AMENDED AND RESTATED GENERAL AGREEMENT AND IMPLEMENTATION Plan for the Joint Higher Education Program

Between
Four Chinese Universities and Colleges of the People's Republic of China
and
Michigan State University of the United States of America
Agreed Upon Changes Incorporated August 4, 2009

ARTICLE 1 – GENERAL PRINCIPLES

On March 25, 2003, Beijing Forestry University (“BFU”), Northeast Agricultural University (“NEAU”), Sichuan Agricultural University (“SAU”) and Suzhou Polytechnic Institute of Agriculture (“SPIA”) of the People’s Republic of China, respectively executed a separate Agreement of Cooperation in Higher Education for turfgrass management with Michigan State University, of the United States of America (collectively called “2003 Turfgrass Agreement”). For purposes of this Amended and Restated Agreement, BFU, NEAU, SAU and SPIA are collectively called “Chinese Cooperating Universities. Pursuant to the terms of the 2003 Turfgrass Agreement, the parties developed and implemented a program that gives Chinese students the opportunity to obtain a Bachelor of Science degree from MSU in turfgrass management in China and either a graduation certificate or a bachelor of science diploma from one of the Chinese Cooperating Universities by participating in a joint curriculum developed by the parties.

The parties desire to amend and restate the 2003 Turfgrass Agreement and address teaching, financial, and other issues critical to the successful continuation of the joint education program.

Now, therefore, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

ARTICLE 2 – THE PROGRAM AND CONTENTS

2.1 Program. A Bachelor of Science degree, with specialized training in turfgrass management, from MSU and either a graduation certificate or a bachelor of science diploma from one of the Chinese Cooperating Universities is hereafter known as the “Program”.

2.2 Contents. The Program will include the following features:

   a. Academic Schedule. MSU and the Chinese Cooperating Universities will develop a joint curriculum for the Program, based on acceptable credits from each University. The Program will require five years of study for each Program student. The first three years will include a year of intensive English training and two years spent in basic studies at the Chinese Cooperating Universities, and the fourth and fifth years spent taking turfgrass management courses approved and supported by MSU.
and performing an internship. If enrolled students in the second and later cohorts of the Program meet the minimum English requirements to advance to specialized studies, without the year of intensive English training, MSU may choose to waive the intensive English training.

b. Curriculum. MSU and the Chinese Cooperating Universities will jointly offer a five-year curriculum for the Program. This curriculum is subject to approval by the academic governance and accrediting bodies of the Chinese Cooperating Universities and MSU respectively.

c. Admission. To be enrolled in the Program, students must have passed the Chinese national entrance examination, been admitted by the Chinese Cooperating Universities, and have met MSU admission requirements. Regarding the Test of English as a Foreign Language (TOEFL) requirement, the following procedures will be followed:

- Students in Cohorts 4, 5 and 6 (admitted to MSU Fall of 2009, 2010, and 2011 respectively) who score 70-79 on the internet-based TOEFL will be admitted on a provisional basis. Students admitted on a provisional basis will be required to either retake the TOEFL exam or take the MSU English Language Test before obtaining a bachelor of science degree, with specialized training in turfgrass management, from MSU.
- Students who do not pass TOEFL or the MSU English Test will be encouraged to study English and to be re-tested in Beijing or Shanghai.
- The Chinese Cooperating Universities and MSU, in their program materials, will inform students of opportunities to learn English and be tested.
- Cohort 4 - 6 students who arrive at MSU as provisional admits will be required to re-take the MSU English Test in East Lansing, Michigan.
- Beginning with students in Cohort 7, applying for admission to MSU Fall 2012, all applicants must have passed TOEFL with a score of 80 or higher.

d. Credits. Sixty of the credits MSU requires for a bachelor of science degree will be earned at the Chinese Cooperating Universities and transferred to MSU (subject to prior MSU approval of the credits to be transferred) and the remaining sixty credits must be earned by taking MSU-approved courses.

