

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

**by and between
NANJING UNIVERSITY OF POSTS AND TELECOMMUNICATIONS
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 Nanjing University of Posts and Telecommunications (hereafter “NJUPT”), a higher education institution located in Nanjing, Jiangsu, 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 NJUPT 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 NJUPT (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 NJUPT 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 NJUPT shall separately grant a bachelor’s degree per NJUPT policies and degree requirements to a Program participant

(“Student”) who successfully completes NJUPT’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 NJUPT,
- b) Must demonstrate academic achievement in NJUPT 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,

NJUPT 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 NJUPT. Upon completing at least one (1) year of study at NJUPT 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 NJUPT to complete NJUPT’s degree requirements and upon successful completion of NJUPT’s degree requirements receive an undergraduate degree granted solely by NJUPT. This return to NJUPT 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. Students enrolled in UNT’s College of Engineering should expect to return to NJUPT during or after their fifth year of study.

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 NJUPT 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. NJUPT 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 NJUPT shall separately grant bachelor's degrees to any Student who completes all of the Institution's requirements for the degree program. UNT and NJUPT shall confer their degrees as separate, independent credentials, and at no time shall both the UNT and NJUPT 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 NJUPT, 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, NJUPT 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 NJUPT 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 NJUPT shall also provide academic advising, orientation, counseling and support for Students while on their campus.

ARTICLE 2 RESPONSIBILITIES OF NJUPT

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

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

NJUPT 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.

NJUPT 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, NJUPT shall provide UNT with a list of courses required for each Student's NJUPT degree (the "NJUPT Degree Plan") and shall provide UNT with syllabi, including lists of textbooks and curricula, for each course on a Student's NJUPT Degree Plan. NJUPT shall offer the courses listed on a Student's NJUPT Degree Plan in a timely manner and shall not make substantial changes to any or all courses on the Student's NJUPT 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 NJUPT and UNT, that NJUPT may advise each Student about outstanding course requirements in anticipation of the Student's return to NJUPT. NJUPT shall provide UNT with official transcripts of each Student's academic work at the completion of their first year at NJUPT, so that Students may apply to UNT as undergraduate transfer students.

2.04 Course Offerings. NJUPT 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 NJUPT.

2.05 Tuition and Fees. NJUPT shall collect and keep fees and related costs from the Student for the Program application and related College English Test. NJUPT shall collect tuition and fees from the Student when the Student is enrolled in courses at NJUPT. NJUPT 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 NJUPT Credentials. NJUPT shall grant the Student a Chinese Diploma and bachelor's degree upon the Student's satisfactory completion of NJUPT degree requirements.

2.07 Faculty Visits. Under a separate agreement, NJUPT 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 NJUPT.

2.08 Campus Visits. NJUPT shall host UNT representatives for business-related visits to the NJUPT 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 NJUPT 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 NJUPT 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 NJUPT Degree Plan. Following approval of a Student's UNT Degree Plan by the academic advisor, UNT shall communicate this UNT Degree Plan to the NJUPT 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 NJUPT, 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 NJUPT with the Student's proper written approval. UNT shall inform NJUPT 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 NJUPT 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 NJUPT, 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. NJUPT 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, programs HEA 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 NJUPT 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 NJUPT to observe classes and exchange ideas with NJUPT faculty. All the expenses for such visits shall be borne by UNT.

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

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. NJUPT is not accredited by SACSCOC and the accreditation of UNT does not extend to or include NJUPT or its students. Further, although UNT agrees to accept certain course work from NJUPT 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 NJUPT Accreditation. NJUPT 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 NJUPT does not extend to or include UNT or its students. Further, although NJUPT agrees to accept certain course work from UNT to be applied toward an award from NJUPT, that course work may not be accepted by other colleges or universities in transfer, even if it appears on a transcript from NJUPT. 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 NJUPT 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 NJUPT 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 NJUPT insurance requirements at their own expense.

