

MEMORANDUM OF UNDERSTANDING
Between
Shanghai Normal University Tianhua College and University of the Pacific

To develop academic and educational cooperation and to promote relations and mutual understanding between both parties, this memorandum is intended to initiate and implement several projects related to international students and faculty exchange programs. Shanghai Normal University Tianhua College, Shanghai, China (hereinafter "Tianhua") and University of the Pacific, Stockton, California, USA (hereinafter "Pacific") shall reserve the rights to interpret the details of projects and shall communicate with each other in a timely manner if disagreements arise.

AREAS OF COOPERATION

Both parties undertake to promote and develop academic cooperation in the following ways:

1. Encouraging academic exchange and cooperation between the universities;
2. Inviting faculty and staff members, research scholars and/or students for academic visit and exchange;
3. Co-sponsoring seminars, courses, workshops and other academic meetings on matters of mutual benefit;
4. Developing international collaborative programs, such as student exchange program and master degree preparatory program etc.

Student Exchange: Study Abroad Program / ESL Program

Pacific will send its students to Tianhua International College for study abroad experience based on the student's interest. Tianhua will offer a favorable price to Pacific's students.

Tianhua also can send students to Pacific from August to December each year based on Pacific's admission criteria to participate the ESL program with a minimum 12 units.

Preparatory Program

All the courses under academic cooperation should be approved by Pacific and facilitated at Tianhua International College. Pacific faculty may deliver some courses upon requested. Only students with qualified credentials will be admitted to Pacific.

Visiting Scholar Program

Tianhua assigns administration staff and research scholars to Pacific each year for academic and research exchanges. The expense will be paid by Tianhua at a favorable price.

INTERNATIONAL AGREEMENT FOR ACADEMIC COOPERATION

Both parties agree that all specific arrangements and plans for activities are to be negotiated and are dependent on the availability of funds and resources for each such activity.

All detailed description of the scope of any activity described in this MOU and agreed to by the parties shall be defined in a written and signed International Agreement for Academic Cooperation, which shall supplement this MOU.

All International Agreement for Academic Cooperation will include such items as:

1. Elaboration of the responsibilities of each institution for the agreed upon activity
2. Schedules for the specific activity
3. Budgets and sources of financing for each activity
4. Any other items deemed necessary for the efficient management of the activity.

LIAISON OFFICERS/COORDINATORS

Both institutions will each designate one or more Liaison Officer(s) who will share responsibility for implementing and maintaining the agreement. The Liaison Officers will periodically review and report accomplishments resulting from this agreement to their respective institutions.

Liaison Officers from Tianhua:

Wen Shi, Assistant President of Tianhua College

Liaison Officers from Pacific:

Jin Gong, Dean of Graduate Studies, Associate Provost for Research and Collaborative Programs

LEGAL INDEMNITIES AND POLICIES

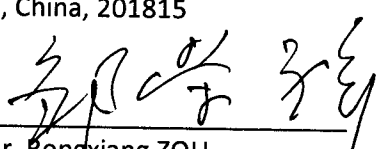
1. No monetary consideration will be exchanged between the two institutions, nor will there be any indemnities, reimbursements for expenses, or sharing of fees or profits arising from the exchange.
2. The parties agree to indemnify and hold one another harmless from any and all claims by exchange participants, their parents, survivors, or agents, arising from any negligent acts or omission on the part of either university or any of their employees. The relationship of Pacific and Tianhua under this agreement shall be that of independent contractors, and a party shall not be deemed, nor hold itself out as being, a partner or agent of the other party. Neither Pacific nor Tianhua shall be liable for acts of the other, nor shall they be liable for the acts of students participating in the exchange.

3. Both institutions subscribe to a policy of equal opportunity and will not discriminate on the basis of race, color, gender, age, height, weight, marital or familial status, ethnicity, religion, national origin, or disability.
4. Notwithstanding Provision 3, the institutions agree that a student of the home institution, who is a national of the country of the host institution, will not be eligible to participate in the exchange without the permission of the host institution. Such participation may not serve the objectives of the exchange.
5. Publicity: Neither party shall use the name of the other in connection with any product, promotion or advertising without the prior consent in writing of the other party.

MISCELLANEOUS

1. This MOU can only be amended in writing by mutual consent of the two parties.
2. This MOU shall be in effect from the date of its signing and be valid for the duration of three years from that date, and will be automatically renewed on an annual basis thereafter, unless terminated or replaced with a new MOU.
3. This MOU may be terminated by either party by written notice at least six months in advance. In case the MOU ceases to be in effect on account of termination thereof, the provisions of the International Agreement for Academic Cooperation shall continue to apply to the extent necessary to secure the continued implementation of existing activities as agreed upon in the agreement.
4. This MOU is written in English in two copies, both of which are authentic. As witness to their consent to this MOU, the appropriate authorities hereunto provide their signatures.

Shanghai Normal University Tianhua College
1661 N. Shengxin Road, Jiading District,
Shanghai, China, 201815


Name: Mr. Rongxiang ZOU

Position: Chairman of the Board of Directors

Date:

University of the Pacific
3601 Pacific Ave,
Stockton, CA, 95204


Name: Dr. Philip Gilbertson

Position: Provost

Date: 5/13/10