COOPERATION AGREEMENT

Between

The Northeast Normal University,
The People’s Republic of China

And

The Board of Trustees of
Southern Illinois University,
United States of America

September 2013
Parties to the Agreement:

Party A

Name: Northeast Normal University (NENU)
Address: Renmin Street 5268, Changchun City, Jilin Province, China
Legal Representative: Liu Yichun
Telephone: (86) 431 85099324
Fax: (86) 431 85684027
Email:

Party B

Name: Board of Trustees of Southern Illinois University on behalf of Southern Illinois University Carbondale (SIU)
Address: 1220 Lincoln Dr. Carbondale, IL 62901
Legal Representative:
Telephone: (618) 453-2121
Recitals

1. WHEREAS, Party A and Party B have previously entered into a Memorandum of Understanding that contemplates the establishment of cooperative “3+1 Programs,” bachelor’s degree programs, among other things;

2. WHEREAS, the intent of this Cooperation Agreement is to establish such a “3+1 Program” between Party A and Party B through creation of a collaborative undergraduate program in Accounting (“the Program”);

3. WHEREAS, each Party is ready, willing, and able to undertake the Program;

NOW, THEREFORE, the Parties mutually agree as follows:

SECTION 1: PROGRAM CREATION

1.1 Both parties will jointly design the degree plan for the Program. The Program will be carried out in two stages. The first stage shall consist of three initial years of full time study by the participating student at Party A, completion of set curriculum (obtain official transcripts from Party A), and at the same time fulfillment of the language requirements of Party B for entry to Business School of Party B. The second stage consists of one year of study by the participating student at Party B where, upon successful completion of Party B’s curriculum for Accounting, students will receive a certificate of completion from Party B.

1.2 The procedures put in place by Party A and Party B for the design and operation of the Program shall comply with the requirements of the relevant authorities in the People’s Republic of China. Party A may vary its procedures to ensure its continuing compliance with these requirements provided that it promptly provides written notice to Party B of any changes that will materially affect Party B, the Program, or the requirements thereof.

1.3 Party A will ensure that the procedures put in place by Party A and Party B for the design and operation of the Program comply with the requirements of the Code of Practice and the Framework for Higher Education Qualifications
published by the Quality Assurance Agency for Chinese Higher Education and, where relevant, subject benchmarking information recognized by US Higher Education Quality Assurance Agencies and all applicable State and Federal (United States) law. Under the terms of this Agreement Party B is permitted to vary its procedures to ensure its continuing compliance with these requirements provided that it promptly provides written notice to Party A of any change that will materially affect Party A, the Program, or the requirements thereof.

1.4 Once implementation has begun for the Program, both parties should collaborate to increase their understanding of their counterparts’ educational system.

SECTION 2: PROGRAM OBJECTIVES AND PRINCIPLES

Through the Program the two parties aim to share the educational resources between them, carry out reform on the curriculum structure, teaching methodology and course content, promote this field’s construction and development, and train undergraduate students to possess a solid foundation in accounting, and international communication ability, capable of managing accounting in international enterprises and other business areas.

SECTION 3: PROGRAM CONTENT AND MODES OF COOPERATION

2.1 Length of Schooling

The length of schooling for the Program is 4 years. Students spend the first three years at Party A studying full-time the jointly recognized and articulated curricula. After successfully completing all course work and meeting certain English language requirements as specified by Party B, the students enter Party B to study the second stage curriculum for one year.

2.2 Entry Requirements

Students entering the program must meet the requirements below:

(1) Obtain qualifying scores for entry into Party A on the national or provincial college entrance exam of the People’s Republic of China.

(2) Before entering Party B for study,
a) Students must successfully complete the first three years of the jointly recognized curriculum (all courses must be completed with a passing grade, and the minimum overall mark must be a minimum of 85% and will be reviewed annually).

b) Students must submit certificates of proficiency in English language (minimum acceptable score is IELTS 6.0 or a score of 68 on TOEFL).

2.3 Registration (Admission and Enrolment)
Under the terms of this Agreement, enrolled students will first be registered by Party A. Students satisfying the requirements of Section 2.2 of this Agreement will obtain Party B’s letter of acceptance. Post enrollment student management should comply with all the related domestic laws and regulations of Party B.

2.4 Awards
After completing all the credits for the Program’s jointly designed cooperative degree plan, the students will receive an undergraduate certificate/a Bachelor of Management degree conferred by Party A and a certificate of completion conferred by Party B. Students who cannot complete their study at Party B due to visa or other elements, will continue to study at Party A and upon completion of the required credits, students who comply with related Chinese law and regulations will receive an undergraduate certificate and a Bachelor of Management degree conferred by Party A.