5.02 Taxes. UNT and NJUPT 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. NJUPT shall comply with P.R. China's tax laws regarding its participation in this Program. UNT shall not assume any responsibility for NJUPT's compliance with applicable tax laws and NJUPT 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 NJUPT 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).

ARTICLE 6 TERM AND TERMINATION

6.01 Term. This Agreement shall have an effective date of August 1, 2018 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 NJUPT); 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 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 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 NJUPT 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 NJUPT and UNT, and NJUPT, 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.

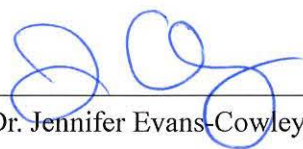
IN WITNESS WHEREOF, the Institutions have caused their duly authorized representatives to execute this Agreement to be effective with a start date of August 1, 2018 hereto.

NANJING UNIVERSITY OF POSTS AND
TELECOMMUNICATIONS

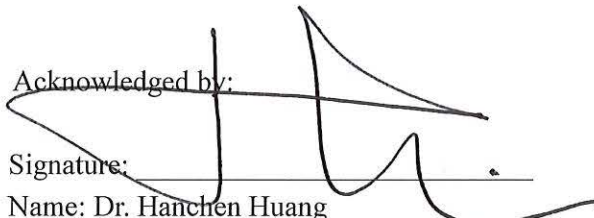
Signature: 
Name: Zhang Zhihua
Title: Vice President

Date: 6/24/2019

UNIVERSITY OF NORTH TEXAS

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

Date: 6/11/19

Acknowledged by: 
Signature: _____
Name: Dr. Hanchen Huang
Title: Dean, College of Engineering

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职业发展 (CHEPD)

南京邮电大学和北德克萨斯大学本科生联合培养项目合作协议

位于美国德克萨斯州丹顿市 (Denton) 的公立大学、美国州立大学联盟 (“AASCU”) 的成员北德克萨斯大学 (以下简称 “UNT”) 与位于中国江苏省南京市的高等学府、经中教国际教育交流中心 (下文简称为 “CCIEE”) 批准参加本次合作的教育部认可机构南京邮电大学 (以下简称 “NJUPT”) 共同实施由 AASCU 和 CCIEE 发起的本科生联合培养项目 (简称为 “项目”)。经友好协商后, UNT 和 NJUPT (合称为 “学校”) 签订本协议 (以下简称 “协议”)。

内容详述

鉴于学校双方均为高等教育机构, 致力于为学生提供形式多样、意义丰富的教育经历;

鉴于本协议支持 UNT 和 NJUPT 的教学目标;

鉴于本科生联合培养项目可增加学生的学习经历、促进其学术能力的发展;

第 1 条

本科生联合培养项目

双方同意采用以下项目形式作为一种相互承认学分的联合培养项目:

1.01 项目内容。UNT 和 NJUPT 应共同合作实行本科生联合培养项目。一方学校的学士学位课程应可转至合作学校进行对应认证, 如 1.05 条所示。

根据 UNT 的政策和学位要求, UNT 应单独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 NJUPT 的政策和学位要求, NJUPT 大学应单独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 NJUPT 大学应独立授予学位证, 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要求:

- a) 必须是在 NJUPT 全日制在校本科生。
- b) 必须证明其在 NJUPT 的学业成绩符合 UNT 访学要求。
- c) 必须证明父母或者亲戚是学生的唯一资金来源。

NJUPT 与中教国际教育交流中心 (CCIEE) 合作, 对报名学生进行遴选。这些候选人应以本科访学生的身份向 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。UNT 应该按照其正常的录取要求与步骤录取符合条件的学生。

除了英语能力要求，对于满足其他所有入学条件的候选人，UNT 应准许入学。而在以 UNT 同意的方式满足 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，获得学校双方的准许，才能成为一名项目参与人员（即“学生”）。

