

Agreement of Cooperation and Exchange

between

Soochow University, PRC

and

Board of Trustees of the University of Arkansas, acting for and on

behalf of

University of Arkansas, Fayetteville, USA

March, 2013

The Outline of Agreement:

Name: Soochow University, the People's Republic of China

(Hereinafter SU)

Address: No. 1 Shi Zi Street, Cang Lang District, Suzhou, Jiangsu Province (215006)

Principal: Zhu Xiulin

Contact Person: Pan Xiaozhen Tel: 0512-65880158 Fax: 0512-65880158

E-mail: pxin1005@yahoo.com.cn

Name: The University of Arkansas, the United States of America

(Hereinafter UAF)

Address: 232 Silas H. Hunt Hall 1 University of Arkansas Fayetteville AR 72701

President: G. David Gearhart

Contact Person: Amy Lynn Farmer Tel: 479-575-6093 Fax: 479-575-2525

E-mail: AFarmer@walton.uark.edu

Preamble:

UAF and SU, consistent with the laws of the United States and the State of Arkansas and the policies of the Board of Trustees of the University of Arkansas according to "Education Law of the People's Republic of China", "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", "Measures for Implementations of the People's Republic of China on Chinese-Foreign Cooperation in Running Schools" and have a mutual interest in developing a dual degree program in Logistics and Supply Chain Management through a 3+1 undergraduate cooperative program in a spirit of friendship, equality and mutual interest and to enrich the understanding of the two cultures, this agreement is designed to facilitate collaboration and cooperation between the two universities in these areas of mutual interest, for the purpose of enhancing their contribution to higher education internationally.

The two institutions agree to the following terms:

Article 1: Interpretation

In this Agreement, unless the context otherwise requires: "Parties" means both SU and UAF; "Party" means either SU or UAF.

Article 2: Scope of Cooperation

2.1 The Parties wish to establish a four-year undergraduate Logistics Management (specialization in International Supply Chain Management) program. This program will lead to a SU diploma and degree, and also a UAF Bachelor of Science in Business Administration (B.S.B.A.) with a specialization in logistics and supply chain management.

2.2 The Parties have agreed that the program will be conducted in accordance with the terms and conditions set out in this agreement.

2.3 The Parties have agreed that the delivery of the program will conform to the normal academic standards and values of the participating institutions and that the academic traditions of each institution shall be respected.

Article 3: The Undergraduate Cooperative Program

3.1 The specialization of the program will be logistics and supply chain management.

3.2 The program will be incorporated with the PRC national enrollment plan. SU will recruit students according to state regulations beginning in 2013 with the goal of attracting 100 qualified students per year.

3.3 The Parties will establish a 3 + 1 teaching plan and carry out the 4-year-program in two periods. The first period refers to the first 3 years. SU students will study full-time in SU, finish required courses, and pass the exams. The second period refers to the fourth year. Students will study full-time at UAF, finish required courses, and pass the exams. This final year may require 12 months to complete.

3.4 The aim of program is to share good educational resources, promote teaching reform and develop special disciplines in order to foster students' knowledge and practical abilities.

3.5 The Parties will evaluate students and give grades/scores according to the guidelines established in the course syllabus. After the completion of all program requirements, qualified students will be granted the diploma and degree of SU, and the degree of UAF.

3.6 SU students selected to participate in this program must have the English proficiency necessary to complete selected courses taught in English during the first 3 years at SU and to meet the minimum English proficiency requirements for admission to the B.S.B.A. program at UAF. SU students must also meet an agreed upon demonstration of success in their SU courses.

3.7 The Parties will work collaboratively to establish a program to cultivate talented

students. According to the requirement of China Ministry of Education, the courses provided by UAF will separately account for more than one third of the general courses and core courses in the program.

3.8 Both SU and UAF will provide teaching faculty acceptable by both sides according to the course curriculum needs. According to the requirement of China Ministry of Education, the amount of specialized courses overseen and approved by UAF will account for more than one third of general courses and total credit hours required for the program.