2.5 Implementation of Teaching
(1) Academic Requirements
The standards of the jointly formulated degree plan, curriculum setup, and curriculum content shall not be lower than domestic standards at Party B. Party B will advise on the syllabus and teaching material for the specialized core curriculum implemented at Party A.

(2) Teaching Arrangements
Teaching will be performed by members of academic staff, in accordance with the normal teaching and quality assurance practices at Party A and Party B respectively.

(3) Teaching Materials
Regarding this programmer’s established curriculum, the stage of study at Party A
shall use jointly approved teaching materials/textbooks (textbooks or materials in English will serve as the main teaching materials, and materials in Chinese as supplementary materials). The stage of study at Party B shall use teaching materials all in English.

(4) Teaching Evaluation
For the teaching contents implemented at Party A, courses which use Party A teaching materials shall be jointly evaluated by Party A and Party B in accordance with the Party A’s teaching management regulations; courses which use Party B teaching materials shall be evaluated by an evaluation standard provided by Party B. Teaching contents implemented at Party B shall be evaluated by Party B.

2.6 Student Recruitment Plan
The program’s student recruitment plan shall be jointly formulated by both parties and will be implemented by Party A.

SECTION 3: OBLIGATIONS OF EACH PARTY

3.1 Obligations of Party A
(1) Responsible for filing an application for the program with Chinese educational administrative departments.

(2) Responsible for participating in discussions with Party B regarding curriculum setup, teaching methodology, program management, and student issues.

(3) Responsible for arranging Party A’s staff members to be responsible for the implementation of the program.

(4) Responsible for student enrolment and management while students are studying at Party A.

(5) Responsible for conducting courses in accordance with the agreed upon cooperative program curriculum and ensuring the quality of the teaching for stage one of the program.

(6) Responsible for assisting Party B’s staff members with Chinese visa application and, if appropriate, providing convenient conditions for Party B staff guest lecturing at Party A.

(7) Responsible for awarding degrees and certificates to those students who complete
all the requirements.

(8) Responsible for not releasing information to the media, neither making public announcements, nor publishing information related to this programmed which may affect Party B’s interests without Party B’s written consent.

3.2 Obligations of Party B

(1) Responsible for participating in discussion with Party A regarding curriculum setup, teaching methodology, program management, and student issues.

(2) Responsible for providing guidance and assistance to Party A for carrying out the first two years’ degree plan.

(3) Responsible for accepting students who meet the requirements in Section 2.2 of this Agreement directly into Party B’s accounting program and awarding a Bachelor degree to students who successfully complete all the requirements.

(4) Responsible for providing assistance to students in visa application and advising on accommodation for them.

(5) Subject to the law of the jurisdiction in which Party B is located, Party B shall not release information to the media, make public announcements, or publish information related to the Program which may have a materially negative effect on Party A’s legitimate interests without Party A’s written consent.

SECTION 4: JOINT MANAGEMENT COMMITTEE

Party A and Party B will jointly establish a management committee to effectively run the joint program and to facilitate ongoing discussions regarding other cooperative activities. The committee will comprise eight members, four members from Party A and four from Party B. Each of the parties to the agreement shall nominate one person to be a director of the Joint Management Committee; other committee members will be managing members. Managing members will meet at least once a year at Party A or Party B, and at other times should immediately discuss any problems arising through electronic communication (e.g. teleconference or email).

SECTION 5: FINANCIAL MANAGEMENT

5.1 Tuition fees for the Program’s study portion taking place in China will be determined by Party A according to education and teaching costs and will be
charged after being reported to and approved by Financial Bureau of Jilin Province.

5.2 The fees for the Program collected by Party A shall be deposited into a special account for the Program and will be earmarked for the Program’s use.

5.3 Tuition standard for the study portion at Party B will be decided by Party B and shall be charged according to the then-existing in-state tuition rate as provided to Party A’s students as stipulated in the existing Memorandum of Understanding between Party A and Party B.

SECTION 6: INTELLECTUAL PROPERTY RIGHTS

1. Party B holds all Intellectual Property rights for any teaching materials prepared solely by it which forms part of the joint program. Party B holds sole copyright for materials supplied to Party A for the joint program. These materials are supplied solely for use in delivering the joint program.

2. Party A will not infringe on the intellectual property rights for any teaching outlines and curriculum provided by Party B.

3. Party A holds all Intellectual Property rights for any teaching outlines prepared solely by it which forms part of the joint program. Party A holds sole copyright for materials supplied to Party B for the joint program. These materials are supplied solely for use in delivering the joint program.

4. Party B will not infringe on the intellectual property rights for any teaching materials and curriculum provided by Party A.