1.03 项目时间表。 为完成该项目，学生应首先在 NJUPT 完成至少一年的本科课程。在 NJUPT 完成至少一年的本科学业且被 UNT 录取后，学生可在 UNT 继续本科学习。在 UNT 完成剩下的本科专业课程，从而获得 UNT 本科学位。在完成 UNT 本科学习后，学生可获得 UNT 单独授予的本科学位证书。如果 UNT 入学通知书规定了英语语言能力要求，且该学生尚未满足要求，可在 IELI 开始英语语言的学习。成功完成 IELI 六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 NJUPT，完成 NJUPT 的学位要求，从而获得 NJUPT 单独授予的本科学位。在理想情况下，学生可以在第四年返回 NJUPT；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。在 UNT 工程学院学习的学生可能会在第五年或者五年后回到 NJUPT 继续学习。

1.04 项目协调员。 每个学校应各自指定一名项目协调员来协调访学计划，联络学业顾问，并在其它方面给予学生指导和建议。

1.05 学分转换。 UNT 和 NJUPT 之间的所有互转课程必须根据每个学校各自的认证机构设定的要求进行评估。根据要求，学校双方应当及时给合作学校提供必要的课程信息（如课程描述/教学大纲）。学校双方应当在课程描述发生重大变化或课程停止时通知合作学校的项目协调员。根据每个学校的认证标准，学校双方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并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。NJUPT 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 NJUPT 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 NJUPT 大学应分别给学生授予学位证，UNT 和 NJUPT 大学印章决不能出现在同一张证书中。如果该学生没有完成学校规定的要求，那么学校不得向该学生授予学士学位。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。学校双方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，包括与学生行为和学业进度相关的政策。甚至在选修其他学校的课程时学生也应遵守该校所有政策和程序。NJUPT 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，参与访学计划的学生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 政策进行做出相应的考虑、采取适当的行动。在一定程度上，UNT 可能需要采取具体措施以审查这种不端行为，NJUPT 同意提供方便并提供可能需要的信息。

1.08 资源和设施。为了完成项目目标，UNT 和 NJUPT 应确保在学校上学的学生有足够的资源可用，包括但不限于教室、实验室、图书馆和计算机等设备。UNT 和 NJUPT 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

NJUPT 学校主要责任

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

2.02 学生遴选。NJUPT 应和 CCIEE 合作审查学生大学英语考试成绩，选出满足 UNT 访学要求的候选人，并向 UNT 提出申请。NJUPT 应调查候选人的家庭经济状况（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。NJUPT 应向 UNT 提供每位申请学生的已核实高中毕业文凭。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。为努力确保各学生可以及时完成联合培养，NJUPT 应向 UNT 提供每位学生的 NJUPT 学位（即“NJUPT 学位计划”）所需的课程清单，并提供 NJUPT 学位计划要求的各课程的课程提纲，包括教材和课程清单。NJUPT 应及时提供学位计划所需的课程，但在学生学习过程中不得对 NJUPT 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与项目相关的人员合作，根据第 1.05 条确立的程序确定 NJUPT 和 UNT 之间课程的对接；在预估学生回 NJUPT 时，NJUPT 应指导学生应修的高年级课程。NJUPT 向 UNT 提供学生第一年官方成绩单，以便学生向 UNT 提出本科访学申请。

2.04 课程提供。NJUPT 应向学生提供必要的课程，使学生及时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 NJUPT 修的学位计划。

2.05 学费和杂费。NJUPT 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 NJUPT 就读相应课程时，NJUPT 即应收取学费和杂费。当学生在 UNT 大学就读相应课程时，NJUPT 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。学生在 UNT 学习期间的学费和杂费应交给 UNT，如第 3.09 条所述。

2.06 NJUPT 学位证授予。在学生成功地完成 NJUPT 学位要求之后，NJUPT 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，NJUPT 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 NJUPT 承担。

2.08 校园访问。NJUPT 可接待 UNT 代表对 NJUPT 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 项目的具体日期、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 向 NJUPT 单独提供，这些日期和费用以具体变更为准。

