ISEC PROGRAM COOPERATION AGREEMENT

ISEC 项目合作协议
ISEC PROGRAM COOPERATION AGREEMENT
BY AND BETWEEN
CHINA SCHOLARSHIP COUNCIL DONGFANG INTERNATIONAL CENTER FOR EDUCATIONAL EXCHANGE
AND
ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF NORTHERN ARIZONA UNIVERSITY

This ISEC PROGRAM COOPERATION AGREEMENT (hereinafter referred to as the “Agreement”) is entered into by Dongfang International Center for Educational Exchange (hereinafter referred to as “Dongfang”), an administrative organization of international scholarly exchange projects for institutions of higher education, authorized by China Scholarship Council, with an address at Room 1601, Dacheng Mansion, No.127A Xuanwumen Xidajie, Xicheng District, Beijing, China 100031, and Arizona Board of Regents for and on behalf of Northern Arizona University (hereinafter referred to as “NAU”), an institution of higher education, with an address in South San Francisco Street, Flagstaff, Arizona. Dongfang and NAU are referred to collectively as the Parties.

The ISEC Program Agreements (collectively referred to as “Agreement”) are hereby signed by the Parties on __________ at __________, hereinafter referred to as the “Agreement Effective Date.” The Agreement is entered into on behalf of the respective Parties by its authorized representatives.

Both Parties agree to the following terms and conditions:

1. Purpose and Scope

The purpose of the Agreement is to provide educational exchange opportunities between Dongfang and NAU, including but not limited to student exchanges, faculty exchanges, academic programs, and collaborative research projects.

2. Duration

The Agreement shall remain in effect for a period of ______ years, unless terminated earlier by mutual agreement of the Parties.

3. Amendments

No amendments to the Agreement shall be valid unless agreed upon in writing by both Parties.

4. Termination

Either Party may terminate the Agreement upon 30 days' written notice to the other Party.

5. Governing Law

The Agreement shall be governed by the laws of the People's Republic of China.

6. Dispute Resolution

Any disputes arising from or in connection with the Agreement shall be settled through friendly negotiations. If a settlement cannot be reached, the dispute shall be submitted to arbitration in accordance with the rules of the China International Economic and Commercial Arbitration Commission.

7. Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements, understandings, negotiations, or communications relating to the subject matter hereof.

In witness whereof, the undersigned authorized representatives of the Parties have executed this Agreement on ______, ______.

[Signature]
Dongfang International Center for Educational Exchange

[Signature]
Arizona Board of Regents for and on behalf of Northern Arizona University
For the purpose of cooperation in education, culture and other fields to promote academic exchange and cultural communication, in consideration of the terms and mutual covenants contained in this agreement, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

为了开展教育、文化及其它相关领域的合作，以达到学术交流、文化沟通的目的，经双方对本协议中的条款、共同契约及其它任何对合作有益的约定进行充分考虑后，双方签订本协议。

I. The Cooperation（合作内容）

1. ISEC Program（ISEC 项目）

Dongfang is a professional organization in the field of international scholarly exchange program for institutions of higher education. Authorized by China Scholarship Council, Dongfang offers the International Scholarly Exchange Curriculum Program (hereinafter referred to as “ISEC Program”). ISEC Office is an operating department and appointed by Dongfang to perform management to ISEC Program. ISEC Program includes an internationalized course system (hereinafter referred to as “ISEC Courses”), and is fulfilled by Chinese member institutions that approved by China Scholarship Council (hereinafter referred to as “ISEC Institutions”).

东方国际是从事高等教育机构国际学术交流项目的专业机构。由国家留学基金委员会授权，东方国际为中国 ISEC 项目院校提供国际学术互认课程项目（以下简称“ISEC 项目”）。ISEC 项目办公室具体负责对 ISEC 项目进行管理。ISEC 项目包含了一套国际化课程体系（以下简称“ISEC 课程”），ISEC 课程由国家留学基金管理委员会批准的中国项目院校（以下简称“ISEC 院校”）实施。

2. Cooperation Brief（合作概述）

ISEC and NAU desire to collaborate to provide opportunities for continued education to the student, who completes first two years
ISEC Courses in ISEC Institution, through the NAU undergraduate programs.

