Students' satisfactory completion of the UNT degree requirements.

# ARTICLE 5 ACCREDITATION

- 5.01 <u>UNT Accreditation</u>. UNT is accredited by the Southern Association of Colleges and Schools Commission on Colleges ("SACSCOC") to award bachelor's, master's, and doctoral degrees. LUFE is not accredited by SACSCOC and the accreditation of UNT does not extend to or include LUFE or its students. Although UNT may agree to accept certain LUFE course work in transfer, other colleges and universities may not accept this work in transfer, even if it appears on a transcript from UNT.
- 5.02 LUFE Accreditation. LUFE is accredited by the Chinese Ministry of Education of the People's Republic of China. UNT is not accredited by Chinese Ministry of Education of the People's Republic of China and the accreditation of LUFE does not extend to or include UNT or its students. Although LUFE may agree to accept certain UNT course work in transfer, other colleges and universities may not accept this work in transfer, even if it appears on a transcript from LUFE.
- 5.03 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 request. UNT shall remain solely responsible for maintaining standards of its own accreditation.

# ARTICLE 6 LIABILITY, TAXES, AND LEGAL COMPLIANCE

6.01 <u>Liability and Insurance</u>. UNT and LUFE 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 LUFE further agree that each shall maintain insurance in such amounts as required by the applicable laws and regulations of their home countries.

It shall be the Students' responsibility to fulfill any LUFE insurance requirements at their own expense. Students will automatically be enrolled in UNT's health insurance coverage during their enrollment at UNT, which will be billed to their UNT student accounts at registration. In certain limited instances, Students may be eligible to have UNT's health insurance waived, provided that their comparable health insurance meets all of UNT's waiver requirements.

- 6.02 <u>Taxes</u>. UNT and LUFE 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. LUFE shall comply with P.R. China's tax laws regarding its participation in this Program. UNT shall not assume any responsibility for LUFE's compliance with applicable tax laws and LUFE shall not assume any responsibility for UNT's compliance with applicable tax laws. Each Institution is individually liable for any taxes on income that they receive pursuant to the activities described in this Agreement. UNT will not be responsible for covering any expenses related to the People's Republic of China's enterprise income tax, value added tax, or other applicable tax that may be incurred pursuant to the activities described in this Agreement.
- 6.03 <u>Confidentiality</u>. Each Institution shall protect the confidentiality of the Students' records as dictated by the Family Educational Rights and Privacy Act ("FERPA") and shall release no information except as permitted by law.

- 6.04 <u>U.S. Foreign Corrupt Practices Act</u>. Each Institution agrees that in connection with this Agreement it will 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 will take no action, or 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.
- 6.05 <u>U.S. Anti-Boycott Laws</u>. 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.
- 6.06 <u>U.S. Trade and Export Regulations</u>. 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).
- 6.07 <u>Jurisdiction</u>. The legal jurisdiction under which this Agreement shall be interpreted and enforced shall be the State of Texas, U.S.A., which shall be the forum for any lawsuits arising from and incident to this Agreement.
- 6.08 <u>Resolution of Disputes</u>. This Agreement is based on the common trust and good faith of the Institutions. In case of disputes, the Institutions, through the Program Coordinators described in Clause 2.02 of this Agreement, shall make a good faith effort to obtain an amicable resolution.

# ARTICLE 7 TERM AND TERMINATION

7.01 <u>Term.</u> This Agreement shall have an effective date of March 3, 2021 ("Effective Date") and, unless earlier terminated, will remain valid for five (5) years from that date.

This Agreement shall not be considered binding unless and until it has been executed by the proper authorities, and shall not be considered a valid and enforceable contract without full execution by both institutions.

- 7.02 <u>Extension</u>. This Agreement may be extended by mutual agreement of the Institutions, which must be reduced to writing and signed by both Institutions.
- 7.03 <u>Amendment</u>. This Agreement may be amended at any time by either Institution upon mutual consent, which must be reduced to writing and signed by both Institutions.
- 7.04 <u>Termination</u>. This Agreement may be terminated by 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 Students who have not yet completed their Program can do so. The overriding aim is to protect the interests of the Students.

