

INTERNATIONAL AGREEMENT
RECIPROCAL STUDENT EXCHANGE PROGRAM

Between

Southeast University in Nanjing, People's Republic of China

And

Washington State University in Pullman, Washington, USA

THIS INTERNATIONAL AGREEMENT (AGREEMENT) is made and entered into by and between WASHINGTON STATE UNIVERSITY (WSU) and SOUTHEAST UNIVERSITY (SEU) for the purpose of establishing a Reciprocal Student Exchange Program (RSEP). This program is undertaken to enhance the exchange of scientific knowledge and cultural traditions at the global level in keeping with both parties' commitment to international scientific and cultural exchanges.

In no event do the parties intend to create under this AGREEMENT any separate legal or administrative entity.

THEREFORE, IT IS MUTUALLY AGREED THAT:

ARTICLE I. SCOPE OF PARTIES' CONTRIBUTIONS

A. WSU's and SEU's Contributions:

WSU and SEU agree to perform the following services and/or provide the following personnel, equipment, materials, and otherwise do the following things that are necessary for and incidental to the performance of this AGREEMENT.

1. NUMBER OF STUDENTS AND DURATION OF STAY

On an annual basis, WSU and SEU will exchange up to four (4) semesters of exchange students. These Exchange Students will be nominated by their home university. Upon acceptance at the host institution, Exchange Students may enroll as full-time, non-degree seeking students for a maximum of one (1) academic year (2 semesters).

2. RECIPROCITY AND WAIVER OF TUITION

This reciprocal agreement is based on a balanced exchange of students. The AGREEMENT will remain in effect or be terminated per the terms of this agreement with consideration of the ability of both institutions to balance the exchange.

WSU and SEU will communicate annually to determine the number of Exchange Students to be nominated during the subsequent academic year. Following this process, each institution must confirm in writing the number of students to be accepted in its respective program. At no time will the exchange imbalance be allowed to exceed two (2) academic years (4 semesters). If the imbalance exceeds four (4) semesters:

- a. The institution that has sent the greater number of Exchange Students must suspend sending students until the balance is restored.
- b. The institution that has sent the lesser number of Exchange Students may increase the number of students it sends by mutual agreement until the balance is restored.
- c. The institution that has sent the lesser number of Exchange Students may agree to continue to accept Exchange Students, but these Exchange Students shall pay full tuition and fees as required by the receiving institution until a balance is restored.

The Exchange Student(s) will pay tuition to his/her home institution at the rate established by the home institution. The host institution agrees to waive the cost of an Exchange Student's tuition. It is understood by both parties that the waiver of tuition is granted based on available funds.

Students are responsible for any per-credit fees assessed for courses taken in excess of full-time status. Other costs, including student international travel, service and activity fees, books, supplies, meals, health insurance, and other incidental expenses arising out of the exchange will be the responsibility of the Exchange Student.

3. EXCHANGE STUDENT SELECTION AND SCREENING

This exchange program is open to all undergraduate students, regardless of college. Exchange Students will be permitted to enroll in any courses for which they meet the pre-requisites on a space available basis unless the academic program is subject to limited enrollments.

Students participating in the exchange program under the terms of this agreement shall be selected initially by the home institution, with the host institution making the final admission decision in each case. The following selection criteria will generally apply, but may be varied in appropriate cases:

- a. Successfully completed at least one (1) year of university work prior to the exchange;
- b. Be in good academic standing as reflected by a minimum 85% average or GPA of 3.0 on a 4.0 scale; and
- c. Satisfy language proficiency requirements in force at the host institution at time of student application.
See: <http://admission.wsu.edu/requirements/international.html> for current WSU requirements.

A complete set of application materials will normally consist of the following:

- a. Host institution application forms (including health clearance and reference forms);
- b. Official copy of applicant's academic transcript;
- c. Two (2) letters of recommendation written by faculty members acquainted with the applicant; and
- d. For WSU, Proof of English Proficiency.

Institutions will observe the following Exchange Student application deadlines:

- a. SEU must receive all application materials by March 1 for fall semester or academic year enrollment and by October 1 for spring semester or calendar year enrollment.
- b. WSU must receive all application materials by March 1 for fall semester or academic year enrollment and by October 1 for spring semester or calendar year enrollment.
- c. These deadlines also apply to applications received for a substitute or alternate nominee.

Insofar as possible, the Administrative Contact at the receiving institution will inform the Administrative Contact at the sending institution in writing regarding the admission of its nominee(s) by May 1 for fall entry and by November 1 for spring entry. The host institution reserves the right to determine the final admission eligibility of each student nominee.

All Exchange Students must obtain a valid student visa issued by the host country for the duration of their stay. Students may not stay in the host country beyond the expiration of their student visa.

