

**AMENDMENT NO. 1 TO THE
COLLABORATIVE ACADEMIC AGREEMENT
between
UNIVERSITY OF NORTH TEXAS
and
NANJING FORESTRY UNIVERSITY**

This First Amendment to the Collaborative Academic Agreement effective October 20, 2020 (“Agreement”) is entered into by the University of North Texas (“UNT”) and Nanjing Forestry University (“NFU”). This Amendment is effective upon signature by both parties.

The parties agree to the following terms:

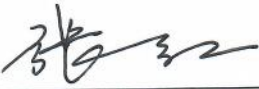
- The Agreement is amended to include Section 6.06. Section 6.06 reads as follows:

6.06 Force Majeure. Neither institutions shall be liable for any loss or damages or for any delays or failure to perform one or more of its contractual duties arising out of causes beyond its reasonable control and without its fault or negligence, including, but not limited to, Acts of God, epidemics or pandemics (new or existing), public emergency, government regulation or order, acts of civil or military authority, fires, riots, wars, embargoes, Internet disruptions or communications failures (“Force Majeure Event”). The institution affected by the Force Majeure Event shall give prompt notice to the other and take all reasonable steps to minimize damages and resume performance. After mutual consultation and determination that performance under the Agreement is made impossible due to the Force Majeure Event, the Program affected by the Force Majeure Event will be cancelled. Any refunds to UNT Tuition and Fees shall be refunded in accordance with UNT’s Refund Policy. Any other expenses a Student incurs in relation to the Program shall be the responsibility of the Student. A Student’s decision not to attend a Program that is based on personal factors, including but not limited to health, academic status, family reasons, is exempt from this Clause.

SIGNATURE PAGE TO FOLLOW

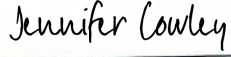


NANJING FORESTRY UNIVERSITY

By: 
Hong Zhang
Vice President for Nanjing Forestry
University

Date: 2021/3/5

UNIVERSITY OF NORTH TEXAS

By: ^{DocuSigned by:} 
9C7A4234AD2487...
Jennifer Evans-Cowley
Provost and Vice President for
Academic Affairs

Date: 3/17/2021

Acknowledged By:

Hanchen Huang Digitally signed by Hanchen Huang
Date: 2021.03.12 15:33:03 -06'00'
Hanchen Huang
Dean of the College of Engineering



COLLABORATIVE ACADEMIC AGREEMENT
by and between
UNIVERSITY OF NORTH TEXAS
and
NANJING FORESTRY UNIVERSITY

This Collaborative Academic Agreement (“Agreement”) is made and entered into by University of North Texas, an institution of higher education located in Denton, Texas U.S.A. (“UNT”) and by Nanjing Forestry University, an institution of higher education located in Nanjing, People’s Republic of China (“NFU”).

RECITALS

WHEREAS the institutions are linked by common academic and cultural interests;

WHEREAS UNT and NFU desire to establish an Agreement for a UNT Master of Science in Computer Science or Master of Science in Computer Engineering degree granted solely by UNT;

WHEREAS the institutions wish to expand the basis for friendship and cooperative educational programs between the People’s Republic of China and the United States of America; and

WHEREAS this Agreement supports the UNT Mission and the NFU Mission;

THEREFORE, in consideration of their mutual interests and the covenants set forth herein, the institutions agree as follows:

ARTICLE 1
DEFINITIONS

1.01 **Program.** NFU students will pursue an academic degree program administered by UNT’s College of Engineering (“Program”).

1.02 **Students.** An undergraduate student enrolled at NFU and pursuing NFU’s Bachelor of Computer Science and Technology, Bachelor of Software Engineering, Bachelor of Internet of Things Engineering, Bachelor of Electronic Information Engineering, Bachelor of Electrical Engineering and its Automation degree. 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
PROGRAM

2.01 **Scope of the Program.** This Agreement enables Students from NFU to receive an undergraduate degree from NFU and to pursue a UNT Master of Science in Computer Science or Master of Science in Computer Engineering degree from UNT. Students who meet all UNT degree requirements will be awarded a UNT degree granted solely by UNT.

2.02 Program Administration. 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 Liaison and to coordinate the activities under the terms of this Agreement. The Program Liaisons will be responsible for the evaluation of activities under this Agreement according to the practices of their respective institutions. The Program Liaisons will act as the first point of contact with respect to the Program.