ISEC 项目与 NAU 共同为在 ISEC 项目院校中完成 ISEC 项目前两年本科课程的学生提供进一步在 NAU 本科学位课程中继续学习的机会。

II. Terms of Engagement（合作条款）

1. Student Study（学生学业）

ISEC student may head to further study in NAU for bachelor degree after accomplishment of at least first two academic years of a bachelor degree in ISEC China Institution. The ISEC China Institution and NAU issue bachelor degrees to student who meets graduation requirements of the ISEC China Institution and NAU. After successful completion of all NAU academic requirements by a program student, NAU will notify the ISEC China institution. Upon notification, the ISEC China institution agrees to award their bachelor’s degree and submit an official copy to NAU. Receipt of the ISEC China institution’s degree will fulfill the NAU dual-degree requirement and enable NAU to award its bachelor’s degree.

ISEC 项目学生在中国 ISEC 项目院校完成本科阶段至少前两学年的学习后赴 NAU 完成本科后续课程的学习，满足毕业条件的获得中方院校和 NAU 颁发的学士学位。当学生成功完成 NAU 所有学术要求后，NAU 会通知 ISEC 院校。得到此通知后，ISEC 院校将为学生授予学位证书与毕业证书，并且将证书复印件发送给 NAU。在收到 ISEC 院校所授予的学位证书及毕业证书复印件后，NAU 将授予学生学位证书。

2. Involved Major（涉及专业）

All terms of engagement in the Agreement are applicable to any programs at NAU to which transfer students are admitted. NAU will provide and update a list of majors available to ISEC students by mid October annually.
3. Mutual Recognition of Course (课程互认)

ISEC Office recognizes courses of NAU as well as corresponding academic standards meet course standards of ISEC Courses. And NAU recognizes ISEC Courses as well as corresponding academic standards meet course standards of NAU courses.

ISEC 项目办公室承认 NAU 的课程和与之相对应的学术标准符合 ISEC 课程标准。同时 NAU 承认 ISEC 课程和与之相对应的学术标准符合 NAU 的课程标准。

4. Credit Recognition (学分互认)

Credits student earned from ISEC Program and NAU are mutually recognized by Parties. And credits can be transferred within Parties under evaluation which applies with Terms of Articulation of the Agreement. NAU has an obligation to provide necessary assistance to ISEC Office when credits student earned at NAU need to be recognized.

学生在 ISEC 项目和 NAU 中修学所获学分得到协议双方相互认可。学分可以通过评估在协议双方间转换，评估转换条件遵照此协议的学分转换条款。NAU 有义务积极配合 ISEC 办对在境内外所获的学分进行认证工作。

5. Admitted Institution (认可外国院校)

ISEC Office admits NAU is an institution in higher education to receive ISEC Program students who choose to study abroad.

ISEC 项目办公室认可 NAU 作为高等教育机构接收有意愿赴外学习的 ISEC 项目学生。

6. Teaching Resource (教学资源)
NAU supports ISEC Program teaching activities by providing relevant teaching syllabus, teaching plan, library resources and other teaching resources necessary for course delivery.

NAU 同意为 ISEC 项目提供与教学活动相关的教学大纲、教学计划、图书馆资源和其他与课程实施相关的教学必需资源。

7. Teaching Evaluation（教学评估）

NAU supplies teaching evaluation schemes and criteria to ISEC Program, and provides advice to ISEC Program on teaching quality evaluation.

NAU 向 ISEC 项目提供教学评估方法与专业评估标准，并为 ISEC 项目教学质量评估工作提供建议。

8. Faculty Training（师资培训）

Upon discussion with ISEC Office, NAU provides faculty training plan and organizes academic staff to participate in ISEC training program. If the condition permits, NAU dispatches academic staff to ISEC Institutions, deeply involves in ISEC teaching. All expenses are paid by ISEC Program.

NAU 在与 ISEC 项目办公室协商的基础上提供师资培训计划，组织派遣教职人员参与 ISEC 师资培训活动。若条件允许，NAU 派遣教师到 ISEC 院校，深入参与 ISEC 教学工作。其成本由 ISEC 项目承担。

9. Faculty Exchange（师资交流）

NAU provides ISEC Institutions with faculty overseas exchange opportunity at least once a year. All relevant expenses are paid by ISEC Program.

NAU 为 ISEC 院校提供每年不少于一次的教师境外交流机会。其成本由 ISEC 项目承担。

10. Study in China（来华留学）
NAU organizes students to study in ISEC Program in China. As for such issues, parties shall ratify another cooperation agreement to define specific items.