UNT reserves the right to terminate this Agreement immediately, in whole or in part, upon written notice to LUFE, should the Program or Agreement place UNT in jeopardy of:

- a) Loss of authority to offer any educational program;
- b) Loss of accreditation of any program;
- c) Loss of ability to receive funding from the United States government or the State of Texas;
- d) Loss of ability to provide financial assistance to students from the United States Department of Education;
- e) Damage to UNT's reputation.
- 7.05 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 LUFE); or government action (including any law, regulation, decree, or denial of visas or faculty 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.
- 7.06 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.
- 7.07 Loss of AASCU or CCIEE Approval. In the event that one or both Institutions lose either their AASCU 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 Students who have not yet completed their Program can do so.
- 7.08 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 8 MISCELLANEOUS

- 8.01 <u>Use of Names and Logos</u>. Both UNT and LUFE 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.
- 8.02 <u>Language</u>. This Agreement may be set forth in both Chinese and English. In the event of any conflict between the two languages on the meaning or interpretation of a word, phrase or clause in this Agreement, the English language version shall prevail. UNT, LUFE, CCIEE, and AASCU will each retain one copy of the Agreement that includes both the Chinese and English versions.
- 8.03 Entirety. This Agreement sets forth the entire understanding of the Institutions as it relates to the subject matter discussed herein as of the Effective Date. 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.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Institutions have caused their duly authorized representatives to execute this Undergraduate Transfer Program Agreement as of the Effective Date.

LANZHOU UN	VIVERSITY OF FINANCE AND	UNIVERSITY OF NORTH TEXAS		
ECONOMICS	150,50		MINERSIT A	
Signature: Name: Title:	Cai Wenhao  President	Signature: Name: Title:	Dr. Jennifer Evans-Cowley Provost and Vice President for Academic Affairs	
Date:		Date:	1011413021	
Date:		Date.	131110011	
		University of	of North Texas	
	Acknowledged by:			
	. *	Signature:	The Wood	
		Name:	Dr. Pia Wood	
		Title:	Vice Provost and Dean of	
			International Affairs	

### 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) 兰州财经大学和北德克萨斯州大学本科生交换项目合作协议

#### 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兰州财经大学的教学使命;

鉴于本科生转学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,以及兰州财经大学("LUFE"),一家位于中国甘肃省兰州市的高等教育机构,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 发起的本科生交换项目。UNT 和 LUFE 分别称为"机构",统称为"机构"达成以下条款:

### 第 1 条

### 定义

1.01 <u>本科生转学项目</u>。UNT 和 LUFE 应设法管理本科生交换项目。如第2.06条("项目")所述,由一个机构提供的作为学士学位一部分的课程可能资格转换为另一所机构的学士学位。

1.02 <u>学生</u>。在 LUFE 注册的本科生,以本科交换生的身份申请 UNT,并被 UNT 按照此协议以本科交换生的身份录取。学生必须按照本协议的规定申请入学 UNT,并被录取入读UNT,才有资格参加该项目。("学生")

#### 第二条

#### 本科生转学项目

- 2.01 <u>项目规模</u>。UNT 和 LUFE 应执行此项目。UNT 应根据 UNT 的政策和学位要求,为成功完成UNT学位要求的学生单独和独立授予学士学位,如第2.07条所述。LUFE 应根据 LUF E的政策和学位要求,为成功完成 LUFE 学位要求的学生单独和独立授予学士学位,如第2.07条所述。
- 2.02 <u>项目协调员</u>。为了执行并实现本协议的目标,每个机构将在其校园中任命合适的人担任项目协调员。项目协调员将协调此项目,协调本协议条款下的活动,与学术顾问保持联系,并

协助向学生提供关于此项目的咨询

UNT 项目协调员: 博士 Amanda White Bennett, Global Partnerships and Engagement 总监,邮箱: <u>Amanda.White@unt.edu</u>