UNT and NFU agree to appoint the following Program Liaisons:

UNT Program Liaison

Name: Song Fu
Title: Associate Professor
Phone: +1 (940) 565-2341
Email: song.fu@unt.edu

NFU Program Liaison

Name: Xiaofeng Liu
Title:
Phone: 0086 15996219049
Email: xfliu@njfu.edu.cn

2.03 Program Admission. NFU Students will apply to UNT's Master of Science in Computer Science or Master of Science in Computer Engineering degree per standard UNT graduate admissions during their third year of study at NFU.

NFU Students must meet all of UNT's admissions standards, including, but not limited to, demonstrating proof of UNT's English Language Proficiency requirements at the time of application. Graduate applicants to UNT are evaluated holistically, based on specific departmental and program requirements. Grade Point Average ("GPA") requirements vary by department and college, but past successful applicants have had a 3.0 or higher GPA in the undergraduate degree. A lower GPA may be accepted based on a holistic review of the applicant.

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 enroll in 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.

2.04 Program Schedule. The Program Schedule is described in the table below. The Program Schedule may be subject to change depending on each Student's pace of progression in the Program.

**Program Schedule for the Collaborative Academic Agreement between
UNT and NFU**

Timeline	Program Overview
Years 1 through 3	<ul style="list-style-type: none"> Students are enrolled in NFU's Bachelor of Computer Science and Technology, Bachelor of Software Engineering, Bachelor of Internet of Things Engineering, Bachelor of Electronic Information Engineering, Bachelor of Electrical Engineering and its Automation degree and complete undergraduate coursework at NFU.
Year 3	<ul style="list-style-type: none"> Students apply to the UNT Master of Science in Computer Science or Master of Science in Computer Engineering degree. Students who are admitted to UNT's Master of Science in Computer Science or Master of Science in Computer Engineering will begin the Program in Year 4. Students who meet all UNT admissions requirements except UNT's English Language Proficiency requirements shall be conditionally admitted and will have the option to enroll in 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. Students choosing this option may begin IELI during the fall semester of year 4 and may be able to begin IELI during the summer between Year 3 and Year 4 if summer IELI courses are available.
Year 4	<ul style="list-style-type: none"> Students who meet UNT's standard admission requirements and who are fully admitted to UNT will be admitted graduate degree seeking students. Students must enroll in a minimum of 9 semester credit hours for fall and a minimum of 9 semester credit hours for spring, which must include enrollment in a minimum of 3 semester credit hours of graduate coursework in the fall and in a minimum of 3 semester credit hours of graduate coursework in the spring. Students may enroll in a blend of undergraduate and graduate courses in the fall and/or spring semester.
Summer of Year 4	<ul style="list-style-type: none"> Students must complete the bachelor's degree from NFU within two semesters of enrollment in UNT graduate courses to continue as a UNT graduate student in UNT's Master of Science in Computer Science or Master of Science in Computer Engineering degree program. Students must demonstrate to UNT completion of their bachelor's degree from NFU. Students are required to seek approval from NFU for the transfer of UNT academic credits to the NFU degree, per NFU policy. Students who successfully complete NFU degree requirements will receive a NFU undergraduate degree and transcript in June.
Year 5	<ul style="list-style-type: none"> Students will enroll in a minimum of 9 semester credit hours for fall and a minimum of 9 semester credit hours for spring and may be required to enroll in additional credit hours during the fall, spring, and/or summer semester to fulfill the UNT degree requirements. Students who successfully complete UNT's degree requirements will receive a UNT Master of Science in Computer Science or Master of Science in Computer Engineering degree from UNT.

2.05 **Awarding Degrees.** NFU will solely grant a Bachelor of Computer Science and Technology, Bachelor of Software Engineering, Bachelor of Internet of Things Engineering, Bachelor of Electronic Information Engineering, Bachelor of Electrical Engineering and its Automation degree to Students, per NFU policy. UNT will solely grant a UNT Master of Science

in Computer Science or Master of Science in Computer Engineering degree to Students who complete all of UNT's degree requirements, per UNT policy.

Students must complete the bachelor's degree from NFU within two semesters of enrollment in UNT graduate courses to continue as a UNT graduate student in UNT's Master of Science in Computer Science or Master of Science in Computer Engineering degree program. Students are responsible for demonstrating to UNT completion of NFU's Bachelor of Computer Science and Technology, Bachelor of Software Engineering, Bachelor of Internet of Things Engineering, Bachelor of Electronic Information Engineering, Bachelor of Electrical Engineering and its Automation degree by providing UNT an official final transcript from NFU. Students who fail to submit their official final transcripts will be ineligible to continue in the Program.