e. Teaching Methods. According to the jointly developed curriculum, the Chinese Cooperating University faculty will teach the first three years of the Program. For the fourth and fifth years, Program teaching will consist of a combination of: MSU faculty face-to-face teaching in China; MSU trained and approved Chinese faculty teaching; Chinese faculty-assisted joint teaching using MSU developed computer assisted instruction materials; and field internships in the first semester of the fifth year, as

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arranged by MSU faculty at locations in the United States, Canada, Australia, New Zealand, or European countries.

f. Degree. Successful completion of all of the academic Program requirements will result in the award of a bachelor of science degree from MSU and a graduation certificate or the bachelor of science degree diploma from one of the Chinese Cooperating Universities.

Articles 3 – THE IMPLEMENTATION TEAM AND ITS RESPONSIBILITY

3.1 Implementation team

Each University will form an implementation team. The implementation team will include representatives from administrative and academic units from each Chinese Cooperating University as necessary to facilitate implementation of the Program. Each implementation team will identify a contact person to further facilitate communication, exchange of information, transfer of funds, and other transactions as needed between MSU and the Chinese Cooperating Universities.

3.2 Responsibilities of the implementation teams

3.2.1 Responsibilities of the MSU implementation team

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 five-year curriculum in collaboration with the Chinese Cooperating Universities, so that specific courses are taken during the first three years at the Chinese Cooperating Universities. These courses will supplement the MSU courses, taken during the fourth and fifth years of the Program, so that MSU graduation requirements are met.

c. Select and send at least two faculty members to China who each will teach one course, a minimum of two-weeks duration, each semester during the fourth year and the second semester of the fifth year of the Program;

d. Participate in the selection process of and train two faculty members from each of the Chinese Cooperating Universities to teach turfgrass management.

e. Contract with the MSU-trained Chinese faculty members to teach MSU courses at the Chinese universities, in English.

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 countries including the United States, Canada, Australia, New Zealand, and in European countries, and develop appropriate methods for supervision of students during the internships.

3.2.2. Responsibilities of the Chinese Cooperating Universities
a. Administration of the basic studies and English training courses taken at the Chinese Cooperating Universities that will total 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 each Chinese Cooperating University, for training at MSU, two faculty members with an appropriate educational background and with the ability to adequately teach courses in English; and retain the trained faculty member at their universities and make them available to teach MSU courses at their universities.

c. Enroll cohorts of students in the Program, each including enough enrolled Program students to assure that total Program enrollment in each cohort, from the Chinese Cooperating Universities, will equal at least thirty-five (35);

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

e. 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.

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

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

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

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

ARTICLE 4 -- TEACHING ARRANGEMENTS

4.1 MSU faculty teaching.

a. At least two MSU faculty representatives each will teach one minimum two-week course in China during each semester of the fourth year and the second semester of the fifth year of the Program;

b. While technology may allow some change, courses taught in China will include the following content areas:

- Golf Rules, Theory, and Personnel
- Turfgrass Management Seminar
- Turfgrass Breeding and Production
- Management of Turfgrass Insects
- Management of Turfgrass Diseases
- Turfgrass Practices
- Turfgrass Strategies
- Weed Management

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Other content areas as necessitated by MSU curricular changes

c. The MSU faculty members will teach at one of the Chinese Cooperating Universities ("Host University") each semester and students from all of the Chinese Cooperating Universities will take courses at the Host University;
d. The Host University will provide adequate facilities for teaching pursuant to Program requirements, including education facilities, and provide offices for the MSU faculty on its campus, with copy machines, computer equipment, broadband/cable, software, and other necessary equipment;
e. The Chinese Cooperating Universities will rotate the Host University for MSU faculty members. The rotation sequence will be determined by the four cooperating universities.