LUFE 项目协调员: 蔡乐越, 国际教育学院留学生管理部主任, 邮箱: caiyy@lzufe.edu.cn

- 2.03 项目资格。希望参加项目的未来学生必须满足以下初步资格要求:
  - a) 必须是在 LUFE 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 LUFE 学校的学业成就符合 UNT 转学许可要求。
  - C) 必须被 UNT 作为本科转学生录取,和
  - c) 必须证明父母或者亲戚是学生的唯一资金来源。
- 2.04 项目录取。LUFE 与中教国际教育交流中心共同选择申请此项目的未来学生。这些在 LUFE 登记入学的未来学生应以转校生的身份向 UNT 提出申请,根据各学校、学院或者系的批准,他们可以选择申请各个学校的不同专业。UNT 应根据其常规入学要求和程序录取合格的未来学生。除了 UNT 的英语能力要求,对于满足其他所有入学要求的未来学生,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,此外还必须单独录取双方学校,才能参与此项目。
- 2.05 <u>项目时间表</u>。为了完成计划,学生首先应在 LUFE 完成至少一 (1) 年的本科课程。在 LUFE 入学的期间向 UNT 提交本科转学申请。在被 UNT 完全录取后,学生可以报名在被录取的 学期的 UNT 课程。

学生完成所有 UNT 学位要求并获得 UNT 单独授予的本科学位后,学生应返回 LUFE 去完成 LUFE 的学位要求并在成功完成 LUFE 的学位要求后获得 LUFE 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 LUFE;但是,学生在任何机构的学习期有可能会被延长,以适应完成该机构的学位要求。此项目的日程表可能会根据学生在项目中的个人进度而有所变化。

2.06 <u>学分转换</u>。每个机构都将遵守其有关学分授予的政策。LUFE 决定哪些学分最终应计入 LUFE 学位。UNT 决定哪些学分最终应计入 UNT 学位。

根据要求,每个机构应向对方提供必要的课程信息,例如课程说明,课程大纲,课程课本和其他相关信息。每个机构会力求如果课程说明有重大变化或停止时及时通知对方。

2.07 <u>授予学位</u>。UNT应根据 UNT 的政策和学位要求,单独向成功完成UNT学位要求的学生授予学士学位。LUFE 应根据 LUFE 的政策和学位要求,单独向成功完成LUFE学位要求的学生授予学士学位

UNT和LUFE大学应单独和独立授予学位证, UNT 和 LUFE 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。

2.08 学术和纪律标准。被UNT入取的学生在 UNT 入学期间,将受与 UNT 所有其他学

生相同的政策约束。根据 UNT 政策,UNT保留在学生学位课程完成前由于纪律,学术和/或其他原因开出学生的权力。UNT 对于学生的开除可能导致撤销学生为赴美国在 UNT 学习而签发的签证或导致将学生驱逐出境。学生在LUFE入学期间,应遵守 LUFE 的政策和程序。LUFE 和 UNT 不负责学生在对方学校学习期间任何行为。

### 第 3 条 LUFE学校主要责任

- 3.01 <u>招生</u>。LUFE应根据项目的年度招募规划和 UNT 入学要求,招募预备学生。LUFE 可以向 UNT 要宣传资料,以协助项目招生。
- 3.02 <u>学生遴选</u>。LUFE 应和 CCIEE 合作执行大学英语考试,选出满足 UNT 转学要求的 预备学生申请UNT。LUFE应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),证明父母或亲属是未来学生的唯一资金来源。未来学生为了有资格被UNT录取,必须提交所有申请入学需要的所有文件,其中包含但不限于高中毕业文凭
- 3.03 <u>学位计划和成绩单</u>。LUFE 应向 UNT 提供学生的LUFE学位(即 LUFE 学位计划")所需的课程清单,并提供 LUFE 学位计划要求的各课程的课程提纲,包括教材和课程清单。LUFE 应及时提供 LUFE 学位计划列出的课程,但不得对 LUFE 学位计划的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确定 LUFE 和 UNT 之间课程的对接;以便在预估学生回 LUFE 时,LUFE 应给学生应修的高年级课进行指导。LUFE 向 UNT 提供学生第一年官方成绩单.