3.02 AASCU-CCIEE(美国州立大学联盟- 中教国际教育交流中心) 会议。UNT 和 AASCU 代表应每年访问中国一次，参加 AASCU-CCIEE 年度会议，以会见申请此项项目的学生。

3.03 UNT 录取。UNT 大学掌握录取决定，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，则可进入其它专业学习。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 IELI 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 IELI 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 应给合格学生提供相应移民局要求的文件。UNT 代表应和 AASCU（美国州立大学联盟）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 NJUPT 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 将保留学生的护照/签证副本。

3.06 学位计划。每个在 UNT 攻读学位的学生均遵照学业导师设计的个性化 UNT 学位计划（即“UNT 学位计划”）进行学习。在设计和执行 UNT 学位计划期间，学校双方项目协调员应进行合作，协调 UNT 学位计划和 NJUPT 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 NJUPT 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 NJUPT 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 政策和程序制作及记录成绩单。该项目计划应遵循包括 UNT 审核标准内的 UNT 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 应只将信息和成绩单提供给 NJUPT。UNT 应将学生在美学习期间学生的调整、进度和成绩情况以及在 UNT 的课程作业完成情况告知 NJUPT。同时，向 NJUPT 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 IELI 英语能力水平所需的附加 UNT 功课学杂费。学生应就其毕业计划支付所有学费和学杂费。学生还应支付本科专业学习和 IELI 课程的学费（如需）和学杂费。

3.10 学生助学金。如果学生能够获得和/或将要收到联邦助学金（FSA），且已被 NJUPT 录取并将前往 NJUPT 就读，UNT 仍有责任发放联邦助学金并监测学生是否有资格获得助学金。如果学生要支取助学金，UNT 应根据相关政策和程序计算联邦助学金、发放助学金、监测合理进度、查看学生是否符合要求、保持记录以及返还资金。

根据 20 U.S.C. § 1094 规定，UNT 是一所符合条件的学校。而 NJUPT 不具有相应资格，因为（一）NJUPT，没有参与《高等教育法案（“HEA”）》的第四章项目资格被美国教育部长终止。；（二）NJUPT 未曾根据由美国国家发证机构、认证机构、担保人或教育部长发起的终止、陈列、暂停或相似类型的法律程序，自愿从 HEA 第四章项目撤出；（三）NJUPT，没有参与这份 HEA 第四章项目的资格，被美国教育部长取消；（四）未曾申请 HEA 第四章项目参与再次资格，被美国教育部长拒绝；或（五），没有 HEA 第四章项目的参与申请，被美国教育部长拒绝。

3.11 住宿、膳食和杂费。UNT 应去机场迎接参加该项目的学生。学生在读期间需自己提供交通、住房、食物和各项费用。UNT 和 NJUPT 可能会协助学生住房、交通和/或解决膳食问题，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。UNT 将授予那些出色地完成 UNT 学位要求的学生美国学士学位。

3.13 教员访问。根据单独签订的协议，UNT 大学可向 NJUPT 派遣教员视察课程情况，并和 NJUPT 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 NJUPT 代表对 UNT 进行业务相关的校园访问。所有访问费用应由 NJUPT 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。NJUPT 未经 SACSCOC 认证，所以 UNT 资格认证不适用于也不涵盖 NJUPT 或其学生。此外，虽然 UNT 同意接受 NJUPT 的某些课程，并加在学位计划要求学分内，但即便该课程成绩出现在 UNT 发出的成绩单上，转入的其他学院或大学可能不会接受该学分。考虑是否接受学分或功课是由接受学校决定的。

4.02 NJUPT 认证。NJUPT 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 NJUPT 资格认证不适用于也不涵盖 UNT 或其学生。此外，虽然 NJUPT 同意接受 UNT 学校的某个课程，并 NJUPT 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 NJUPT 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的。

