MEMORANDUM OF UNDERSTANDING

项目合作框架协议

UWRF: The University of Wisconsin-River Falls
UWRF：美国威斯康星大学河瀑分校
SZC: Shanghai Zizhu College
SZC：上海紫竹国际教育专修学院

1. The background of collaboration

合作背景

According to the collaborative relationship between the University of Wisconsin-River Falls (hereinafter referred to as ‘UWRF’) and American Center for Education Pte. Ltd (hereinafter referred to as ‘ACE’) on university general education courses, UWRF, ACE and Shanghai Zizhu International Education Park Co. Ltd (hereinafter referred to as ‘ZIEP’) have signed the agreement to launch the Dual Degree program for Bachelor of Science degrees in Physics and Engineering and the American general education program towards the American Bachelor Degrees on June 1, 2016. In addition, ACE and ZIEP also signed a supplementary agreement in order to confirm the rights and obligations between the two parties on August 18, 2016.

鉴于美国威斯康星大学河瀑分校与新加坡美国高等教育学院之间的课程合作关系，美国威斯康星大学河瀑分校（以下简称“UWRF”）、新加坡美国高等教育学院（以下简称“ACE”）和上海紫竹国际教育园区有限公司（以下简称“ZIEP”）三方曾于2016年6月1日在上海紫竹国际教育园区共同合作引入美国高等学校阶段学分课程签署协议。2016年8月18日，新加坡美国高等教育学院和上海紫竹国际教育园区有限公司针对上述三方协议签署了补充协议，确认两方间权利义务关系。

On May 15, 2017, UWRF informed ZIEP that UWRF has terminated the collaborative relationship with ACE by an official letter. In view of this, the two agreements mentioned above, which were signed on June 1, 2016 and August 18, 2016 among three parties have been automatically invalidated.

2017年5月15日，美国威斯康星大学河瀑分校向上海紫竹国际教育园区有限公司发送正式信函，告知美国威斯康星大学河瀑分校已结束与新加坡美国高等教育学院的合作关系。鉴于此，上述2016年6月1日与2016年8月18日签署的两份协议合作基础已经不复存在，其合作协议自动失效。

In this case, UWRF and Shanghai Zizhu College (a wholly-owned institution of
tertiary education by ZIEP, hereinafter referred to as ‘SZC’) have agreed to establish collaborative partnership on “the University of Wisconsin-River Falls (UWRF) general education program towards the American Bachelor Degrees” (hereinafter referred to as ‘Program’).

上述事件之后，美国威斯康星大学河瀑分校与上海紫竹国际教育专修学院（以下简称“SZC”）——由上海紫竹国际教育园区有限公司全资设立的高等教育机构，就双方之间合作重新进行多次磋商，经过友好沟通，本着优势互补、平等互利、合作共赢的原则，双方就合作举办“美国威斯康星大学河瀑分校本科学分课程项目”（以下简称“本项目”）达成合作共识。

2. Content of collaboration

合作内容

UWRF and SZC agree to implement and administrate the Program together. SZC introduces the first year undergraduate courses with the assistance from UWRF. UWRF and SZC jointly carry out the recruitment work. Students who are enrolled in the Program should meet all SZC and UWRF admission requirements. Approximately 30 credits may be accepted by UWRF, contingent upon review by appropriate UWRF content experts, after students have successfully completed the first year study at the SZC campus. Students may transfer to UWRF’s campus located in United States beginning their second year. Students who have completed all the required courses will be granted a Bachelor’s degree by UWRF.

UWRF 和 SZC 双方合作举办“美国威斯康星大学河瀑分校本科学分课程项目”，SZC 在 UWRF 协助下开发相关的大学本科第一年通识课程。UWRF 和 SZC 双方联合开展招生工作，学生达到双方共同确定的入学要求后被录取为本项目在籍学生。学生在 SZC 校园内完成本项目一年学习后，经 UWRF 教育专家评估确认后，其所获得的约 30 学分被 UWRF 所承认并豁免，并直接进入 UWRF 美国校区大学本科第二年孙参加学习，完成所有学业要求的学生，可获得由 UWRF 颁发的学士学位。

3. Responsibilities and obligations

责任和义务

1) UWRF’s responsibilities and obligations

UWRF 的责任和义务

i. UWRF shall provide the curriculum and syllabi of the university’s general education and assist SZC in determining the courses offered at SZC’s campus.

UWRF 应提供大学本科学分课程的课程体系和教学大纲，并帮助 SZC 确定在 SZC 校园开设的课程。
ii. UWRF shall provide recommendations on faculty qualifications to meet United States accreditation standards. UWRF will seek to provide, when possible, a faculty member to teach at the SZC campus. UWRF faculty or staff will visit periodically to provide support and assistance.