2.06 Credit Transfer. Students are required to seek approval from NFU for the transfer of UNT academic credits. At the time of admission notification, UNT will provide Students with a list of UNT course offerings that Students may consider enrolling in at UNT and seeking transfer credit through NFU, in accordance with NFU's policy. The UNT Program Liaison shall notify the NFU Program Liaison any time there is a significant change to the course description or a course cancellation for any course included on the list of UNT course offerings provided to Students.

NFU governs which credits shall ultimately count toward a Student's NFU Bachelor of Computer Science and Technology, Bachelor of Software Engineering, Bachelor of Internet of Things Engineering, Bachelor of Electronic Information Engineering, Bachelor of Electrical Engineering and its Automation degree. Each Institution will adhere to its own policy regarding the award of academic credits.

2.07 Academic and Disciplinary Standards. Students admitted to UNT will be governed by the same policies that apply to all other students at UNT. UNT reserves the right to dismiss Students for disciplinary, academic or other reasons before the completion of the Students' degree programs, per UNT policy. A Student dismissal may result in the revocation of the visa issued for the Student to study in the United States at UNT or deportation of the Student.

2.08 Visa Status. Students admitted to the Program are responsible for securing their visa, and neither UNT nor NFU will assume or make statements regarding the eligibility of Students in regard to their visa. Academically eligible Students who are unable to travel to the U.S.A. due to immigration issues will not be eligible either to begin or continue the Program until the visa or immigration issues are resolved. Students are responsible for maintaining their visa status throughout the Program, in accordance with U.S. Federal Regulations.

2.09 UNT Policy. Students must adhere to all UNT policies, including, but not limited to proving that the Students have received the meningitis vaccination and proving that the Students have health insurance, as referenced in section 3.04.

ARTICLE 3 TUITION AND FEES

3.01 Tuition and Fees. Students will pay tuition and fees to UNT in the amounts and in accordance with the processes and payment deadlines of UNT. Students requiring English Language Proficiency and enrolled in IELI will pay tuition and fees to IELI in the amounts and in accordance with the processes and payment deadlines of IELI.

Students will be enrolled in UNT's Special Programs during their first year of study at UNT. The UNT Special Programs Fee will be included in the Students' UNT tuition and fees for two consecutive semesters. The UNT Special Programs Services are outlined in Addendum A.

3.02 Student Financial Aid. When a Student is eligible for and/or receiving Federal Student Aid (FSA) and is 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 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. NFU 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.

3.03 Room, Board and Incidental Expenses. Students will be expected to provide for their own transportation, housing, food, and incidental expenses throughout the duration of the Program. While UNT may assist Students in securing housing, transportation, and/or food, such expenses are not within the parameters of this Agreement. UNT is not responsible for covering any expenses borne by NFU or by NFU Students.

3.04 Health Insurance. Students will automatically be enrolled in UNT's health insurance coverage, 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 requirements and/or waiver criteria.

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, master, and doctoral degrees. The UNT College of Engineering's programs in Computer Science and Computer Engineering are accredited by the Accreditation Board for Engineering and Technology ("ABET"). NFU is not accredited by SACSCOC nor ABET and the accreditation of UNT does not extend to or include NFU or its students. Although UNT accepts certain NFU course work in transfer, other colleges and universities may not accept this work in transfer, even if it appears on a transcript from UNT. NFU is recognized by the Government of the People's Republic of China and this recognition does not extend to UNT.

4.02 Accreditation Compliance. The Program shall be executed in accordance with the requirements of SACSCOC.

In the event that SACSCOC requests access to documents relating to the Program for the purpose of reviewing accreditation-related issues, the Institutions will work cooperatively to provide timely access to facilities and student support services at the physical site, materials, and

personnel to facilitate a response to any SACSCOC accreditation activities. UNT will 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 if the Agreement or the Program places UNT in jeopardy of loss of accreditation or sanctions by SACSCOC or any other accrediting body, in accordance with Article 5.

4.03 Public Information Act. Notwithstanding any provision of this Agreement, UNT shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, NFU shall make public information available to UNT in an electronic format.

