AGREEMENT OF JOINT BACHELOR PROGRAM OF TURFGRASS MANAGEMENT

Beijing Forestry University of the People’s Republic of China
and
Michigan State University of the United States of America

ARTICLE 1 – GENERAL PRINCIPLES

Beijing Forestry University, of the People’s Republic of China, and Michigan State University, of the United States of America, are committed to continuing a program of higher education in turfgrass management in China for Chinese students. The program began in 2003 when Beijing Forestry University, Michigan State University and three other Chinese institutions of higher education entered into a General Agreement and Implementation Plan for the Joint Higher Education Program. After several years’ effort, the program is now fully developed and Beijing Forestry University and each of the other Chinese institutions of higher education collaborate with Michigan State University under separate agreements. On the principles of sincere cooperation, Beijing Forestry University decides to continue this joint B.S. degree program with Michigan State University and sign this new agreement for renewal.

ARTICLE 2 – PARTIES TO THE COOPERATION

2.1 Parties—addresses and representatives.

Beijing Forestry University, referred to in this Agreement as BFU.

Address: No.35 Qinghua East Road
          Haidian District
          Beijing, 100083 China
Telephone: 86-10-62338095
Fax: 86-10-62310316

Representative for purposes of this Agreement:

Song Weiming (Name) President (Position)

Michigan State University, referred to in this Agreement as MSU.

Address: 450 Hannah Administration Building
          Michigan State University
          East Lansing, Michigan 48824-1046
Telephone: 517-355-6560
Fax: 517-355-4670
2.2 Parties—background information.

BFU is a full-time higher educational institution under the administration of the China Ministry of Education, providing diploma and degree programs approved by China’s governmental organizations at all levels. MSU is a public institution of higher education of the State of Michigan, United States of America, with 17 colleges offering degree-granting programs in a variety of fields, which provides education in turfgrass management through its College of Agriculture and Natural Resources.

ARTICLE 3 - PROGRAM

3.1 Title. Bachelor of Science degree program, with specialized training in turfgrass management, referred to in this Agreement as the “Program”.

3.2 Contents. The parties intend that the Program will include the following features:

a. Academic Schedule. MSU and BFU will develop a joint curriculum for the Program, based on acceptable credits from each university. The Program will require at least four years of study for each Program student, the first 60 credits spent in basic studies at BFU, and the remaining 60 credits spent taking turfgrass management courses approved and supported by MSU, including performing an internship.

b. Admission. To be enrolled in the Program initially, students must have passed the Chinese national entrance examination, been enrolled by BFU, and meet MSU admission requirements, including language requirements.

c. Credits. Sixty of the credits MSU requires for a bachelor of science degree may be earned at BFU and transferred to MSU (subject to prior MSU approval of the credits to be transferred) and the remaining sixty credits must be earned through MSU-approved courses.

d. Teaching Methods. According to the jointly developed curriculum, BFU Faculty will teach the first two years of courses at BFU. For the last two years, Program teaching will consist of MSU faculty face-to-face teaching; MSU trained and approved BFU faculty teaching; distance education jointly organized by MSU and BFU; for one semester, students will attend a field internship in United States, arranged by MSU faculty.

e. Degree. Successful completion of all of the academic Program requirements as implemented by the parties in accordance with this Agreement will result in the
award of a Bachelor of science degree from MSU and graduation certificates and the bachelor of Agriculture degree diploma from BFU.

ARTICLE 4 - OBLIGATIONS OF PARTIES

4.1 Implementation teams

Each University will form an implementation team. Each implementation team will identify a contact person to further facilitate communication, exchange of information, transfer of funds, and other transactions as needed between BFU and MSU.

4.2 BFU Obligations.

a. Administration of the basic studies taken at BFU that will total at least sixty credits, includes but is not limited to obtaining all licenses and any other approvals from all concerned Chinese administrative organizations.

b. Select and provide from BFU, for training at MSU, two faculty members with appropriate educational background and with the ability to adequately teach courses in English; and retain the trained faculty member at BFU and make them available to teach MSU courses at BFU.

c. Be responsible for marketing and promoting the Program. Before using written advertisements and other materials for marketing and recruiting students, BFU will fax or e-mail the materials to MSU for approval.

d. Provide adequate facilities for teaching, including education facilities, and provide offices for the MSU faculty on its campus, with copy machines, computer equipment, and other necessary equipment.

e. Assist MSU with making internship arrangements, especially for students who complete internships in China;

f. Ensure that student transcripts are submitted for each student when application is made to MSU.

g. Provide course syllabi to MSU, upon request, to enable MSU to evaluate courses taken at BFU and determine if credits earned in the classes may be transferred to MSU.

