

Articulation Agreement

For the

1-2-1 Sino-American Co-Educational Project

With

Troy State University-Troy, Alabama USA

And

Soochow University

This agreement is made and entered into between and among TROY STATE UNIVERSITY, TROY, ALABAMA, U.S.A., a university organized and existing under the laws of the UNITED STATES OF AMERICA, with the principal place of business located at TROY, ALABAMA, U.S.A. 36082 (hereinafter referred to as TSU) and the guardian rights status holder CHINA CENTER FOR INTERNATIONAL EDUCATIONAL EXCHANGE, an entity organized and existing under the laws of the PEOPLE'S REPUBLIC OF CHINA (hereinafter referred to as CCIEE) and WORLD AMERICAN CULTURAL EXCHANGE, an entity organized and existing under the laws of the UNITED STATES OF AMERICA, with its principal place of business located within the UNITED STATES OF AMERICA (hereinafter referred to as WACE) and CHINESE PARTNER UNIVERSITY located within the PEOPLE'S REPUBLIC OF CHINA (hereinafter referred to as CPU).

WHEREAS, TSU is a university with a one-hundred-and-fourteen year history. Enjoying an outstanding academic reputation, TSU continues to provide educational services for both the United States and selected international communities; and

WHEREAS, CPU, located in the People's Republic of China (P.R. China), with an excellent reputation within the academic society in P.R. China; and

WHEREAS, CCIEE, with an excellent reputation within the academic society of P.R. China, and with guardian rights status of this agreement within the territory of P.R. China; and

WHEREAS, WACE, with an excellent reputation within the business society of the U.S.A., and with guardian rights status of this agreement within the territory of the U.S.A.; and

WHEREAS, TSU and CPU desire to establish a "1-2-1 Sino-American Co-Educational Project" for the purpose of providing formal undergraduate educational programs in the various academic disciplines offered by TSU;

APPROVED BY China Educational Association of International Exchange to grant to CCIEE and WACE guardian rights status to aid in the establishment of this joint venture;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the aforementioned parties agree as follows:

ARTICLE 1.

DEFINITIONS OF "1-2-1 Sino-American Co-Educational Project"

- 1.1 The nature of the "1-2-1 Sino-American Co-Educational Project" is to conclude the entire undergraduate educational process in China, and TSU is fully aware of and agreeable to this educational arrangement. CCIEE shall obtain the guardian rights status in China, and WACE shall obtain the guardian rights status in the U.S.A.; TSU and ALL Chinese Universities both fully recognize and understand and agree to the status of both the CCIEE and WACE.
- 1.2 Students shall receive their first year of the undergraduate academic curriculum from Soochow University.
- 1.3 Students shall receive their second and third years of the respective academic disciplines at TSU; or longer if remediation is necessary.
- 1.4 Students shall complete their fourth year of the undergraduate academic discipline in the Chinese Partner University, China.

ARTICLE 2.

THE DUTIES AND LIABILITIES OF CHINESE UNIVERSITIES

- 2.1 Chinese Partner University shall cooperate with TSU to provide ALL course schedule arrangements to accommodate ALL academic requirements and student requirements.
- 2.2 Chinese Partner University shall remain liable for all duties of the preliminary stage of the student recruitment process.
- 2.3 Chinese Partner University shall provide first and fourth year academic disciplines requirements and all related administrative activities and duties.
- 2.4 Chinese Partner University shall provide ALL essential student records to TSU.
- 2.5 Chinese Partner University shall be liable for collection of ALL fees during the students' two-year academic discipline in China.
- 2.6 Chinese Partner University shall provide a Bachelor's degree and other related certifications once student has completed and passed ALL academic requirements. All fees shall be paid prior to the certification.

ARTICLE 3.

THE DUTIES AND LIABILITIES OF TSU

- 3.1 TSU shall cooperate with the Chinese Partner University to provide ALL course schedule arrangements, to accommodate ALL academic requirements and student requirements.
- 3.2 TSU shall provide a letter of admission, invitation letter of attendance and IAP-66 forms and ALL other required forms for this academic arrangement.
- 3.3 TSU shall cooperate with WACE and assign its qualified personnel to provide visa process assistance and interview the prospective students.

3.4 TSU shall provide academic requirements and all related administrative activities and duties in the Second and Third years.

3.5 TSU shall collect all fees in full amount, to include annual tuition, room and board, books, and all other related fees.

3.6 TSU shall provide essential student records to the Chinese Partner Universities.

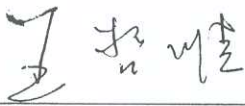
3.7 TSU shall award a Bachelor's degree and other related certifications, once the student has completed and passed ALL academic requirements. All fees shall be paid prior to the certification.

ARTICLE 4.
OTHER

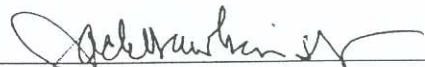
4.1 TSU and the CHINESE PARTNER UNIVERSITY shall exchange all essential information in relation to the project. Both parties shall provide opportunities for staff exchange and provide opportunities for guest teaching.

4.2 TSU and the CHINESE PARTNER UNIVERSITY shall adhere to its standard of ethics to assist one another in the event of problems, academic or otherwise.

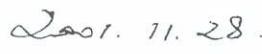
4.3 This agreement shall be written in both Chinese and English, with both documentations carrying the equal legal authority; all parties shall receive a complete set of this agreement. The validation date shall be the date of signature to the month of December thirty-first, the year of Two Thousand and Five.



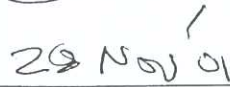
China




Troy State University



Date




Date



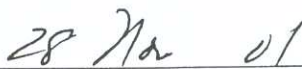
Witness



Witness



Date



Date