

**AGREEMENT OF COOPERATION
BETWEEN
ARKANSAS STATE UNIVERSITY AND SOUTH CHINA AGRICULTURAL UNIVERSITY**

Arkansas State University (hereafter referred to as ASU) and **South China Agricultural University** (hereafter referred to as SCAU), wishing to enhance relations between the two universities and to develop academic and cultural interchange in the areas of education, research and other activities, agree to cooperate and work together toward the internationalization of higher education.

The areas of cooperation will include any program offered at either university which is felt to be desirable and feasible for the development and strengthening of cooperative relationships between the two institutions. However, any specific program shall be subject to mutual consent, availability of funds, and the approval of each university. Such programs may include:

- a. Exchange of students
- b. Joint research projects
- c. Joint seminars/conferences/workshops

Student Exchange

In order to implement a program of student exchange between Arkansas State University (ASU) and South China Agricultural University (hereafter referred to as SCAU), the two universities hereby agree that:

1. An exchange program shall be administered through the Office of International Programs at ASU and the College of International Education at SCAU.
2. Each university may send some students for one semester per fiscal year. However, this number may vary in any given year, provided a balance of exchanges is reached over a two-year period. Participating students will register at the partner institution for one academic semester or for two academic semesters, depending on the needs and goals of the individual student. Exchange balances will be calculated by semester (i.e., an academic year exchange will be counted as a two separate exchanges).
3. The candidates from ASU will be students enrolled in a degree program at ASU. The candidates from SCAU will be students enrolled in a degree program at SCAU. Students nominated by the home institution will be accepted by the host institution for exchange provided that they meet the host institution's admission requirements for exchange students.
4. Each year by the established deadline, ASU will forward to the College of International Education at SCAU a list of students nominated for exchange, together with all appropriate documents.
5. Each year by the established deadline, SCAU will forward to the Office of International Programs at ASU a list of the students nominated for exchange, together with the appropriate documents as required by ASU. ASU will inform SCAU of the admission decision as soon as possible after the documents are submitted.

6. Each host institution will issue the appropriate documents for visa purposes in accordance with current immigration laws, although it is the responsibility of individual students to obtain a visa in a timely manner.
7. Students accepted for exchange will be enrolled as full-time students. SCAU students at ASU may enroll in all courses offered by the University subject to usual university regulations and policies. ASU students at SCAU may normally enroll in any courses offered at SCAU, subject to usual university regulations and policies.
8. Any academic credit that the students receive from the host institution will be transferred to the home institution provided that their program of study has received prior approval by the appropriate authorities at the home institution.
9. The participating students from SCAU or from ASU shall pay normal tuition and fees to their host institution in accordance with that institution's policies.
10. Incoming students will pay room and board to the host institution and live on campus, pending availability of housing. Expenses such as books, transportation, student health insurance fees and medical care, passports, visas, and personal expenses are the responsibility of the student.
11. Each university shall make arrangements for pickup upon the students' arrival at the nearest local airport. Transportation on departure shall be the responsibility of the student. A staff member from the Office of International Programs at each institution will be available to assist students during their stay at the host institution.
12. Each institution reserves the right to dismiss any participating student at any time for academic or personal misconduct in violation of established regulations. The dismissal of a participant shall not abrogate the agreement or the arrangements regarding other participants.
13. This exchange agreement shall remain in effect for an initial period of three years from the date of signing by both parties. Thereafter, it shall be automatically renewed from year to year. However, after the initial period, either university may terminate the agreement by giving a six-month notice in writing of such intent. Notwithstanding any such termination, all commitments already made in respect of a particular exchange student or faculty member shall be carried through completion.
14. **FORCE MAJEURE**
Neither party shall be considered in default in the performance of its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or because of any law, order, proclamation, ruling, regulation or ordinance of any government or subdivision of government or because of any act of God.
15. **ENTIRE AGREEMENT**
This Agreement constitutes the entire Agreement between the parties and supersedes any contemporaneous or previous written or oral agreements, representations, or undertakings concerning the matters and arrangements provided for in this Agreement.

No supplement, modification or amendment to this Agreement will be binding unless such supplement, modification, or amendment is in writing and signed by all parties.

16. WAIVER

A waiver of any provisions of this Agreement will not be considered a waiver of any other provision whether or not similar, nor will any waiver on one occasion constitute a continuing or permanent waiver.

17. NOTICE

Any request, notice, or other communication to be given under this Agreement must be in writing and delivered personally or by messenger, courier service, facsimile or sent by registered, certified mail, return receipt requested, postage prepaid, as follows:

To Arkansas State University, U.S.A.:

Dr. G. Daniel Howard, CGFM, CFRE

Provost

Office of the Provost

P.O. Box 179

State University, Arkansas 72467

United States of America

寄予：中国广东省广州市天河区五山路 483 号

华南农业大学国际教育学院

余让才院长

All notices will be considered effective (i) upon receipt if delivered personally, by messenger, by courier service, or by registered mail or (ii) on the business day of successful transmission if by facsimile.

18. SUCCESSORS

The terms, warranties and agreements herein contained shall bind and inure to the benefit of the respective parties hereto and their respective legal representatives, successors, and assigns.

19. ADDITIONAL DOCUMENTS

The parties shall execute any additional documents reasonably necessary to effectuate the provisions and purposes of this Agreement including specifically all documents necessary to set tuition and fees for each term.

20. COUNTERPARTS

This Agreement may be executed in one or more counterparts, including facsimile copies, each of which will be considered to be an original. All those counterparts together will constitute the same instrument. The signing of this Agreement at different times and places by the parties will not affect the validity of this Agreement.

21. SEVERABILITY

Any provision herein declared invalid under any law shall not invalidate any other provision of this Agreement.

22. COMPLIANCE WITH LAWS, STATUTES, TREATIES, RULES AND REGULATIONS

Both parties understand that any agreement entered into shall be governed by and construed in accordance with the laws of the State of Arkansas and the Chinese basic law as well. Arkansas State University is an agency of the State of Arkansas and is protected from suit by sovereign immunity. Nothing in any agreement shall be intended to nor shall it waive the sovereign immunity of Arkansas State University. Any provision of any agreement which is in conflict with the laws of the State of Arkansas and the Chinese basic law is null and void.

ARKANSAS STATE UNIVERSITY

华南农业大学



Dr. G. Daniel HOWARD
Executive Vice Chancellor
And Provost



陈晓阳教授
校长

Date:

22 March 2012

签署日期: 22 / 03 / 2012