4.04 Jurisdiction. This Agreement is executed in English. The legal jurisdiction under which this Agreement shall be interpreted and enforced shall be the State of Texas, U.S.A., excluding its conflict of laws principles. The parties agree that the state and federal courts sitting in Texas will have exclusive jurisdiction over any claim arising out of this Agreement and each party consents to the exclusive jurisdiction of such courts.

ARTICLE 5 TERM, TERMINATION, AND AMENDMENT

5.01 Term. This Agreement supersedes and replaces the Collaborative Academic Agreement executed on December 25, 2017. This Agreement shall take effect upon signature by both institutions and, unless earlier terminated, will continue for a period of five (5) years from that date.

5.02 Extension. This Agreement may be extended by mutual agreement of the institutions, which must be reduced to writing and signed by both institutions.

5.03 Termination. This Agreement may be terminated by either institution by providing sixty (60) days advanced written notice to the other; provided, however, that any Students admitted to UNT at the time of termination may be permitted to continue in the Program.

5.04 Amendments. This Agreement may be amended at any time by either institution upon written notice to the other, which must be reduced to writing and signed by both institutions.

ARTICLE 6 MISCELLANEOUS

6.01 No Third-Party Beneficiaries. This Agreement and the Program apply only to the Students and no provisions or undertakings are made for the spouses or dependents of the Students.

6.02 Waiver. A waiver of any breach of any provision of the Agreements shall not be construed as a continuing waiver of said breach or a waiver of any other breaches of the same or other provisions of the Agreements.

6.03 Confidentiality. Each institution 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.

6.04 Use of Names and Logos. Both UNT and NFU are free to make reference to the Agreement 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. All media presentations created under the scope of this Agreement shall be factual, fair, and accurate. The Program Liaisons will be the primary point of contact regarding requests and will abide by the policy of their respective institutions regarding these requests.

Neither Institution shall use the SACSCOC logo. UNT shall ensure the role and purpose of U.S. accreditation is fairly and accurately explained in all marketing materials.

6.05 Compliance with Law. Actions undertaken by each party pursuant to this Agreement shall comply with all applicable laws. Neither party shall take any action that would cause the other party to be in violation of any applicable law. In the case where any applicable laws and regulations change during the term of this Agreement, each party shall cooperate to modify or amend the terms and conditions of this Agreement in order to comply with such change.

SIGNATURE PAGE TO FOLLOW

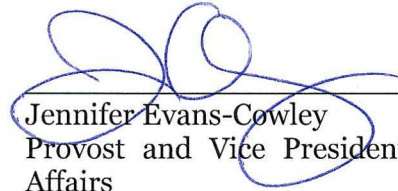
IN WITNESS WHEREOF, the Institutions have caused their duly authorized representatives to execute this Collaborative Academic Agreement to be effective upon signature by both parties hereto.

NANJING FORESTRY UNIVERSITY

UNIVERSITY OF NORTH TEXAS



Hong Zhang
Vice President for Nanjing Forestry
University



Jennifer Evans-Cowley
Provost and Vice President for Academic
Affairs

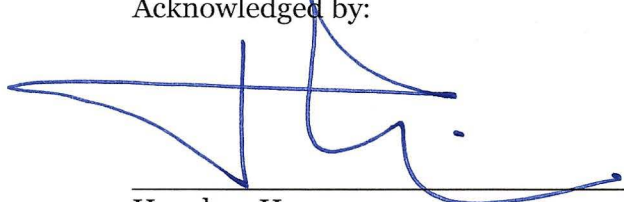
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2020/10/20

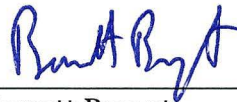
11/20/2020

Acknowledged by:



Hanchen Huang
Dean, College of Engineering

Acknowledged by:



Barrett Bryant
Chair, Department of Computer Science and
Engineering

Addendum A: UNT Special Programs Services

Admissions Support

- Provide student advising about the admissions process
- Express mail immigration documents (I-20, etc.)

Reporting to NFU

If the Student provides an Authorization to Release Education Records form granting UNT permission to release information about the Student to NFU in accordance with applicable law, then UNT may provide the following types of information:

- Transcripts/Academic Reports
- Financial Aid
- Student Account Information
- Disciplinary Information
- UNT Housing-Related Information, as applicable

Arrival Assistance

- Provide transport from DFW International Airport to Denton, Texas upon arrival
- Provide information regarding on-campus and off-campus accommodations
- Advise Students about the requirements needed to open a bank account
- Provide an orientation about UNT