3.9 SU will evaluate the teaching content and materials for courses conducted at SU according to its own teaching regulations, provided that they are deemed acceptable for transfer credit by UAF. The Parties will jointly evaluate the courses which use UAF materials according to the evaluation standards provided by UAF. UAF will evaluate the teaching content conducted in UAF according to its own evaluation standards.

3.10 If students interrupt their studies or fail in exams and they are not able to make progress towards the degree, they will only be awarded credit for courses completed up until withdrawal or dismissal.

3.11 UAF will grant the B.S.B.A. degree to SU students who have obtain the required credits for completion of the degree. A minimum of 60 credit hours must be taken as UAF courses.

Article 4: Student Support

4.1 Both Parties will make sure that the students in the program enjoy equal rights with other students studying at their institutions. The parties will respectively provide teaching resources, classrooms, facilities, libraries, computers and network connections.

4.2 Each university shall make every reasonable effort to assist the students in arranging suitable accommodations. The participating students shall be responsible for their own food, accommodation, travel, books, transportation, passports, visas, insurance, and other personal expenses at the students sole cost and expense.

4.3 Both Parties shall provide the students appropriate assistance in registration, campus life, cultural adjustments, health, language, and local custom that may arise.

4.4 In the event that a student fails to obtain a student visa to initiate study in the USA, they will stay in SU in fourth year and try to pass exams to achieve diploma and degree of SU.

Article 5: Obligations of Soochow University

5.1 SU will secure all necessary approvals from Chinese education authorities to offer and run the program.

5.2 SU will secure all necessary approvals from appropriate Chinese authorities related to charging standards for offering and administering this proposed dual degree program.

5.3 SU will make sure that accepted students meet admissions requirements at both SU and UAF and understand the requirements and expected outcomes of the program.

5.4 SU will offer courses and hold exams in the first three years according to the plans negotiated by the Parties.

5.5 SU will assist UAF faculty coming to teach courses at SU in obtaining the Chinese visa and provide adequate teaching conditions and living accommodations during their stay.

5.6 SU will ensure that qualified students receive the diploma and degree of SU after they obtain the degree at UAF.

Article 6: Obligations of University of Arkansas

6.1 UAF will offer courses and hold exams according to plans and timetable negotiated by both Parties.

6.2 UAF will make appropriate preparation for scholarly visits of SU faculties by arranging appropriate teaching and living arrangements when they stay in UAF.

6.3 UAF shall provide participating students with the necessary documents and information for student visa purposes in accordance with current USA laws.

Article 7: Management of Fees

7.1 SU will calculate the tuition and fees that SU students pay for their studies in the first three year and report to relevant authorities in order to get approval.

7.2 SU will set up a specified account to deal with the income and expense of the program and spend the money for specified purposes. SU will handle the income and expense issues according to the financial regulations of SU.

7.3 The tuitions that students pay for their studies in UAF will be charged by each party according to its different standards. The parties have no claim on interfering with each other on fee-collection. SU students will pay for their living expenses, airfare, and medical insurance in SU and UAF.

Article 8: Other Cooperation

Besides this program, the Parties will carry out cooperation on other aspects including communication between teachers and students, development of new cooperation majors and so on.

Article 9: Intellectual Property

All intellectual property rights in any trademarks, trade names, service marks, logos, symbols and other identifying marks of UAF are and shall remain the sole and exclusive property of UAF and SU shall not acquire any right, title or interest therein under this Agreement. Any use of intellectual property by SU which is owned by UAF, including, but not limited to, course syllabus, course design or course materials, must be approved in advance in writing as provided by the policies and procedures of UAF. Likewise, all intellectual property rights in any trademarks, trade names, service marks, logos, symbols and other identifying marks of SU are and shall remain the sole and exclusive property of SU and UAF shall not acquire any right, title or interest therein under this Agreement. Any use of intellectual property by UAF which is owned by SU must be approved in advance in writing as provided by the policies and procedures of SU. This provision shall survive the termination or expiration of this Agreement.

