AGREEMENT OF COOPERATION
BETWEEN
ARKANSAS STATE UNIVERSITY AND MINZU UNIVERSITY OF CHINA

Arkansas State University (hereafter referred to as ASU) and **Minzu University of China** (hereafter referred to as MUC), wishing to enhance relations between the two universities and to develop academic and cultural interchange in the areas of education, research and other activities, agree to cooperate and work together toward the internationalization of higher education.

The areas of cooperation will include any program offered at either university which is felt to be desirable and feasible for the development and strengthening of cooperative relationships between the two institutions. However, any specific program shall be subject to mutual consent, availability of funds, and the approval of each university. Such programs may include:

a. Exchange of students
b. Joint research projects
c. Joint seminars/conferences/workshops

Student Exchange

In order to implement a program of student exchange between ASU and MUC, the two universities hereby agree that:

1. An exchange program shall be administered through the Office of International Programs at ASU and the Office of International Programs at MUC.

2. Each university may send up to **15** students for one semester per fiscal year. However, this number may vary in any given year, provided a balance of exchanges is reached over a two year period. Participating students will register at the partner institution for one academic semester or for two academic semesters, depending on the needs and goals of the individual student. Exchange balances will be calculated by semester (i.e., an academic year exchange will be counted as a two separate exchanges).

3. The candidates from ASU will be students enrolled in a degree program at ASU. The candidates from MUC will be students enrolled in a degree program at MUC. Students nominated by the home institution will be accepted by the host institution for exchange provided that they meet the host institution's admission requirements for exchange students.

4. Each year by the established deadline, ASU will forward to the Office of International Programs at MUC a list of students nominated for exchange, together with all appropriate documents.

5. Each year by the established deadline, MUC will forward to the Office of International Programs at ASU a list of the students nominated for exchange,

together with the appropriate documents as required by ASU. ASU will inform MUC of the admission decision as soon as possible after the documents are submitted.

6. Each host institution will issue the appropriate documents for visa purposes in accordance with current immigration laws, although it is the responsibility of individual students to obtain a visa in a timely manner.

7. Students accepted for exchange will be enrolled as full-time students. MUC students at ASU may enroll in all courses offered by the University subject to usual university regulations and policies. ASU students at MUC may normally enroll in any courses offered at MUC, subject to usual university regulations and policies.

8. Any academic credit that the students receive from the host institution will be transferred to the home institution provided that their program of study has received prior approval by the appropriate authorities at the home institution.

9. The participating students from MUC shall pay normal tuition and fees to their host institution in accordance with that institution's policies.

10. Incoming students will pay room and board to the host institution and live on campus, pending availability of housing. Expenses such as books, transportation, student health insurance fees and medical care, passports, visas, and personal expenses are the responsibility of the student.

11. Each university shall make arrangements for pickup upon the students' arrival at the nearest local airport. Transportation on departure shall be the responsibility of the student. A staff member from the Office of International Programs at each institution will be available to assist students during their stay at the host institution.

12. Each institution reserves the right to dismiss any participating student at any time for academic or personal misconduct in violation of established regulations. The dismissal of a participant shall not abrogate the agreement or the arrangements regarding other participants.

13. This exchange agreement shall remain in effect for an initial period of three years from the date of signing by both parties. Thereafter, it shall be automatically renewed from year to year. However, after the initial period, either university may terminate the agreement by giving a six-month notice in writing of such intent. Notwithstanding any such termination, all commitments already made in respect of a particular exchange student or faculty member shall be carried through completion.

14. FORCE MAJEURE

Neither party shall be considered in default in the performance of its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to

the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or because of any law, order, proclamation, ruling, regulation or ordinance of any government or subdivision of government or because of any act of God.

15. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and supersedes any contemporaneous or previous written or oral agreements, representations, or undertakings concerning the matters and arrangements provided for in this Agreement. No supplement, modification or amendment to this Agreement will be binding unless such supplement, modification, or amendment is in writing and signed by all parties.

16. WAIVER

A waiver of any provisions of this Agreement will not be considered a waiver of any other provision whether or not similar, nor will any waiver on one occasion constitute a continuing or permanent waiver.

17. NOTICE

Any request, notice, or other communication to be given under this Agreement must be in writing and delivered personally or by messenger, courier service, facsimile or sent by registered, certified mail, return receipt requested, postage prepaid, as follows:

To Arkansas State University, U.S.A.:

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Provost
Office of the Provost
P.O. Box 179
State University, Arkansas 72467
United States of America

To Minzu University of China, P. R. China
Prof. Huang Taiyan
President
Office of the President
No. 27 South Zhongguancun Avenue, Haidian District, Beijing
P. R. China 100081

All notices will be considered effective (i) upon receipt if delivered personally, by messenger, by courier service, or by registered mail or (ii) on the business day of successful transmission if by facsimile.

18. SUCCESSORS

The terms, warranties and agreements herein contained shall bind and inure to the benefit of the respective parties hereto and their respective legal representatives, successors, and assigns.

19. ADDITIONAL DOCUMENTS

The parties shall execute any additional documents reasonably necessary to effectuate the provisions and purposes of this Agreement including specifically all documents necessary to set tuition and fees for each term.

20. COUNTERPARTS

This Agreement may be executed in one or more counterparts, including facsimile copies, each of which will be considered to be an original. All those counterparts together will constitute the same instrument. The signing of this Agreement at different times and places by the parties will not affect the validity of this Agreement.

21. SEVERABILITY

Any provision herein declared invalid under any law shall not invalidate any other provision of this Agreement.

22. COMPLIANCE WITH LAWS, STATUTES, TREATIES, RULES AND REGULATIONS

All parties agree to comply with all laws, statutes, treaties, rules, and regulations governing the provisions of this Agreement. As for other matters or issues that may occur during the program implementation, all of them should be discussed through meetings and negotiations with the intention of achieving consensus. If any dispute occurs in the course of the program implementation between ASU and MUC, both parties agree to resolve all differences in a friendly manner.

23. Governing Law

Both parties agree that this Agreement is governed by and shall be construed under the laws of the State of Arkansas, and that venue properly lies in the State of Arkansas. Should this Agreement be translated into any language other than English, the English translation of this Agreement shall govern.

ARKANSAS STATE UNIVERSITY

Lynita M. Cooksey
Provost

Date: 4-28-15

MINZU UNIVERSITY OF CHINA

Prof. Huang Taiyan
President

Date: 05-06-2015