4.2 History and Training for the Chinese faculty.

a. In Summer 2004, MSU representatives went to the Chinese Cooperating Universities and interviewed a pool of candidates to fill faculty teaching positions. Among the selection criteria were teaching experience and ability, agronomic knowledge, English language skills, computer adeptness, and applied mechanical expertise. From these efforts, five Chinese faculty were selected and received training at MSU for the Program.
b. Beginning Fall 2004, a total of five selected teaching candidates attended classes at MSU in preparation to fulfill their teaching duties in the same or similar courses in China.
c. In the future, selected candidates studying at MSU will intensively study at least two MSU courses. They will have the opportunity to attend the Michigan Turfgrass Conference and visit Michigan golf courses and sports fields.
d. By the end of the semester, each candidate will present a seminar to the Crop and Soil Sciences Department (CSS) faculty to show what they have learned from the training.
e. Each Chinese faculty will stay at the Host University each semester to teach one or two program courses to all of the students participating in the Program;
f. In addition to the teaching responsibilities in China, China faculty may serve as student advisors and liaisons between MSU faculty and the Program students.

4.3 Computer Assisted Instruction - Course Development

MSU will develop computer-assisted instruction materials in the following content areas, and Chinese faculty will assist with teaching and lab work when these courses are presented as part of the Program:

Pesticide and Fertilizer Application Technology
Introduction to Turf Management
Athletic Field Maintenance
Turfgrass Soil Management
Golf Course Design and Construction Techniques
Weed Management
Turf and the Environment
Turfgrass Practices

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4.4 Internship program

a. The internship experience is an integral part of the Program. It complements basic turf courses and stimulates interest and understanding in advanced turf courses offered following the internship. MSU and other American universities offering turf degrees use this model.

b. MSU will use its best efforts to secure paid internship opportunities for students of the Program in the United States, Canada, Australia, New Zealand, and in Europe or in other suitable foreign countries.

4.5 Visa Requirements. Study and internships in the United States and other countries, for Chinese faculty selected for training at MSU, Program students undertaking internships, and MSU faculty working in China, is contingent on the timely receipt of appropriate visas, certificates, and any other permits required by the relevant countries. None of the parties can guarantee that prospective faculty or students will be able to receive a visa, certificate, or permit, but each party will provide reasonable assistance in obtaining them.

ARTICLE 5 -- FINANCIAL ARRANGEMENTS

5.1 Tuition.

a. Rate. Since the first Cohort of students was admitted to the Program in the fall of 2006, the tuition rate has been $200 per credit for Program students. That rate will remain in effect through Cohort 7 students who will be admitted to MSU in the fall of 2012. Beginning with Cohort 8, students who will be admitted to MSU in the fall of 2013, the tuition rate will be increased to $300 per credit for a two-year period, with additional increases for future cohorts being set at the annual meetings of the five universities. The next increase in tuition will be for Cohort 10 students, who will be admitted to MSU in 2015. The amount of this increase will be decided at the annual meeting in 2010. However, once set, the tuition for each Cohort will remain fixed during the two years of enrollment in MSU. The annual tuition increases will continue for each successive Cohort until Program students pay the same tuition as other students who are residents of the State of Michigan. The Chinese Cooperating Universities will collect tuition from the Program students. Each Chinese Cooperating University will collect the tuition from their own students each semester the students are enrolled in MSU. MSU and the Chinese Cooperating Universities will consult each other if future tuition adjustments are necessary.

b. Enrollment Factor. MSU has set its tuition for the Program on the basis of a minimum Program enrollment of 35 students. Should the enrollment in the Program be lower than 35, all parties concerned will have further discussion about whether to continue the Program, and if the Program continues with lower enrollments, MSU and the Chinese Cooperating
Universities will work together to resolve any issues caused by the lower enrollment. However, due to the logistical difficulties of placing and supervising a large number of students on internships, MSU reserves the right to limit the number of students admitted in any given Cohort should that become necessary in the future.

c. Sharing. Each of the Cooperating Chinese Universities may retain 25% of the fourth and fifth year tuition collected from the Program students it enrolls, prior to remitting the remaining 75% to MSU. Since the Host university in China incurs additional financial and logistical burdens while students are on their campus, the Cooperating Chinese Universities shall decide how their 25% of tuition revenues will be allocated among the Host and the non-Host universities.