4. ENROLLMENT

Exchange Students must maintain full-time enrollment:

- a. Full-time study for undergraduates at WSU is defined as twelve (12) to eighteen (18) semester credit hours per fall and spring semesters.
- b. Full-time study at SEU is defined as twelve (12) to eighteen (18) semester credit hours per fall and spring semesters.

Exchange Students wishing to withdraw prior to the end of their exchange must get approval in writing from both the home and host institutions.

5. INSTITUTIONAL RESPONSIBILITIES

Both institutions shall:

- a. Provide each other with paper or on-line applications, institutional catalogs, course listings and descriptions, and other academic material pertinent to the selection of courses by Exchange Students on a regular basis;
- b. Provide accepted Exchange Students with a formal letter of admission and other documents as may be required for establishing student visa status and other purposes. All students attending WSU under this agreement will be processed under the J-1 Exchange Visitor program;
- c. Provide tuition to Exchange Students as agreed in compliance with state and/or locally governing law;
- d. Assign admitted Exchange Students to the appropriate school, department, division or faculty, and to appropriate academic advisors;
- e. Permit Exchange Students the same freedom of choice in course selection as regularly enrolled students at the host institution, to the extent that their language competence allows;
- f. Conduct a pre-departure student orientation that includes a summary of this agreement;
- g. Conduct new student orientation and assist students in settling into campus life;
- h. Make available all student services and facilities as available to regularly enrolled students;

- i. Send one (1) official transcript of grades for each Exchange Student to the administrative contact at the home institution after completion of each academic semester;
- j. Notify the home institution of the nature and amount of any additional funding the Exchange Student receives, such as a stipend or scholarship, so that the home institution may comply with financial aid guidelines; and
- k. Notify the other institution immediately, in writing, of any changes in the academic status of the Exchange Students.

6. HOUSING

WSU and SEU will place all Exchange Students in university housing for the duration of their exchange period. Exchange Students are not permitted to live off campus unless campus housing is unavailable. If university housing is unavailable, the host institution will assist Exchange Students in finding accommodation for the duration of their exchange period.

7. CONDUCT OF EXCHANGE STUDENTS

Exchange Students will be expected to abide by the laws of the host country and the policies and regulations of the host institution. Students must maintain satisfactory, full-time academic performance as defined by the host institution.

The host institution may dismiss Exchange Students from the RSEP for violating the rules and regulations of the host institution or failing to maintain satisfactory academic performance during the exchange period. The host institution will consult with appropriate officials of the home institution prior to the imposition of any disciplinary action or sanction.

8. JOINT SUMMER SCHOOL ACTIVITIES

Annually the Honors College at each institution will arrange a one (1) week summer visit program for three (3) undergraduate students from the other institution. The visit program will take place in July to early September of each year.

This reciprocal summer visit program is based on a balanced exchange of students. WSU and SEU will communicate annually to determine the number of visiting students for the subsequent summer program. Following this process, each institution must confirm in writing the number of students to be accepted in its respective summer program. At no time will the imbalance be allowed to exceed three (3) visiting students.

Students participating in this program will tour the host campus, sit in on regularly scheduled classes with the permission of instructor, and meet and talk with students. Visiting students will stay in the residence halls. All costs, including international travel, supplies, housing, meals, and other incidental expenses arising out of the exchange visit, will be the responsibility of the visiting student.

B. Precondition of Adequate Funding

Implementation of the activities contemplated by this AGREEMENT is dependent upon the ability of the parties to secure adequate funding to support such activities and the legal constraints upon each institution. In the event an institution is unable to secure adequate funding to support the activities contemplated by this AGREEMENT, that institution will not be considered to be in breach of this AGREEMENT.

C. Payment

Under this AGREEMENT, the parties agree to the following program costs:

- a. Grant an exemption of tuition for incoming Exchange Students. This exemption does not cover additional course fees such as laboratory charges or credits above full time enrollment.
- b. Send one (1) official transcript of grades for each Exchange Student to the administrative contact at the home institution after completion of each academic term (semester). Students must be allowed to purchase additional copies of their transcript.

WSU and SEU will inform out-going Exchange Students that they are responsible for any and all personal expenses including, but not limited to, the following:

- a. Transportation and expenses to and from the host institution;
- b. Room and board costs, including laundry fees and mandatory dormitory dues;
- c. All student health and wellness fees;

- d. Textbooks and other related education supplies;
- e. Mandatory student recreation center fees;
- f. All personal costs in the host country (clothing, entertainment, incidentals, etc.);
- g. Medical/Health/Dental Insurance as required by the host institution;
- h. Any medical/health costs that are not covered by insurance;
- i. Any additional course fees, such as laboratory charges; and
- j. Any mandatory user fees that may be imposed by the host institution (including late fees and fines).