NAU 向 ISEC 项目派遣各类来华留学生。有关事宜，双方另行签署其它合作协议进行约定。

11. Academic Research（学术研究）
NAU participates in joint research project(s), laboratory cooperation, academic conference(s) and other academic cooperation activities within ISEC program. As for such issues, parties shall ratify another cooperation agreement to define specific items.
NAU 参与 ISEC 项目内的联合研究项目、实验室合作、学术会议及其它学术领域合作。有关事宜，双方另行签署其它合作协议进行约定。

12. Coordination（交流协调）
ISEC Office is in charge of coordination for communication activities between NAU and ISEC Institutions. NAU does not participate or organize any marketing or communication activities to faculty or student of ISEC Program unless ISEC Office permits by written.
NAU 与 ISEC 院校的交流通过 ISEC 项目办公室协调实施。未经 ISEC 项目办公室书面许可，NAU 不以任何形式针对 ISEC 项目教师、学生开展直接的宣传工作或任何其它交流活动。

13. Routine Visit（定期互访）

Parties' management teams conduct routine visit to each other periodically, once a year.
双方管理层建立定期互访机制，一年一次。

III. Terms of Articulation（学分转换条款）

14. Qualified Student（符合入学条件的学生）
The student who enrolls in ISEC Program and meets requirements as follows is recognized as Qualified Student and eligible to transfer to the undergraduate majors at NAU for continuing education.

学生就读于ISEC 项目且达到以下要求的被认作为符合入学条件的学生，可以转换至NAU 的本科专业继续学业。

A. English Proficiency Requirement（语言要求）:
TOFEL Score（托福成绩）: 70+
IELTS Score（雅思成绩）: 6.0+
Student may apply either of tests above.
学生可提供以上考试成绩其中之一。

B. Grade Point Average Requirement（平均绩点要求）:
GPA ≥ 2.5

C. Other Requirement (if any)（其它要求）（如有）:
Average score of 66 (on a 100 scale) for students from Chinese universities
成绩平均分不低于66分

15. Evaluation Materials（评估材料）

ISEC Office provides transcript and course description which student gains in ISEC Program. NAU recognizes transcript and course description provided by ISEC Office are the only effective proofs of student academic performance in ISEC Program, for the evaluation of credit transfer.

ISEC 项目办公室提供学生在ISEC 项目就读期间的成绩单和课程描述。NAU 认可由ISEC 项目办公室提供的成绩单和课程描述为学生在 ISEC 项目学习期间唯一有效的学术表现证明文件，用以评估学生的学分转换。

16. Minimum of Credit Transfer（学分转换下限）

Credits that students earned by taking ISEC Program can be transferred to NAU towards completion of a bachelor’s degree at NAU. A minimum of 35 credits from ISEC Institutions toward a bachelor’s degree can be
transferred to NAU. Students will accomplish bachelor degree in two years or until the requirements for the program of study have been completed.

ISEC 项目学生在 ISEC 项目办公室核准的中国项目院校学习期间所获得的学分转换为获得 NAU 学士学位所需的毕业学分。从 ISEC 项目办公室核准的中国项目院校所获得的学士学位的学分，最少可以转 35 个学分到 NAU。在学生正常修学情况下，学生还需在 NAU 修读两年时间或直到完成所修学位要求的全部课程，以获得学士学位。

17. Course Equivalencies（课程互认表）

ISEC Office and NAU accept ISEC and NAU University Course Equivalencies’ in a separate document approved by both ISEC and NAU and incorporated into this Agreement. In accordance with the flexibility of the overall curriculum structure and individual course development, and in order to ensure satisfactory benefits for each party, ISEC Office and NAU agree that the list of ‘ISEC and NAU University Course Equivalencies’ shall be extendable and updatable. During the life span of the Agreement, this course equivalencies list shall, as needed, be revised and updated. The updated part of the course equivalencies list will then be incorporated into this Agreement and have the same legal effect.

ISEC 项目办公室和 NAU 认可《ISEC 和 NAU 大学课程互认表》(将作为协议附件)。根据整体课程结构的灵活性以及每门课程的发展，且为了符合各方利益，ISEC 项目办公室和 NAU 同意《ISEC 和 NAU 大学课程互认表》中的课程可扩展、可更新。在本协议有效期内，此学分互认表根据需要进行修改和更新。此学分互认表更新的部分将作为本协议的一部分且具有同等法律效力。

18. Individual Course Transfer（单科课程转换）

Credit of course which students earn in ISEC Program can be accepted and transferred when criteria as follows are met:

A. Grade must be at least a 66 or more (on a 100 scale)
课程成绩必须至少达到 66 分或以上（百分制）

B. Course must be equivalent to a NAU course

课程必须等同于 NAU 某一门课程

C. Other Criteria (if any) （其它要求）（如有）:

Must be an academic level course (no foundation or pre-college type course) 必须为大学学术类课程（不可以是预科类课程）

NAU applies the following formula and process to calculate GPA.