4.3 MSU Obligations.

a. Administration of the MSU-approved courses that will total sixty credits, includes, but is not limited to, obtaining approval from all the concerned administrative and academic units, program planning and budgeting.

b. Offer a four-year curriculum in collaboration with Beijing Forestry University, so that specific courses are taken during the first two years at Beijing Forestry University. These courses will supplement the MSU courses, taken during the last two years of the Program, so that MSU graduation requirements are met.
c. Send MSU faculty members to China to teach MSU courses during the third year and the second semester of the fourth year of the Program.
d. Participate in the selection process of and train two faculty members from BFU to teach turfgrass management.
e. Contract with the MSU-trained BFU faculty members to teach MSU courses at BFU, in English. MSU faculty may review test scores of Program students, to assess them for acceptability for MSU credits.
f. Develop and produce computer assisted instruction materials for use in the Program.
g. Work to obtain a one semester paid internship opportunity for Program students in the United States, and develop appropriate methods for supervision of students during the internships.

4.4 The implementation teams will cooperate to assist faculty and students in obtaining visas.

4.5 The implementation teams will have a joint working meeting at least once a year to review progress and to solve problems experienced during the implementation of the Program.

ARTICLE 5 - FINANCIAL ARRANGEMENTS

5.1 Tuition.

a. Rate. For the first two years, BFU will collect and manage tuition at a rate set up according to the Chinese policy concerned. Tuition, which is determined in US Dollars and collected and counted in RMB equivalents, for the last two years will be 110340 RMB for Program students first enrolled in MSU Fall semesters 2013 and 2014, 128730 RMB for Program students first enrolled in MSU Fall semesters 2015 and 2016 and 156315 RMB for Program students first enrolled in MSU Fall semesters from 2017 to 2020.

b. Enrollment Factor. Tuition for the last two years of the Program is based on a minimum enrollment of 30 BFU students in each cohort. Should the enrollment in any cohort be lower than 30, both parties concerned will have further discussion about how to resolve this issue properly. Because of problems associated with securing a large number of internships, MSU reserves the right to limit the maximum number of students in each cohort hereafter.

5.2 Expenses.

a. BFU Faculty Training. BFU will pay for international travel of the BFU faculty member to be trained at MSU. MSU will pay for the education and reasonable living expenses for the BFU faculty member while studying at MSU; provided, however, that BFU will reimburse MSU for such expenses if the trained BFU faculty member does not teach MSU courses at BFU for at least three (3) years after the MSU training.
b. The BFU faculty members teaching MSU courses. MSU will compensate each BFU faculty $2,000 for each MSU course taught by the BFU faculty at Beijing Forestry University.

c. MSU Faculty. MSU will pay the salary, travel and other expenses of MSU faculty members while teaching at BFU.

d. Program Materials. MSU will pay all costs of development and production of computer assisted instruction materials for MSU Courses. Program students will be required to pay for textbooks and other study materials.

e. MSU will pay BFU faculty who assist with laboratories and computer assisted instruction according to time committed.

f. Internship Expenses. Program students will be required to pay internship expenses, including domestic and international travel and visa and other document application fees.

ARTICLE 6. NON-PERFORMANCE

In the event that either party to this Agreement materially defaults in the performance of its obligations under this Agreement, and fails to cure such default within 120 days after written notice from the other party, the other party may initiate dispute resolution procedures seeking performance or damages and, if the matter is not resolved satisfactorily, may terminate this Agreement upon 30 days notice to the defaulting party; subject, however, to the provisions of Section 8.2 of this Agreement as to currently enrolled Program students.

ARTICLE 7 - DISPUTE RESOLUTION

7.1 Negotiation. Each party agrees to attempt in good faith to resolve all disputes between them concerning the implementation and on-going operation of the Program through collegial discussion and negotiation.

7.2 Arbitration. Any disputes that cannot be settled through negotiation in accordance with Section 7.1 of this Agreement will be submitted by the parties for arbitration in Hong Kong under the Rules of Conciliation and Arbitration of the International Chamber of Commerce.