- 3.04 <u>课程提供</u>。LUFE 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 LUFE 修的学位计划。
- 3.05 <u>学费和杂费</u>。LUFE 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 LUFE 学校就读相应课程时,LUFE 即应收取学费和杂费。UNT 学费和杂费 应由 UNT 收集,如第 4.09 条所述。
- 3.06 LUFE <u>学位证授予</u>。在学生令人满意地完成 LUFE 学位要求之后,LUFE 应向学生授予中国毕业证和学士学位。

### 第 4 条 UNT 学校责任

- 4.01 项目信息。UNT 将提供CCIEE有关 UNT 的入学要求,入学截至期限,学位课程,学费和杂费和其他相关信息。
- 4.02 <u>AASCU-CCIEE 会议</u>。UNT 会力求派送一位代表每年访问中国一次来参加 AASCU-CCIEE 年度会议,以会见申请此项计划并且/或被此项目入取的预备学生
- 4.03 <u>UNT 录取</u>。学生必须符合 UNT 的所有入学标准才能被考虑被UNT学位课程录取。 UNT 大学应全权掌控录取UNT学位课程决定。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并如2.04所述获 得两个机构的批准,则可进入其他学位计划。

满足UNT除了UNT英语水平要求意外的所有入学要求的学生将被有条件录取。学生必须满足UNT的英语水平要求,然后才能注册UNT的课程。学生可以有按照UNT所有的常规录取政策申请入读UNT的强化英语语言学院("IEL!")的选择,并通过成功完成IELI六级的课程来证明英语水平。

- 4.04 教学语言。UNT 所有课程均采用英语教学,外国语课程除外。
- 4.05 移民局文件。UNT 应向被 UNT 录取的学生发出相应移民局要求的文件。虽然 UNT 在向被UNT录取的学生发出移民局要求的文件提供了帮助,但是被 UNT 录取的学生应独自负责获得学生签证,UNT 或 LUFE 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。
- 4.06 <u>学位计划</u>。在 UNT 注册的学生遵照学生学业导师研制的个性化 UNT 学位计划 (即"UNT 学位计划")。为了鼓励及时完成学位计划,UNT 应努力避免对 UNT 的学位计划进行实质性变更。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。
- 4.07 <u>学分</u>。UNT 的政策规定 LUFE 的哪些课程可以被批准和接受作为UNT学位计划的转学分。UNT 学位的所有成绩和学分,包括在 LUFE 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,其中包含但不限于 UNT 的认证要求。

- 4.08 <u>进度和成绩单</u>。UNT 只应将提交了教育记录发放授权表同意UNT告知LUFE, CCIEE,和或者AASCU的学生在 UNT 学习期间的进展和成绩提供给CCIEE和或者AASCU。UNT提供的任何信息都将以英语的形式提供。
- 4.09 <u>学费和杂费</u>。学生在 UNT 入学期间,将按照 UNT 的程序和付款期限向 UNT 支付学费和杂费。学生在IELI入学期间,将按照IELI的程序和付款期限向IELI支付学费和杂费。
- 4.10 <u>学生助学金</u>。如果学生有资格获得和/或将要收到联邦助学金 (FSA),并且在UNT注册和参加课程,UNT 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 LUFE 根据 20 U.S.C. § 1094 规定,不具有相应资格。
- 4.11 <u>住宿、膳食和杂费</u>。UNT 应去机场迎接初旅来到美国的学生。学生要在参加这个项目期间自己提供包含但不仅限于:学费和杂费,课程材料和用品,交通、住房、食物和杂项费用。UNT 和 LUFE 可能会协助学生了解住房、交通和/或膳食条件的选项,但这些费用不在本协议范围内, UNT 不承担由学生或 LUFE 的费用。
- 4.12 <u>UNT 的学位证书/文凭授予</u>。当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UNT学士学位。