4.03 认证遵守。SACSCOC 要求查看项目相关文件以审核认证相关问题，则学校双方应通力合作，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。如果协议或计划将导致 UNT 丧失认证或遭受 SACSCOC 制裁，UNT 保留采取任何行动的权利，包括根据本协议第 6.03 条终止本协议。

第 5 条

责任、税费和法律遵守

5.01 责任和保险。经明确书面同意，UNT 和 NJUPT 双方均不对另外一方的行为负责，也不对其行为后果负责；在法律允许的范围内，因本协议或项目产生的任何性质的伤害、损害、损失或损坏，双方将限制对方个人责任并向对方索赔第三方赔偿。除非法律禁止，此限制适用于任何责任声称或诉讼请求。此外，UNT 和 NJUPT 达成共识，双方应根据本国的适用法律法规维持保险金额。UNT 不给学生提供相应保险。NJUPT 学生应自己购买保险。

5.02 税费。UNT 和 NJUPT 应分别对本协议产生的征税义务负责。具体来说，UNT 应遵守美国税法对涉及此项计划的相关法律规定。NJUPT 也应遵守中国税法对涉及此项计划的有关法律。双方不对彼此应遵守的适用税法负责。

5.03 保密性。UNT 应根据美国《家庭教育权和隐私权法案》（FERPA）的相关规定，严格保密学生个人信息。未经允许不得泄露学生个人信息。UNT 和 NJUPT 需要对此项

目内容保密。此外，在合作的过程中，学校一方可能会需要另一方提供较为机密、敏感的信息。

5.04 美国《反海外贿赂行为法》。学校双方达成共识，对于本协议的相关事务，任何一方不得直接或间接向政府人员、政党、官员、政治候选人或其雇员以及任何第三方提供、许诺、给予任何有价值的东西；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目的是为了获得或保持业务。另外，学校双方也明确同意，对于本协议的相关事务，各方不应采取或逃避采取任何可能导致对方违反美国适用法律的措施。适用法律也包括《美国反海外腐败法》

5.05 美国反经济抵制法。学校双方同意不采取任何会导致对方违反美国反经济抵制法有关法律法规的行为，也不允许直接或间接地参与或配合他人进行任何可能受到美国税务罚款的国际经济抵制行为。（任何可能违反美国法律并受到美国税务罚款的国际经济抵制行为。）

5.06 美国贸易和出口法规。学校双方同意不采取任何导致对方违反美国财政部有关规定的行为，包括海外资产控制办公室（OFAC）要求实施和执行的法规，比如禁止与特殊指定国家（SDNs）有贸易往来。学校双方同意不采取任何导致对方违反美国商务部有关规定的行为，包括美国《出口管理条例》（EARs）；也不同意采取违反美国国务院有关规定的行为，包括《国际武器贸易条例》（ITAR）。

第 6 条

期限与协议终止

6.01 期限。本协议自学校双方代表签字，并自2018年8月1日生效实施，有效期为五年，若其中一方提前停止执行该协议，则协议终止。如果需要更新项目内容，本协议可以在协议终止日之前的任何时间进行更改修正。只需学校双方的授权代表签订一份书面协议。

6.02 纠纷调解。一般来说，学校双方应共同努力解决可能因本协议而产生的任何纠纷。如果双方未能成功解决正常合作过程中产生的纠纷，可以寻求校内上级负责人的帮助，直到双方解决矛盾。如果学校双方仍不能根据协议调解纠纷，应提交议题，由各个学校选出两名能解决此矛盾的高级成员进行调解。纠纷调解产生的行政成本应由两个学校平均分摊。

6.03 协议终止。本协议可以由学校一方的指定权力机构终止，但要提前两（2）个月向对方发出书面通知。如果本协议终止，经学校双方同意，可以继续提供相应服务，使学生能够完成其学习项目。双方学校应以保护学生的利益为主要目的。