NAU 利用以下公式与流程计算 GPA。

<table>
<thead>
<tr>
<th>China Grade</th>
<th>NAU Grade</th>
</tr>
</thead>
<tbody>
<tr>
<td>85-100%</td>
<td>A</td>
</tr>
<tr>
<td>75-84%</td>
<td>B</td>
</tr>
<tr>
<td>66-74%</td>
<td>C</td>
</tr>
<tr>
<td>60-65%</td>
<td>D</td>
</tr>
<tr>
<td>0-59%</td>
<td>F</td>
</tr>
</tbody>
</table>

19. Degree Process Report（转学分报告）

NAU provides Degree Process Report, for ISEC students who admitted by NAU, to ISEC Office in a month after their accomplishment of sophomore year. The report shall contain course equivalencies, transfer credit evaluation for each course, total credits transferred and the percentage of degree accomplishment.

NAU 须在 ISEC 学生入学后向 ISEC 项目办公室提供转学分报告。报告中须包含课程对应关系、每门课转学分情况、转学分总量及其占完成学位所需总学分的比例。

20. Academic Performance in NAU（学生学业表现）

At the end of each term/semester, NAU provides ISEC Office with relevant materials that indicate ISEC transferred students’ academic performance at NAU, such as transcript and teachers’ comments, within thirty (30) working days after the announcement of examination results.
在每个学期末，NAU 应在考试成绩公布后三十（30）个工作日内向 ISEC 项目办公室提供能反映 ISEC 学生在 NAU 的学业表现的相应材料，如成绩单和教师评语。

21. Scholarship (奖学金)

During the term of this Agreement, NAU agrees to provide ISEC students with a ten percent (10%) reduction in tuition. Students from either institution will be responsible for all other charges related to the Program, including without limitation, any special activity fees, laboratory fees, studio fees, health insurance, registration fees, and identity card fees. 

在协议有效期间，NAU 向ISEC 项目学生提供学费 10%的金额优惠。学生将自己负责其他所有费用，包括（但不限于）项目、活动、实验、保险、注册、学生证等费用。

IV. Other Terms (其它条款)

22. Duration of the Agreement (协议的期限)

This Agreement shall be for an initial term of five (5) years, and may be renewed in writing by Addendum with mutual consent for an additional five (5) years, unless either party terminates this Agreement in accordance with the terms of this Agreement, or unless either party is in material breach of any term in this Agreement.

本协议有效期为五（5）年。若没有出现协议一方依照本协议中的条款终止协议或协议一方违反本协议中任何条款，本协议期满后将通过书面确认形式延长五（5）年。

23. Termination (协议的终止)

Either party may terminate this Agreement for any reason and in the event of a material breach by the other party, by providing the other party with written notice, by mail, of the termination of the Agreement. The Agreement shall terminate not less than one hundred eighty (180) days
from the date of termination notice, unless otherwise agreed in writing by the parties; provided that the breaching party shall be allowed until said effective date to cure said breach, and if the breach is so cured the termination notice will be of no effect.

Further, ISEC and NAU shall make a good faith endeavor to settle amicably through direct negotiations between them, any dispute arising under this Agreement. Failing amicable settlement of any dispute through reasonable efforts by both ISEC and NAU, this Agreement may be terminated.

如果协议一方有任何的违约行为（或任何原因），则另一方有权通过邮寄形式向另一方提交终止本协议的书面通知。除非协议双方以书面形式认可，否则协议无过错方需至少提前一百八十天（180）天向协议另一方发出终止本合同的书面通知，本协议的终止才能生效。允许违反协议条款的一方在协议终止日期前纠正该违约行为，如果该违约行为得到纠正则协议终止通知不具效力。

另外，若出现协议纠纷，ISEC 项目办公室和 NAU 将尽全力通过直接协商的形式进行友好协调解决。若无法友好协调，协议将被解除。

24. Previous Students（已被录取的项目学生）

Upon expiration or termination of this Agreement for any reason, students already admitted to NAU shall be permitted to complete their course of study subject to applicable terms of this Agreement.