### 第 5 条 <u>认证</u>

- 5.01 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。LUFE 未经 SACSCOC 认证,所以 UNT 资格认证不适用于也不涵盖 LUFE 或其学生。此外,虽然 UNT 大学有可能同意接受 LUFE 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。
- 5.02 <u>LUFE 认证</u>。LUFE 经中华人民共和国教育部认证。UNT 未经中华人民共和国教育部认证,所以 LUFE 资格认证不适用于也不涵盖 UNT 或其学生。此外,虽然 LUFE 大学有可能同意接受 UNT 学校的某个课程以从 LUFE 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 LUFE 发出的成绩单上。
- 5.03 <u>认证遵守</u>。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。

### 第 6 条 责任、税收和遵守法律

- 6.01 <u>责任和保险</u>。UNT 和 LUFE 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 LUFE 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。学生应自己购买 LUFE 需要的保险。学生在 UNT 入学期间,将自行加入UNT的健康保险范围。费用会在报名时加入 UNT 学生账号内。在有些有限的条件下,如果学生的同类健康保险满足UNT所有豁免要求,则学生有可能由资格免除 UNT 的健康保险。
- 6.02 <u>税费</u>。UNT 和 LUFE 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。LUFE 应遵守中国对参与此项计划的征税法律。UNT 不负责使 LUFE 遵守适用税法,LUFE 也不负责使 UNT 遵守适用税法。每个机构应对根据本协议所述的活动收取的任何收入而产生的税负责。UNT将不承担与根据本协议所述活动而产生的与中华人民共和国企业所得税,增值税或其他有关的税的任何费用。
- 6.03 <u>机密性</u>。每个机构均应按照《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,除非法律允许,否则不得发布任何信息。
- 6.04 <u>美国反海外腐败法</u>。各学校同意,对于本协议相关事务,各学校不会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、给予此种有价物或部分有价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,各方不会采取或逃避采取任何可能会导致对方违反美国适用法律的措施,包括《美国反海外腐败法》

- 6.05 <u>美国反经济抵制法</u>。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。
- 6.06 <u>美国贸易和出口法规</u>。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)。
- 6.07 <u>管辖权</u>。解释和执行本协议的管辖权应为美国德克萨斯州,该州将作为因本协议 引起的意外产生的法律诉讼的论坛。
- 6.08 <u>解决争端</u>。本协议建立在双方机构的共同信任和真诚上。如果由任何争议,各机构应通过本协议第 2.02 条所述的项目协调员做出真诚的努力,以达成友好的解决方案。

### 第7条 更新、终止和修正

7.01 <u>期限</u>。本协议的生效日期为2021年3月3日("生效日期"),除非协议被提前终止,有效期为从这个日起开始五(5)年。

本协议除非经有关当局签署,否则不应被视为具有约束力,未经双方机构全面签署,不得被视为有效和可执行的合同。

- 7.02 <u>扩展</u>。本协议可通过双方机构以简化为书面,并由两个机构签署的互相同意的形式来扩展。
- 7.03 <u>修正</u>。本协议可通过双方机构以简化为书面,并由两个机构签署的互相同意的形式来修正。
- 7.04 <u>终止</u>。本协议可以由各个学校终止,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。

UNT 保留如果此项目或合同将 UNT 至于一下危险之中,在书面通知 LUFE 后立即全部,或部分终止本协议的权力:

- a) 失去提供任何教育项目的权限
- b) 失去对任何项目的认证
- c) 失去从美国政府或德克萨斯州获得资金的能力
- d) 失去向美国教育部的学生提供经济资助的能力
- e) 损害UNT的声誉

7.05

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 LUFE 的作为或不作为所致);或政府行动(包括任何法律、法规、法令或签证或教员居留证遭拒);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。

- 7.06 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。
- 7.07 <u>丧失 AASCU 或 CCIEE 批准</u>。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。
- 7.08 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8条杂项协议

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