

COOPERATION AGREEMENT

Between

**Nanjing University,
The People's Republic of China**

And

**State University of New York at Stony Brook,
The United States of America**

February 2009

Parties to the Agreement:

Party A

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Party B

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Recitals

1. In accordance with relevant laws and regulations, this Cooperation Agreement between Party A and Party B is for the purpose of running a collaborative undergraduate program in Biological Science and Materials Science and Engineering.
2. Both parties will jointly design the degree plan for the collaborative program. The implementation will be carried out in two stages. For students meeting each parties' admission and degree eligibility requirements, the first stage shall consist of two initial years of full time study at Party A, completion of set curriculum (obtain official transcripts from Party A or the specific school implementing the program for Party A), and satisfaction of the language requirements of Party B for entering into study. The second stage shall consist of two years of study at Party B. On completion of Party B's curriculum requirements, (or those of the specific school implementing the program for Party B), qualified students shall receive a certificate of graduation from Party A and a Bachelor of Science or a Bachelor of Engineering degree from both Party A and Party B.
3. The procedures put in place by Party A and Party B for the design and operation of the cooperative program shall comply with the requirements of the relevant authorities in the People's Republic of China. Under the terms of this Agreement Party A is permitted to vary its procedures to ensure its continuing compliance with these requirements.
4. The procedures put in place by Party A and Party B for the design and operation of the cooperative program shall also comply with the requirements of the New York State Department of Education and relevant, subject benchmarking guidelines recognised by United States universities. Under the terms of this Agreement Party B is permitted to vary its procedures to ensure its continuing compliance with these requirements.
5. Once this cooperative program has begun, both parties shall continue to collaborate to increase their understanding of their counterparts' educational system.
6. All activities and programs developed under the auspices of this Cooperative Agreement shall comply with the regulations, policies and procedures of each party as well as the law and regulations of the party's host country, including, by way of example only, the intellectual property laws, immigration laws, applicable portions of the U.S. Export Controls Act, the Higher Education Law of the People's Republic of China, Regulations of the People's Republic of China on Chinese-Foreign Cooperation in Running Schools, and the Implementation

SECTION 1: OBJECTIVES AND PRINCIPLES

Through this cooperative education program, the parties shall share their educational resources; improve the curriculum structure, teaching methodology and course content in biological science and materials science and engineering; promote these fields' construction and development, and train undergraduate students to possess a solid foundation in science and engineering, a strong ability to innovate, a familiarity with the international business environment and improved international communication ability.

SECTION 2: CONTENT AND MODES OF COOPERATION

2.1 Length of Schooling

The length of schooling is four years. Students spend the first two years of the program at Party A studying full-time the jointly recognized cooperative degree plan of a Bachelor of Science in Biology and Bachelor of Engineering in Materials Science and Engineering of the program's first stage. After completing all Party A course work and meeting Party B's English language requirements, qualified students shall be eligible to apply to Party B to study the second stage curriculum for two years. Students must satisfy all Party B eligibility standards and admission requirements prior to acceptance into the second stage of the program.

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) To be eligible to apply to Party B for study,
 - a) Students must successfully complete the first two years of jointly recognized curriculum with a grade point average of at least 3.0).
 - b) Students must submit certificates of proficiency in English language: certificates of TOEFL (a score of at least 80), or other equivalent English language tests.

2.3 Registration (Admission and Enrollment)

Under the terms of this Cooperation Agreement, enrolled students shall first be

registered by Party A. On registration by Party A, Party B shall provide the student a letter of interest for second stage study at Party B. Students satisfying the requirements of Section 2 (2.2) of this Agreement who also satisfy all Party B eligibility standards and admission requirements will obtain Party B's formal letter of acceptance. Post enrollment student management shall comply with relevant United States and New York State laws and Party B regulations.

2.4 Awards

After completing all course credits for the jointly designed cooperative degree plan and satisfaction of all diploma requirements, the students will receive an undergraduate certificate / a Bachelor of Science or a Bachelor of Engineering degree conferred by Party A and a Bachelor of Science or a Bachelor of Engineering degree conferred by Party B. Students who are unable to complete their study at Party B due to visa or other elements, will continue to enter the third and fourth year of study at Party A and upon completion of the required credits, students who comply with related Chinese laws and regulations for graduation will receive an undergraduate certificate / Bachelor of Science or Bachelor of Engineering 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 meet or exceed the domestic standards at Party B.