无论本协议因任何理由过期或者终止，遵照本协议适用条款，已经被 NAU 录取的学生被允许完成所有与其专业相关的课程学习。

25. Entry and Visa（入境许可和签证）

The parties acknowledge that qualified students shall be subject to the entry and visa regulations of the People’s Republic of China and the USA, and shall comply with all the regulations and policies of ISEC Office, the ISEC Institutions and NAU. NAU provides assistance for qualified
students to obtain student immigration documents and any necessary visa for entry into the US.

协议双方同意符合入学条件的学生服从中华人民共和国和美国的入境许可和签证法规，且遵守 ISEC 项目办公室，ISEC 项目办公室核准的 ISEC 院校和 NAU 的所有规章和政策。NAU 向符合入学条件的学生提供获得学生移民文件和任何准入美国所需签证的帮助。

26. Expense and Cost（费用）

The parties agree that the qualified students shall each bear their own expenses associated with the undergraduate programs of this Agreement, including but not limited to tuition, living expenses, international and domestic travel and all other costs.

协议双方同意符合入学条件的学生自行负担所有与本协议本科专业相关费用，包括但不限于学费、生活费、国际与国内旅费及其他费用。

V. Confidentiality（保密事项）

Subject to the provisions of the state of Arizona’s laws applicable to NAU regarding confidentiality of public records, the parties shall keep confidential all information or material acquired or produced in connection with this Agreement and shall not use or disclose or otherwise make available to any other parties such information or materials in any form without prior written consent, unless required by applicable law. Each party shall make sure that such confidentiality obligation is well understood by its staff and agents involved in this Agreement and shall supervise compliance with such obligations.

在遵守亚利桑那州法律对于 NAU 公共文件保密要求同时，协议双方为所有与本协议相关的信息、从与本协议相关的途径所获取的或产生的材料保密且在未获得预先的书面同意的情况下，不得以任何形式使用或泄露或提供给其他方此类信息或材料（除非被相关法律要求）。协议各方确保其涉及本协议的工作人员和机构充分了解此保密责任，且监督这种责任的确实执行。

VI. Miscellaneous（其它事项）
1. Conflict to Laws（与法律的一致性）

If any provision of this Agreement be held illegal, unenforceable or in conflict with any law by a court of competent jurisdiction, such provision of this Agreement shall be deemed severed from this Agreement and the validity of the remainder of this Agreement shall not be affected thereby.

如果本协议中的任何条款被有司法管辖能力的法庭视为非法、无法强制实行或与任何法律冲突，本协议中的该条款被视为与本协议无关且本协议中其余条款的效力不受此影响。

2. Exclusiveness（排他性）

This Agreement is not exclusive, and either party may enter into similar agreements with any other party.

本协议不具排他性，且协议一方可以与其他各方达成类似协议。

3. Third Party（第三方）

Each party shall not assign any right under this Agreement or sub-contract the obligations herein to any third parties without the prior written consent of the other.

协议一方不能在未获得协议另一方书面同意的情况下委派任何本协议中的权利或分包合同义务给任何第三方。

4. Counterpart（副本）

This Agreement may be executed in four (4) counterparts, all of which shall be originals and which together shall constitute a single agreement.

For the purpose of interpreting this Agreement, facsimile signatures shall be considered equivalent to original signatures.

本协议可同时签署四（4）份内容相同的副本。每一副本视为一份原件，所有文本一起构成唯一同一文件。以解释本协议为目的，传真签名被视为等同于原始签名。

5. Modification of Agreement（协议修改）
This Agreement shall not be revised, modified or extended except by a written instrument, signed by the parties hereto.

除非双方当事人共同签署书面文件，否则本协议不得修改、修订或扩充。

INTENDING TO BE LEGALLY BOUND, by signing below, each party acknowledges its agreement with the terms and conditions of this Agreement and each signatory represents and warrants that he/she is authorized to sign on behalf of and to bind his/her party to all of the terms and conditions of this Agreement as of the Effective Date.

为具备法律效力，经下方签署，协议各方都确认同意本协议的条款和条件，且每位签字者代表和保证他/她所在的一方授予其签字之权，并自协议生效日期起其所在方受协议所有条款和条件的约束。

For and on behalf of:  
甲方):
Dongfang International Center for Educational Exchange

Authorized Representative:  
法定代表人（或授权代表）:

Name (姓名): 
Position (职务): 
Date (日期):

For and on behalf of:  
乙方: 
Arizona Board of Regents for and on behalf of Northern Arizona University

Authorized Representative:  
法定代表人（或授权代表）:

Name (姓名): Dr. Rita Hartung Cheng
Position (职务): President
Date (日期): 1/9/17