6.04 不可抗力。如果因不可抗力因素导致某一方学校未能履行或延迟履行其在该协议内的任何义务，则该学校可暂时停止履行受到不可抗力因素影响的义务，暂停时间应以具体情况的合理需要为准。不可抗力因素包括但不限于战争、革命或叛乱；恐怖袭击；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（不是因 UNT 或 NJUPT 的作为或不作为所致）；或政府行动（包括任何法律、法规、法令的颁布或教员签

证或居留证遭拒等情况)；在类似国际事务中，被公认为不在合理控制范围内的其他任何不可抗力事件。受影响学校应采取适当措施，尽量减小或消除不可抗力因素造成的影响，并在最短时间内尝试恢复履行受到不可抗力因素影响的义务。

6.05 不可抗力性终止。应某一方学校的要求，此协议可能会因不可抗力因素而终止：(i) 双方继续根据本协议实施的教育计划受到威胁；(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，学校双方充分讨论并积极寻求解除协议终止的合理办法。如果某一方要求启动不可抗力性终止，则该学校应在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并提出希望终止本协议的要求。

6.06 失去 AASCU 或 CCIEE 批准。如果一方或学校双方失去 AASCU 或 CCIEE 批准参与中美高等教育和职业发展合作的资格，则本协议应在批准撤销之日自动终止。受影响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，经学校双方同意，可以继续提供相应服务，使学生能够完成其学习项目。

6.07 修正。只有获得学校双方授权代表的明确书面同意之后，才能变更、修改或修正本协议。

6.08 补充协议。本协议的条款和条件可以在学校双方授权代表执行的一份或多份独立补充协议中进行补充说明。

6.09 可分割性。如果本协议中的一条或多条规定和任何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，则该无效或不可执行的条款不得影响协议内的其他条款。同时要对无效或无法执行的条款进行修改，使其有效且可以执行，并尽最大可能符合该条款的原意，再按照修改后的条款解释和执行整份协议。

第 7 条

杂项

7.01 名称和标志的使用。UNT 和 NJUPT 可自由借鉴本项目或使用对方的名称。但是任何印刷使用对方学校名称、商标或标志必须在出版之前提交对方审查并获得批准。审核请求包括印刷媒体和电子媒体等方式。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。学校双方均不得使用 SACSCOC 的标志。

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 NJUPT、UNT 签名。CCIEE, AASCU, NJUPT 和 UNT 保留中英文协议各一份。

7.03 整体性。本协议阐述了学校双方对协议的完整理解，主要讨论了相关项目话题，自其执行之日起生效。此外还应根据需要制定补充协议，以详细说明学校双方对此项目的认识。若无明确说明，所有补充协议应符合本文所包含的条款。补充协议自学校双方执行之日起生效。

本协议自学校双方最后签字，并自2018年8月1日生效实施。学校已经安排各自正式授权的代表执行本协议，特此为证。

NANJING UNIVERSITY OF POSTS AND
TELECOMMUNICATIONS

南京邮电大学

Signature:

代表签名

Name: 张志华

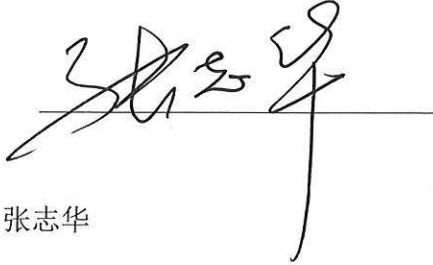
姓名

Title:

职位 副校长

Date:

日期



6/24/2019

UNIVERSITY OF NORTH TEXAS

北德克萨斯大学

Signature:

代表签名

Name:

Dr. Jennifer Evans-Cowley

姓名

Title:

Provost and Vice President for
Academic Affairs

职位

教务长兼学务副校长

Date:

日期

6/11/19

Acknowledged by:

见证人

Signature:

代表签字

Name:

名字: Dr. Hanchen Huang

Title: Dean, College of Engineering

职位: 院长, 工程学院