(2) Teaching Arrangements

Each party separately shall assign faculty whose aptitude and qualifications are considered suitable to both parties to teach in the collaborative degree program. In accordance with relevant New York State Department of Education rules and regulations, Party B will teach up to one-third of the specialized major courses in Years 1 and 2.

(3) Teaching Materials

For the program's established curriculum, the stage of study at Party A shall use jointly approved teaching materials/textbooks. The stage of study at Party B shall use jointly approved English teaching materials.

(4) Teaching Evaluation

Courses which use Party A teaching materials shall be evaluated by Party A in accordance with the Party A's teaching management regulations. Courses which use Party B teaching materials shall be evaluated jointly by Party A and Party B with an evaluation standard provided by Party B. For credit transfer purposes, Party B shall at all times retain the right to evaluate the content and quality of Party A teaching materials and coursework completed by students applying for a Party B degree. For credit transfer purposes, Party A shall at all times retain the right to evaluate the content and quality of Party B teaching materials and

coursework completed by students applying for a Party B degree.

2.6 Student Recruitment Plan

The program's student recruitment plan shall be jointly formulated by both parties and shall be executed after the approval of Chinese educational administrative departments.

SECTION 3: OBLIGATIONS OF EACH PARTY

3.1 Obligations of Party A

- (1) Responsible for filing an application together with Party B for the program with Chinese educational administrative departments.
- (2) Responsible for participating in discussions with Party B about curriculum setup, teaching methodology, program management, and student issues pursuant to relevant regulations of the People's Republic of China on Chinese-Foreign Cooperation in Running Schools at <http://www.moe.edu.cn>.
- (3) Responsible for requiring Party A's staff members to implement the program.
- (4) Responsible for enrolling and managing students together with Party B while students join the dual-degree program.
- (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 applications and, if appropriate, providing adequate housing for Party B faculty teaching at Party A. Party A agrees to pay transportation and living costs for Party B's faculty going to Party A to teach according to related regulations of Party A.
- (7) Responsible for granting a Party A certificate of graduation and a Bachelor of Science or a Bachelor of Engineering degree to students who successfully complete degree courses.
- (8) Responsible for not releasing information to the media, making public announcements, nor publish information related to this program which may affect Party B's interests without Party B's written consent.

3.2 Obligations of Party B

- (1) Responsible for filing an application together with Party A for the program with Chinese educational administrative departments.
- (2) Responsible for participating in discussions with Party A about curriculum setup, teaching methodology, program management, and student issues.
- (3) Responsible for providing guidance and assistance to Party A for carrying out the first two year's degree plan in accordance with relevant state and federal

educational requirements, and complying with the ratio of Party B's curriculum by sending qualified teachers, providing original edition textbooks and teaching materials, recommending teaching materials and providing curriculum evaluation methods and standards.

- (4) Responsible for accepting students who meet the requirements in Section 2 (2.2) of this Agreement directly into Party B's Bachelor of Science or Bachelor of Engineering program and awarding a Bachelor of Science or a Bachelor of Engineering degree to students who satisfactorily complete the credit and diploma requirements at Party B.
- (5) Responsible for enrolling and managing students together with Party B while students join the dual-degree program.
- (6) Responsible for assisting Party A students with U.S. visa applications and providing residence hall space and such services normally provided to Party B's students, in accordance with related regulations of Party B.
- (7) Responsible for requiring Party B's staff members to implement the program.
- (8) Responsible for recruiting faculty to teach at Party A during the first stage of the dual-degree program.
- (9) Responsible for arranging teaching and curriculum training activities for Party A's visiting teachers in related fields of study at Party B. Party B agrees to pay housing costs for visiting Party A faculty.
- (10) Responsible for not releasing information to the media, making public announcements, or publish information related to this program which may affect Party A's interests without Party A's written consent.

SECTION 4: DUAL-DEGREE MANAGEMENT COMMITTEE

Party A and Party B shall jointly establish a management committee to effectively run the dual-degree program and to facilitate ongoing discussions about other cooperative activities. The committee shall consist of six members, three members from Party A and three from Party B. Management of the dual-degree program shall be the responsibility of the Deputy Dean of International College at Party A and the Dean of International Academic Programs at Party B. Oversight is the responsibility of the Office of the Vice President of Research and International Collaborations at Party A and the Office of the Provost and Executive Vice President of Academic Affairs at Party B. Each party to the Cooperation Agreement shall nominate one person to be a director of the Joint Management Committee; other committee members shall be managing members. Managing members shall meet in person at least once a year at Party A or Party B and should immediately discuss related problems through electronic communication (e.g. teleconference or email).

