

Educational Services Agreement

BETWEEN

Concordia University, Wisconsin

UNITED STATES OF AMERICA

AND

Shanghai Normal University, Tianhua College

PEOPLE'S REPUBLIC OF CHINA

FOREWORD

In recognition of the importance of international education and in the name of mutual cooperation and respect, Concordia University, Wisconsin (hereafter CUW) and Shanghai Normal University, Tianhua College (hereafter SHNUTHC) agree to collaborate in the development and administration of SHNUTHC's degree program for Chinese national undergraduate students in the area of Rehabilitation Science. Based upon mutual agreement in the Memorandum of Understanding dated October 2015, both parties agree on the following principles as a supplementary agreement to the MOU.

1. COLLABORATIVE PARTIES

Party A: Shanghai Normal University Tianhua College

1661 North Shengxin Road, Jiading District, Shanghai, China, 201815

Legal Person: Zou, Rongxiang, Chairman of the Board

Party B: Concordia University, Wisconsin

12800 N. Lake Shore Drive, Mequon, WI, USA, 53097

Legal Person: Patrick T. Ferry, President

2. PROGRAM OBJECTIVES AND LEARNING OUTCOMES

- 2.1 Program objectives: to promote educational and cultural exchange between China and the United States, especially through collaboration in the Rehabilitation Science program. This educational collaboration will introduce best practices in Rehabilitation Science from CUW, and operate on the principle of non-profit.
- 2.2 Learning outcomes: to train high quality student teachers who have a global vision of Rehabilitation Science, and who are ready to start a career of rehabilitation in hospitals and medical institutions or continue to conduct research in related disciplines.

3. PROGRAMMING DETAILS

- 3.1 Program name: a cooperative international undergraduate degree program in Rehabilitation Science between CUW and SHNUTHC (the Program).

- 3.2 Enrollment and admission: this Program will enroll a maximum of 100 new students each year at the location of SHNUTHC. Students will be selected based upon their admission scores of the Chinese National Entrance Examination for College. All supporting documentation for new students will be made available to CUW's International Admission Department after enrollment. Accurately translated English copies will accompany all credentials and other relevant documents.
- 3.3 Duration of study and Degrees: fulltime, four years in China, qualified students who meet the graduation requirement of SHNUTHC will be issued SHNUTHC's graduation certificate and bachelor degree. Qualified students who meet CUW's international students admission standards will be selected to study at CUW for their third year and for a minimum of 36-credits, which will normally be completed within one year. All students will be required to take internship and complete thesis for graduation in China during their fourth year. Each student who has studied at CUW campus for one year and successfully completes the course work and meets graduation requirements will receive Bachelor's Degrees from CUW and SHNUTHC (Double Degrees). For those who do not have chance to study at CUW campus will be issued a certificate of completion of this Program by CUW.
- 3.4 Study plan and schedule: the study plan is jointly designed by the two parties. Students will be enrolled in the courses jointly designed by the two parties. They will be taught as shown in appendix I, either in Mandarin or English. One third of the courses will be taught by CUW instructors on the campus of SHNUTHC; and two thirds of the courses will be taught by faculty from SHNUTHC.
- 3.5 SHNUTHC will designate a teaching assistant to each CUW faculty member who will teach at SNUTHC Campus. If needed, the teaching assistant and related faculty members/administrators will be sent to CUW for training in order to improve the level of SHNUTHC's teaching and management.

4. RESPONSIBILITIES OF THE TWO PARTIES

4.1 SHNUTHC is responsible for:

- 4.1.1 obtaining approval for the proposed Program from Chinese education authorities to deliver the international collaborative Program in Rehabilitation Science;
- 4.1.2 undertaking student recruitment, admission, administrative support for the Program students; select students who fulfill CUW's requirement to continue their third year of study on the CUW campus;
- 4.1.3 co-developing with CUW curriculum, syllabus and related teaching materials;
- 4.1.4 providing the classroom, necessary teaching facilities and resources including teaching staff at the SHNUTHC campus;
- 4.1.5 meeting Chinese quality assurance standards in China and the day-to-day management of the Program in China;
- 4.1.6 providing food and lodging and local transportation for CUW instructors who come to SHNUTHC to teach;
- 4.1.7 issuing a Bachelor Degree from SHNUTHC to qualified students in this cohort;

4.2 CUW is responsible for:

- 4.2.1 providing requested documents to support the Program approval;
- 4.2.2 co-operating with SHNUTHC for third year student enrollment at CUW;
- 4.2.3 co-developing with SHNUTHC the curriculum, syllabus and related teaching materials;
- 4.2.4 providing the classroom, necessary teaching facilities and resources including teaching staff for the third year of study on the CUW campus;
- 4.2.5 providing CUW instructors to teach courses at the SHNUTHC campus, and providing necessary assistance and advice to CUW instructors in delivering the agreed courses in China;
- 4.2.6 ensuring CUW instructors who come to SHNUTHC to finish courses, and obtaining approval from Party A before changing teachers.
- 4.2.7 admitting qualified students, providing necessary documents and assistance to students in obtaining visas and necessary support services that are equal to other exchange students who study at CUW;
- 4.2.8 issuing a Bachelor Degree to qualified students who have studied for one year at CUW and meet CUW's degree requirements and ensuring that certifications are the same as the Bachelor Degree awarded in the U.S.A, and recognized by the State of Wisconsin and United States Government. Issuing a certificate of participation to students who have not been to CUW but finished the jointly-designed courses at the SHNUTHC campus.