ARTICLE 8 - TERM AND TERMINATION

8.1 Term. The term of this Agreement will commence on the date that it receives official approval from educational authorities and will continue thereafter for a term of seven (7) years.
8.2 **Termination.** If either party wishes to terminate this Agreement, it must give the other party written notice one-hundred eighty (180) days in advance of the termination date, and termination may only occur on the condition that all students then enrolled in the Program are graduated or arranged properly and all the financial issues are settled completely in accordance with all the terms and conditions of this Agreement.

**ARTICLE 9 - MISCELLANEOUS PROVISIONS**

9.1 **Governing Law; Interpretation.**

   a. **General.** As to activities taking place in Michigan and as to claims against MSU, this Agreement will be governed by the laws of the State of Michigan, United States of America. As to activities taking place in China and as to claims against any of the Cooperating Universities, this Agreement will be governed by the laws of the People’s Republic of China.

   b. **Intellectual Property.** No party shall publish, transmit, reproduce, or distribute in any way, research, teaching, or other Program material which is developed by MSU and protected by copyright or other proprietary right or derivative works with respect thereto, without obtaining a written permission from MSU.

   c. **Language.** This Agreement will be written in English and in Chinese, and both versions will be legally of equal effect.

9.2 **Notices.** All notifications and contacts in the performance of this Agreement will be completed in written form and will be posted and faxed or e-mailed to each party at the addresses and fax numbers provided below or at such addresses or numbers as either party may notify the others in writing.

9.3 **Entire Agreement; Modifications.** This Agreement states the entire agreement of the parties with respect to the Program and supersedes all earlier or contemporaneous representations or agreements. This Agreement may be modified only by the written agreement of both parties.
This Agreement is signed below by the duly authorized representative of each party.

BEIJING FORESTRY UNIVERSITY
By: Song Weiming, President
Date: 9/12/2013

By: Liu Junchang, Director
Liu Junchang, International Relations Office
Date: 9/1/2013

By: Yu Zhiming, Director
Yu Zhiming, Department of Teaching Affairs
Date: 9/1/2013

By: Han Hairong, Dean
Han Hairong, School of Forestry
Date: 9/1/2013

MICHIGAN STATE UNIVERSITY
By: Lou Anna K.Simon, President
Date: 8/12/13

By: J. Youatt, Acting Provost
Date: 8/5/13

By: Jeffrey Riedinger, Dean
Jeffrey Riedinger, International Studies and Programs
Date: 8/6 July 2013

By: Fred L. Poston, Dean
Fred L. Poston, College of Agriculture and Natural Resources
Date: 8/25/13

By: James Kells, Chairperson
James Kells, Department of Plant, Soil, and Microbial Sciences
Date: 7/25/2013

APPROVED AS TO FORM
DATE 7-30-13
Appendix

ARTICLE 1. TAX SHARING AND TUITION TRANSFERRENCE

It is agreed by both sides that BFU and MSU will respectively cover 50% of the tax collected for the tuition transferred to MSU from 2013 till 2015. From 2016 onwards, BFU will charge program students for the tax. BFU will pay tuition to MSU on a yearly basis upon the receipt of MSU invoice.

75% of the tuition collected during the last two years will be paid to MSU to cover related expenditures and other Program costs by MSU. Tuition standard is as follows: for the last two years tuition will be $300 per credit for Program students first enrolled in MSU Fall semesters 2013 and 2014, $350 per credit for Program students first enrolled in MSU Fall semesters 2015 and 2016 and $425 per credit for Program students first enrolled in MSU Fall semesters from 2017 to 2020.

This appendix takes effect upon the authoritative signatures by both sides.

BEIJING FORESTRY UNIVERSITY

By: Song Weiming, President
Date: 9/12/2013

By: Liu Junchang, Director
International Relations Office
Date: 9/1/2013

By: Ya Zhiming, Director
Department of Teaching Affairs
Date: 9/3/2013

MICHIGAN STATE UNIVERSITY

By: Lou Anna K. Simon, President
Date: 8/12/13

By: June Youatt, Acting Provost
Date: 8/5/13

By: Jeffrey Riedinger, Dean
International Studies and Programs
Date: 24 July 2013

OFFICE OF THE
GENERAL COUNSEL

APPROVED AS TO FORM
DATE 7-30-13
By: Han Hairong, Dean
School of Forestry
Date: 3/2/2013

By: Fred L. Poston, Dean
College of Agriculture and Natural Resources
Date: 8/25/2013

By: James Kells, Chairperson, Department of Plant, Soil, and Microbial Sciences
Date: 07/25/2013