5.2 Expenses.

a. Chinese Cooperating Universities faculty training. The Chinese Cooperating Universities will pay for international travel of the Chinese faculty members to be trained at MSU. MSU will pay for the education and reasonable living expenses for the Chinese Cooperating Universities’ faculty members while studying at MSU; provided, however, that the Chinese Cooperating Universities will reimburse MSU for such expenses if the trained Chinese faculty member does not teach MSU courses at the Chinese cooperating universities for at least three (3) consecutive years after the MSU training.

b. The Chinese faculty members teaching MSU courses. MSU will compensate each Chinese faculty $2,000 U.S. for each MSU course taught by the Chinese faculty at the Host University. Each Chinese faculty will live at the Host University each semester while teaching one or two program courses and all Program students will study and take courses at the Host University. MSU will bear each Chinese faculty member’s accommodation expenses at the Host University and the travel expenses between the faculty member’s own university and the Host University.

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

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 Chinese 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.
5.3 **Money Transfer; Currency.** Each Chinese Cooperating University will collect and promptly pay to MSU, in U.S. dollars, an amount equal to all tuition and any other charges for students from its university who are enrolled in the fourth and fifth year while taking courses that earn MSU credits, less the Chinese Cooperating Universities' share of such amounts pursuant to Section 5.1 (c) of this Agreement. The Chinese Cooperating Universities will remit the collected tuition to MSU within 30 days after receiving the MSU invoice each semester during the fourth and fifth years of the Program. The Chinese Cooperating Universities will pay all transfer fees for remitting such net amounts to MSU and will bear any cost or gain any benefit of the exchange rate risk for such amounts between the RMB and the U.S. dollar. MSU will pay promptly the Chinese Cooperating University faculty $2,000 in U.S. dollars for teaching MSU courses. MSU will pay any transfer fee for remitting the Chinese faculty salaries and will bear any cost or gain any benefit of the exchange rate risk for the salaries between the RMB and the U.S. dollar.

**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 **Duration of the Agreement.** The term of this Agreement will commence on the date that this Agreement is fully executed by duly authorized officials of all parties and will continue thereafter for five (5) years.

8.2 **Termination.** If any of the parties wish to terminate this Agreement, it must give the other parties written notice one-hundred eighty (180) days in advance of the termination date, and termination may occur only 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.

8-04-2009. Accepted by all partners 10-12-09.
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:

Michigan State University
Name: Dr. Eunice F. Foster, Associate Dean,
Address: College of Agriculture and Natural Resources
121 Agriculture Hall, East Lansing, MI 48824-1039
Telephone: 517-355-0234
Fax: 517-355-8384
E-Mail – fosteref@msu.edu

Beijing Forestry University
Name: Dr. Zhang Zhiqiang, Director, Office of International Cooperation and Exchange
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Northeast Agricultural University
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Suzhou Polytechnic Institute of Agriculture
Name: Mr. Guo Zhihai, Director, Foreign Affairs Office
Address: Telephone: Fax: E-Mail – szny@vip.163.com

9.3. Entire Agreement; Modifications. This Agreement states the entire agreement 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 all parties. This Agreement is signed below by the duly authorized representative(s) of each party and may be executed in two (2) or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The Agreement is effective as of the last date signed by the parties.

MICHIGAN STATE UNIVERSITY
By: Dr. James J. Kells
Title: Chairperson, Department of Crop and Soil Sciences
Date: 10/13/09

By: Dr. Jeffrey D. Armstrong
Title: Dean, College of Agriculture and Natural Resources
Date: 10/14/09

By: Dr. Jeffrey M. Riedinger
Title: Dean, International Studies and Programs
Date: 10/18, October 2009

By: Dr. Kim A. Wilcox
Title: Provost
Date: 10/13/09

8-04-2009. Accepted by all partners 10-12-09.