Article 10: Non-Discrimination

The parties agree that they shall not discriminate against any individual based on race, gender, age, national origin, religion, sexual orientation or disability.

Article 11: Coordination

The program will set up a coordination office to be responsible for the work including application of the program, establishment of cultivation plan and course structure, preparation for teaching, etc. The parties will each designate a coordinator of this Agreement to take charge of this program, including curriculum development and logistics. The coordinators will meet each other at least once a year and discuss the progress of the course and each university shall notify the other party in writing if there is a change in the name and address of the coordinator.

Article 12: Duration, Modification, Termination

12.1 This Agreement commences on the date of approval by China Ministry of Education. This Agreement will remain in force until August 30, 2021.

12.2 No later than June 30, 2020, the Parties will undertake jointly and on several occasions, an evaluation of the Program to determine whether to extend the period of the Agreement. The Parties must agree to any such extension in writing.

12.3 This Agreement constitutes the entire agreement between the Parties and supersedes all communications, negotiations, arrangements and agreements, whether oral or written, between the Parties with respect to the subject matter of this Agreement.

12.4 Other unmentioned matters related to the conduct of this Agreement will be negotiated and agreed through friendly negotiation by the Parties, and shall be reduced to writing and signed by authorized representatives of both Parties before taking effect.

12.5 This agreement is valid for eight years from the date of signature by both parties. Any changes to the agreement will require written acceptance by both parties on an amendment duly signed. Either party shall have the right to terminate the agreement by giving written notice six months in advance of the termination date. In the event of cancellation or major revision of this agreement, the receiving university shall provide current participants who have completed three years of study with the opportunity to complete their approved program of study.

Article 13: General Provisions

13.1 The parties agree that the terms and conditions of this Agreement are hereby subject to and limited by any and all policies, procedures or laws governing each of the respective institutions. Neither party, therefore, will be required or obligated to perform any promise or covenant contained in this Agreement to the extent that such an action would violate the respective policies, procedures or laws governing that institution. In the event of such an occurrence, then either party may terminate this Agreement upon 30 days advance written notice to the other party; provided, however, that both parties will be responsible for fulfilling the terms and conditions of any other agreements previously developed and entered into under this Agreement subject to the terms, conditions, and any limitations therein contained.

13.2 The parties further agree that they are independent parties with respect to the performance of this Agreement and initiatives entered into under this Agreement.

13.3 The terms of this Agreement may be modified or amended only by a written

instrument signed by both parties hereto.

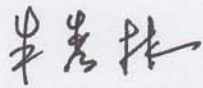
Article 14: Signature

This Agreement is in duplicate in the Chinese and English languages, both texts being legally binding. Both texts are in two copies for each party.

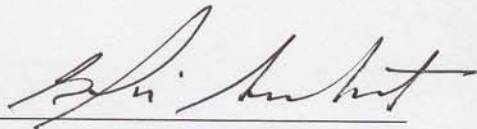
Executed as an Agreement:

Soochow University, Suzhou, PRC

Board of Trustees of the University of
Arkansas Acting for and on behalf of
the University of Arkansas
Fayetteville, USA



Zhu Xiulin, President, SU



G. David Gearhart, Chancellor, UAF

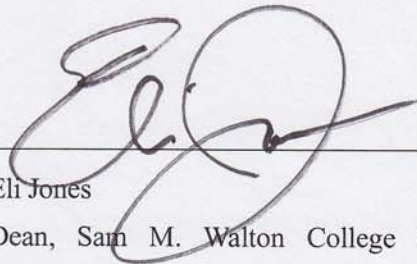
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Date

Date 2013-3-8



Jin Taijun
Dean, School of Politics and Public
Administration



Eli Jones
Dean, Sam M. Walton College of
Business

2013-3-7

Date

3/4/13

Date