UWRF 应提供符合美国认证标准的师资要求，并尽可能委派一名教职员工在 SZC 任教。UWRF 教职员工将定期到 SZC 提供支持和帮助。

iii. UWRF Office of International Education shall jointly set up an advisory committee with SZC to address needs of the Program.

UWRF 国际教育办公室应与 SZC 共同设立一个顾问委员会商讨解决本项目相关的问题。

iv. UWRF shall provide relevant opinions and set the admission criteria and requirements on how to enroll students on the basis of the comprehensive analysis of the applicant’s situation.

UWRF 应提供招生的相关意见并确定入学标准和要求。

v. UWRF shall assist with the promotion of the Program.

UWRF 应协助推广本项目。

vi. UWRF shall provide admission letters to students who are eligible for undergraduate admission conditions with UWRF and reach the required English competence in the meantime. The admission letters will be provided when the students are admitted to the Program. Additionally, UWRF shall provide access to a variety of resources for those students.

UWRF 应为达到 UWRF 录取条件并经英语能力达标的学生提供录取信，录取信应在学生录取到本项目时发放。另外，UWRF 须为上述学生提供一系列学习资源。

vii. UWRF shall provide conditional offer letters to students who are eligible for undergraduate admission conditions with UWRF, but slightly weak in English. The conditional offer letters will be provided when the students are admitted to the Program. These students will participate in the English Language Transition program at UWRF. Additionally, UWRF shall provide access to a variety of resources for those students.

UWRF 应为达到 UWRF 录取条件，但英语能力稍弱的学生提供有条件录取信，有条件录取信应在学生录取到本项目时发放。上述学生可参加在 UWRF 校园举办的英语语言衔接课程。另外，UWRF 须为上述学生提供一系列学习资源。

viii. UWRF shall accept courses completed by the SZC students as long as the students complete the courses with grades of C or better. Students must have a 2.0 or higher overall Grade Point Average (GPA). Some programs may require a higher GPA.
UWRF 应录取第一学年各科成绩达到 C 或以上，GPA 达到 2.0 以上的本项目学生，但某些专业可能要求更高的 GPA 成绩。

ix. UWRF shall guide SZC students through the admissions process and provide the necessary visa documents to the Program students for study in the United States.

UWRF 应指导 SZC 学生的录取流程并提供本项目学生赴美学习的必要签证材料。

2) SZC’s responsibilities and obligations

SZC 的责任和义务

i. SZC shall recruit and manage qualified and experienced teachers to ensure the quality of teaching.

SZC 应招募并管理合格的师资以保证教学质量。

ii. SZC shall jointly set up an advisory committee with UWRF Office of International Education to address needs of the Program.

SZC 应与 UWRF 国际教育办公室共同设立一个顾问委员会商讨解决本项目相关的问题。

iii. SZC shall promote and carry out the recruitment work, and shall recruit students according to the standards and requirements of admission enacted by both parties.

SZC 应负责招生宣传和推广工作，招募达到双方共同确定的录取标准和要求的学生。

iv. SZC shall be responsible for daily administration and student management of the Program.

SZC 应负责对本项目的日常运作和学生管理。

v. SZC shall be responsible for preparing the Program students entering the second year of learning in United States, and shall provide a first year transcript which can be approved by UWRF. SZC shall assist UWRF to provide necessary assistance to the Program students for the study in the United States.

SZC 应负责帮助本项目学生第二年进入美国校园学习，并提供 UWRF 认可的第一年成绩单。SZC 应协助 UWRF 共同为本项目学生提供赴美学习所需的支持。

4. Others

其他

1) This agreement is written in Chinese and English, each version being of the
same legal binding force after signed by the representatives of both parties.

本协议有中、英文两种版本，经双方代表签字后具有同等法律效力。

2) This agreement shall come into force upon being signed and sealed by both parties and shall remain valid for five years.

本协议自双方签字盖章之日起生效，有效期为5年。

3) Both parties shall negotiate in a friendly and understanding manner.

未尽事宜，双方应本着友好和谅解的原则协商解决。

4) The provisions of this agreement may be amended, supplemented, or revoked by mutual agreement, in writing and signed by the authorized representatives of each institution.

本协议的条款可以书面形式进行修订、补充或经双方同意进行撤销，所有改动经双方授权代表签字后生效。

UWRF: The University of Wisconsin-River Falls
Signature of legal representative or authorized representative

美国威斯康星大学河瀑分校 法定代表人或授权代表人签字

Date 1-16-19

日期

SZC: Shanghai Zizhu College
Signature of legal representative or authorized representative

上海紫竹国际教育专修学院 法定代表人或授权代表人签字

Date 10-6-2018

日期