SECTION 7: CONFIDENTIALITY

1. The parties shall not, without the written consent of the other party, disclose any of the contents of this Agreement to any third party except for any necessary disclosure to professional advisers of that party or any organizations, government bodies or departments having jurisdiction over either party or as otherwise required by the law of the jurisdiction in which the disclosing Party is located.
SECTION 8: DURATION, MODIFICATIONS, TERMINATION AND LIMITATION OF LIABILITY

1. The purpose of this Agreement is for the fulfillment of the graduation of four cohorts/classes of students enrolled in four successive academic years. A review will be conducted at the end of collaboration year 2 to decide whether to continue or terminate the Agreement. In the first year of intake by Party A, the maximum number of students will be 100. This number may be increased thereafter by mutual agreement between the two Parties up to 150. No later than six months before this Agreement expires, both parties should discuss whether to renew the agreement.

2. This Agreement may be modified only in a written instrument signed by both Parties' authorized representative(s). Amendments will take effect upon signatures of both parties authorized representatives.

3. This Agreement may be terminated by either Party with or without cause and without penalty or liability by providing 30 days written notice. Termination shall be considered effective 30 days from the non-terminating Party’s receipt of such written notice or as agreed in writing by the Parties’ authorized representatives. For terminations without cause, all provisions of this Agreement must be honored with respect to students who have already begun the Program on the date of the non-terminating party’s receipt of the termination notice. In the event of termination for cause, all students who have already begun the Program shall be permitted to continue provided that upon the effective date of the termination for cause those students’ admission to and studies at each institution shall be governed by and subject to the standard rules, regulations and procedures of that institution irrespective of the terms of this Agreement.

4. Termination under this section shall not prejudice or affect any right of action or remedy which may have accrued or shall thereupon accrue to the parties. Any provisions of this Agreement that by their nature would survive its termination shall continue to operate following termination, including without limitation the provisions of Section 6 herein.

5. The liability of either party for any breach of this Agreement or arising in any
other way out of the subject-matter of this Agreement, will not extend to any
punitive, exemplary, incidental or consequential damages or losses including
(without limitation) loss of profits.

6. Notwithstanding any other term of this Agreement, in no event shall the maximum
liability of either Party under or otherwise in connection with this Agreement or its
subject-matter exceed the return of all tangible resources provided for under this
Cooperation Agreement, if any..

SECTION 9: DISPUTES

9.1 If there is a difference in the interpretation or implementations of this
Agreement, both Parties agree that they will first Endeavour to resolve it by
informal discussions between the respective members of the Joint Management
Committee established in this Agreement. Should the dispute not be resolved by
the Joint Management Committee within 30 days, the matter shall be referred to the
Dean or head administrator of each Parties’ respective School of Business, who
shall negotiate the dispute in good faith. In the event the aforementioned
negotiations of the Deans/head administrators fail to resolve the issue within 30
days, then the Agreement shall be considered terminated without penalty or liability
to either Party.

SECTION 10: MISCELLANEOUS

10.1 If either party is unable to perform any or all of its obligations under this
Agreement (other than those provided in Section 6 which shall in no event be excused)
due to event(s) that is/are beyond control, including without limitation: earthquake,
typhoon, flood, fire, natural and man-made disasters, war, or other unpredictable,
unavoidable factors, the affected party shall be relieved of any and all of its
obligations under this Agreement that are impacted by the unavoidable event. The
affected party must inform the other party of the event in a written notice without
delay and take reasonable measures to minimize the impact of the event on the
affected party’s ability to perform its contractual obligations, provided that if the
affected party continues to be prevented by the event from performing its obligations under this Agreement for a period of time in excess of 60 days, then this Agreement shall terminate without penalty or liability to either Party.

10.2 This Agreement exists in both English and Chinese version; two versions of each with a total of 4 copies - both language versions are identical in content. If there are any discrepancies between the English and the Chinese versions of this Agreement, the English version shall prevail.

10.3 All material implementations of and amendments to this Agreement must be verified by authorized signatories in written form. If any condition or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected. This Agreement constitutes the entire agreement between the parties relating to the subject matter of the agreement and supersedes all prior negotiations representations and understandings whether written or oral except this condition shall not exclude fraudulent misrepresentation.

10.4 This Agreement goes into effect after signing by both Parties and on the day of the approval by China’s Ministry of Education.

10.5 Each of the individuals signing below represents and warrants that he or she is authorized to sign this agreement on behalf of his or her respective Party and to bind that Party to the terms hereof.

[SIGNATURE PAGE TO FOLLOW]
Party A

Legal Representative Signature
(or authorized representative signature):
Liu Yichun

Notheast Normal University

Date (dd/mm/yyyy):
Oct. 9, 2013

Party B

Legal Representative Signature
(or authorized representative signature):
Rita Cheng

Southern Illinois University

Date (dd/mm/yyyy):
09-10-2013