SECTION 5: FINANCIAL MANAGEMENT; STUDENT CONDUCT

1. Tuition charges and fees for the study portion in China shall be determined by Party A according to prevailing education and teaching costs and implemented after being reported to and approved by the Jiangsu Provincial Pricing Bureau.
2. First stage dual-degree program tuition and fees shall be deposited into a special Party A account for the collaborative degree program and shall be earmarked for its exclusive use. Second stage dual-degree program tuition and fees shall be deposited into a special Party B account for the collaborative degree program and shall be earmarked for its exclusive use.
3. Reimbursement of any out-of-pocket costs or liabilities incurred by Party B while implementing the dual-degree program at Party A shall be negotiated by the parties according to the specific situation.
4. Tuition charges and fees for the study portion in the United States shall be determined by Party B based on New York State requirements and international student rates.
5. Students enrolled in the second stage of the collaborative program shall obey all Party B's policies, procedures and conduct codes and United States and New York laws and regulations during their stay in the United States. Violation of any such policies, laws or regulations shall be cause for immediate termination from this program without refund of tuition.

SECTION 6: INTELLECTUAL PROPERTY RIGHTS

1. Party B faculty holds all intellectual property rights for any teaching outlines prepared solely by them for the dual-degree program. Party B holds sole copyright for materials that it supplies to Party A for the dual-degree program. These materials are supplied solely for use in delivering the dual-degree program.
2. Party A should 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 dual-degree program. Party A holds sole copyright for materials supplied to Party B for the dual-degree program. These materials are supplied solely for use in delivering the dual-degree program.
4. Party B should not infringe on the intellectual property rights for any teaching outlines and curriculum provided by Party A.

SECTION 7: CONFIDENTIALITY; RESTRICTION ON COMPETITION

1. Except as otherwise required by state, federal or international law, 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 administrative departments having jurisdiction over either party.
2. Party B shall not, without negotiating with and receiving prior written consent of Party A, propose a similar cooperative program with any other educational institution in China.
3. Party A shall not, without negotiating with and receiving prior written consent of Party B, propose a similar cooperative program with any other educational institution in America.

SECTION 8: DURATION, MODIFICATIONS, AND TERMINATION

1. This Cooperation Agreement shall remain in effect until the graduation of four batches/classes of students enrolled in seven successive school years. Six months before this Agreement expires, both parties should discuss whether to renew the Agreement.
2. This Agreement may be modified or amended only with the written consent of both parties. Any revisions to the Agreement shall be approved by both parties' board of directors or leadership.
3. If either party intends to terminate this Agreement, one-year's prior written notice must be provided and all provisions of this Agreement must be honored with respect to students who are already registered in the program. The other party should positively cooperate with that party.
4. After the Agreement has been terminated, new students shall not be enrolled into the dual-degree program.

SECTION 9: DISPUTES

1. Differences of opinion, disputes and conflicts which may arise during the execution of this Agreement should be referred to the Dual-degree Management Committee of Section 4 of this Agreement and the parties should work hard and earnestly to negotiate a solution.

2. If a solution cannot be devised and Party B is in serious breach of the Agreement which materially impedes the continued implementation of the dual-degree program, to the extent authorized by the New York Court of Claims Act, Party B shall be responsible for all direct losses incurred by Party A.
3. If a solution cannot be devised and Party A is in serious breach of the Agreement, which materially impedes the continued implementation of the dual-degree program, to the extent authorized by the Regulations of the People's Republic of China on Chinese-Foreign Cooperation in Running Schools and Regulations of the People's Republic of China on Implementation Methods for Chinese-Foreign Cooperation in Running Schools, Party A shall be responsible for all direct losses incurred by Party B.

SECTION 10: MISCELANEOUS

1. If either party is unable to perform any or all of its obligations under this Cooperation Agreement due to event(s) that is/are beyond control, such as: earthquake, typhoon fire, war, or other unpredictable, unavoidable event, the other party shall be relieved of its obligations under this Agreement. The affected party must immediately inform the other party of the event in writing and take all reasonable steps to assist the other party with a proper handling of matters relating to the event.
2. This Agreement exists in both English and Chinese versions: eight originals of each, for a total of eight master sets. Both English and Chinese versions carry the same legal effect. Party A shall possess seven original sets and Party B shall possess one original set. Each party may make copies of the originals as needed.
3. This Cooperation Agreement goes into effect after signing and on the day of the approval by China's Ministry of Education.

Party A

Party B

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Date : *Feb. 27, 2009*

Date : *March 13 2009*