5. MANAGEMENT AND OPERATION

- 5.1 The two parties will set up a management team for the "cooperative international undergraduate degree Program in Rehabilitation Science between CUW and SHNUTHC". Academic and administrative points of contact will be:

Dr. Zhen Hu

Director, International Programs

Shanghai Normal University Tianhua College

1661 North Shengxin Rd, Jiading Dist., Shanghai, China 201815

Tel: 0086-21-39966179

Email: zhu@pacific.edu

Dr. Theodore King

Director, Rehabilitative Science

School of Health Professions

Concordia University, Wisconsin

12800 North Lake Shore Drive, Mequon, Wisconsin 53097

Tel: 1-262-243-4439

Email: Theodore.King@cuw.edu

5.2 Financial management

- 5.2.1 In accordance with regulations for the collection of fees approved by the government in Shanghai and China during the period of time the students are studying in China, all tuition fees will be used in the teaching practice, student services and management etc. SHNUTHC will collect tuition from students for their study in China. SHNUTHC will financially support the teaching undertaken by CUW instructors in China, at a mutually agreed rate that reflects the actual cost for faculty compensation. SHNUTHC will make the agreed upon payments to CUW within the first month after teaching by CUW instructors commences;
- 5.2.2 For students who continue with their third year program at the CUW campus, CUW will charge tuition based upon the current international student tuition rate published on the CUW website;
- 5.2.3 Both parties agree to annually review the above-mentioned financial management and fee policy and make changes mutually, as necessary.

5.3 Residual obligation to students

- 5.3.1 In the event that provisions for early termination of this Agreement are invoked, both CUW and SHNUTHC recognize their residual obligations to students and agree to continue to work together throughout the duration of the period of written notice of termination to ensure that any student enrolled in the Program before the date of early termination is given the opportunity to complete their Program of study and obtain the expected certificates or degrees.
- 5.3.2 All teaching plans, syllabi, teaching contents and assessment standards in this Program from both parties shall meet all necessary quality standards of the countries where the courses are delivered.
- 5.3.3 Party B shall fulfill his obligation to protect students' rights and interests and safety at the CUW campus. If students encounter injuries at the CUW campus, Party B shall inform Party A and parents immediately and take appropriate measures to mitigate and/or minimize further injuries.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 During the period covered by the Agreement, and all its renewals and extensions, all copyrights, patents, databases, rights for geographical names, trademarks (registered or unregistered), applications for registration, trade secrets, rights to know, and any other forms of intellectual or industrial properties that may occur in any parts of the world (hereafter referred as "Intellectual Property Rights") in all the materials provided by either CUW or SHNUTHC to the other party involved in the Program belong to and are vested in the originating party;
- 6.2 Both CUW and SHNUTHC agree to provide the other party with a worldwide royalty free license to use any resources created solely by them to support the delivery of the Program;

- 6.3 The use of CUW and SHNUTHC of all materials supplied by the other party in connection with this Program is restricted exclusively to the Program covered by this Agreement.
- 6.4 Each party warrants that the materials provided by it under this Agreement shall not infringe on the Intellectual Property Rights of any third party.

7. DURATION, LIABILITY AND LAW

- 7.1 The duration of this agreement is ten (10) years, and may be extended by mutual written agreement. The effective start date is the date noted by the last signatory. Any revisions to the agreement require the mutual consent of the two parties.
- 7.2 Each party warrants that it will be responsible for the actions of its employees, agents or others under its direct control in carrying out the Programs.
- 7.3 Responsibility of breach of agreement and termination
- 7.3.1.1 Should early termination of this agreement become necessary for an unforeseen reason or unavoidable and insurmountable circumstances, written notice shall be given to the other party.
- 7.3.2 The agreement will be terminated if the collaborative Program does not receive the approval from relevant authorities, and both parties are not responsible for breach of agreement.
- 7.3.3 Either of the two parties fails to fulfill the obligations of the terms stipulated by the agreement shall be liable and compensate for the losses caused by the actions of the delinquent party.
- 7.3.4 30-days advance notification should be given to the other party if either of the two parties requires terminating this agreement. The agreement shall be terminated after mutual consent.
- 7.3.5 No matter what causes termination of the agreement, appropriate steps will be taken by both parties to fulfill the obligations to students listed in 5.3.1 above.
- 7.4 This agreement shall abide by the laws and regulations based on the principle of territorial jurisdiction. During the period of time in China, all terms, including but not limited to program approval, implementation, teaching materials, students and teachers, shall abide by the laws and regulations of China and Shanghai. During the period of time in the United States of America, all terms, including but not limited to program approval, implementation, teaching materials, students and teachers, shall abide by the laws and regulations of the United States of America and the State of Wisconsin.
- 7.5 In the event that any difference or dispute arises between the parties, both parties agree to attempt to resolve these through friendly discussion. In case aforesaid dispute cannot be settled through discussion, such disputes shall be submitted to the arbitration party, namely, Hong Kong International Arbitration Center (HKIAC).
- 7.6 This agreement shall be kept in triplicate with legal binding force, two for Party A and one for Party B, and is available in both Chinese and English version with legal force.

7.7 This agreement shall come into force after its being signed or sealed by the parties concerned.



Signature

Weiping Shi, Executive Chairman of the Board
Shanghai Normal University Tianhua College

Date:

2016. 4. 20



*This document initialed
before me April 27, 2016*



Signature

Patrick T. Ferry, President
Concordia University, Wisconsin

Date: APRIL 27, 2016

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*Pamela A. Schmitz
County of Ozaukee
My commission
expires
January 15, 2017*