D. Billing

The parties agree that due to the reciprocity nature of this AGREEMENT, there will be no billing.

ARTICLE II. PERIOD OF PERFORMANCE

Subject to the provisions of performance, this AGREEMENT shall commence on the date of the last signature and remain in effect for an initial period of five (5) years. Thereafter, so long as the exchange program is able to demonstrate a balance, the AGREEMENT shall renew automatically each year.

This AGREEMENT is subject to annual review by both parties as stated in Article I. During the review of the agreement, the decision to terminate or renegotiate the terms shall be made on the basis of mutual consent between the two parties in writing and e-mail communication is acceptable.

ARTICLE III. NON-DISCRIMINATION

Each party certifies that it will not discriminate in the performance of this Agreement on the basis of race, color, national origin, gender, sexual orientation (to include gender identity), religion, veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained guide dog or service animal by a person with a disability, in compliance with (a) Presidential Executive Order 11246, as amended, including the Equal Opportunity Clause contained therein; (b) Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans Readjustment Act of 1974, as amended, and the Affirmative Action Clauses contained therein; (c) the Americans with Disabilities Act of 1990, as amended, and (d) Washington state civil rights and nondiscrimination laws. The parties further agree they will not maintain facilities which are segregated on the basis of race, color, religion or national origin in compliance with Presidential Executive Order 11246, as amended, and will comply with the Americans with Disabilities Act of 1990, as amended, regarding programs, services, activities and employment practices.

ARTICLE IV. RECORDS MAINTENANCE

The parties to this AGREEMENT will each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services and work contemplated by AGREEMENT. These records will be subject to inspection, review or audit by personnel of parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. In instances when access to any WSU student records is required, such request will be subject to the Family Educational Rights and Privacy Act (FERPA) procedures. Request related to access of any WSU student records must be made in writing to the WSU Registrar's office. All records related to this AGREEMENT will be retained for six years after expiration of this AGREEMENT.

Records and other documents, in any medium, furnished by one party to this AGREEMENT to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to prevent erroneous disclosure of records and documents provided by the other party to third parties.

ARTICLE V. RIGHTS IN DATA AND INTELLECTUAL PROPERTY

Any data or intellectual property which originates from this AGREEMENT will be owned by the party creating such data or intellectual property. Data will include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

ARTICLE VI. COMPLIANCE WITH IMMIGRATION LAWS AND REGULATIONS AND EXPORT CONTROL

The exchange or visitation of participants outlined in this AGREEMENT will be subject to all applicable immigration laws and regulations of COUNTRY and the United States of America and any limitations and/or restrictions related

thereto. The terms and conditions of this agreement are subject to compliance with the parties' home countries laws and policies, including those on export and import control.

ARTICLE VII. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this AGREEMENT will continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

ARTICLE VIII. AGREEMENT AMENDMENTS

This AGREEMENT may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

ARTICLE IX. TERMINATION

Either party may terminate this AGREEMENT upon six (6) months prior written notification to the other party. If this AGREEMENT is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this AGREEMENT prior to the effective date of termination and the universities will honor the AGREEMENT for enrolled participants until their program is completed.

ARTICLE X. DISPUTES

In the event that a dispute arises under this AGREEMENT, the English language version shall prevail. The parties shall make every effort to resolve the dispute themselves.

ARTICLE XI. GOVERNANCE

WSU enters into this AGREEMENT pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this AGREEMENT shall be construed to conform to those laws.

ARTICLE XII. ASSIGNMENT

The work to be provided under this AGREEMENT, and any claim arising under this AGREEMENT, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party.

ARTICLE XIII. WAIVER

A failure by either party to exercise its rights under this AGREEMENT shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this AGREEMENT unless stated to be such in a writing signed by an authorized representative of the party and attached to the original AGREEMENT.

ARTICLE XIV. SEVERABILITY

If any provision of this AGREEMENT or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this AGREEMENT which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this AGREEMENT, and to this end the provisions of this AGREEMENT are declared to be severable.

ARTICLE XV. ALL WRITINGS CONTAINED HEREIN

This AGREEMENT contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this AGREEMENT shall be deemed to exist or to bind any of the parties hereto.

ADMINISTRATIVE CONTACT:

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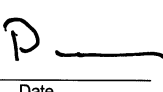
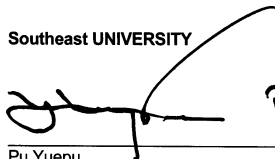
Washington State University

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IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS INTERNATIONAL AGREEMENT.

Southeast UNIVERSITY

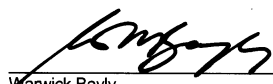
WASHINGTON STATE UNIVERSITY



Pu Yuepu
Vice President

Date

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Warwick Bayly
Provost & Executive Vice President