



## ARTICULATION AGREEMENT FOR THE DELIVERY OF ACADEMIC PROGRAMS

This Agreement is entered into this 30<sup>th</sup> day of June, 2018, by and between Arkansas State University – Jonesboro (hereinafter referred to as “ASUJ”), an institution of higher education and an agency of the State of Arkansas located in the State of Arkansas, United States of America, and Zhuhai City Polytechnic University, (hereinafter referred to as “ZHCPT”) of Jiner Road, Jinwan District, Zhuhai, Guangdong Province, P.R. China, for the purpose of establishing educational cooperation programs, through curriculum articulation and credit transfers, which will develop a range of programs at and between ZHCPT and ASUJ.

### 1. PURPOSE OF AGREEMENT

ASUJ and ZHCPT have entered into this Agreement for the purpose of fulfilling a shared desire of the two (2) universities in the areas of internationalization, modernization, and diversification of education, in order to improve the overall quality of education, with the advantages for both parties being complementary. ZHCPT and ASUJ through consultation based on the principles of reciprocity and mutual benefit, agree to the following terms to allow students majoring in Big Data Technology and Application (Computer Science and Technology) at ZHCPT to take specified course(s) over a period of 2.5 years at ZHCPT, and complete the requirements of the Degree Program at ZHCPT, resulting in the award of a Bachelor’s Degree from ASUJ.

### 2. TERM

This Agreement shall be in effect as of the date above set out and shall remain in effect for five (5) years. The Agreement may be renewed upon the mutual agreement of the parties. The Agreement may be terminated earlier in accordance with Article 9 herein.

### 3. AGENCY OF THE STATE OF ARKANSAS

All parties recognize and agree that ASUJ is an Agency of the State of Arkansas, and, as such, has sovereign immunity. Nothing in this Agreement is intended to or shall be construed as waiving that sovereign immunity.

### 4. PROGRAM MODELS

A. The Degree Programs are to be set with models of 2.5+2 years which are carried out by curriculum articulation and credit transfers between ZHCPT and ASUJ. The students applying to this Degree Program may be enrolled in the Computer Science bachelor’s degree program offered by ASUJ, with the specific program to correlate with the student’s degree program at ZHCPT.

B. The Details of the Model

- i. “2.5+2 Bachelor’s Degree” the first two and a half (2.5) years of study shall be completed at ZHCPT, and the last two (2) years of study shall be completed at ASUJ.

- ii. Students who are going to participate in this program shall be students registered in the Degree Program at ZHCPT.
- iii. Students who wish to participate in this program must have a minimum grade point average (GPA) of 2.00 on a 4.00 scale. The required GPA shall be calculated on the total transferrable hours from the pre-approved courses taught at ZHCPT.
- iv. Students who wish to participate in this program must enroll and complete pre-approved courses required for the student's particular degree program with satisfactory grades to be admitted to this 2.5+2 program. Any courses taken outside of the pre-approved list may not be counted to qualify for admittance to the 2.5+2 program. The list of pre-approved courses to be taught at ZHCPT and the corresponding courses taught at ASUJ are as listed in Appendix I.
- v. Students must have a TOEFL IBT score of 61 or an IELTS score of 5.5 to be eligible for the ASUJ degree courses. Any student who has failed to meet this requirement must enter and complete the A-State English as a Second Language (ESL) program before they start the degree course.
- vi. Students shall be permitted to transfer a maximum of sixty (60) credit hours to ASUJ from ZHCPT.

## 5. OBLIGATIONS OF ZHCPT

ZHCPT shall meet the following obligations:

- A. ZHCPT will be responsible for promoting the Degree Program and enrolling students at ZHCPT.
- B. ZHCPT will be responsible for management of students at ZHCPT's campus.
- C. ZHCPT will be responsible for managing its facilities, including classrooms, computer labs, workshops, language labs, libraries, physical education facilities, and students' dormitories.
- D. ZHCPT will be responsible for the delivery of pre-approved courses for the first two and a half (2.5) years, depending on the respective student's election, and for transferring credits for those courses successfully completed to ASUJ
- E. ZHCPT will be responsible for the management of the Degree Program and teaching quality at ZHCPT.
- F. ZHCPT will be responsible for notifying students participating in the Computer Science Degree Program that upon arrival to ASUJ, they will be required to successfully complete an assessment programming test. For any student who fails to successfully complete this assessment, the course CS 3113 will not be accepted as a transferred credit, and the student will be required to re-take course CS 2124 OOP and Fundamental Data Structures.

## 6. OBLIGATIONS OF ASUJ

ASUJ shall meet the following obligations:

- A. ASUJ shall be responsible for accepting the credits for those pre-approved courses which are successfully completed by a student.
- B. ASUJ will be responsible for the delivery of courses for the last two (2) or three (3) years, depending on the respective student's election, of a participating student's degree program.
- C. ASUJ will be responsible for managing its facilities, including classrooms, computer labs, workshops, language labs, libraries, physical education facilities, and students' dormitories, and offering instruction in those courses required to complete the degree program which were not completed at ZHCPT.
- D. ASUJ will be responsible for providing participating students who satisfy all entry requirements for admission to ASUJ a completed I-20 form allowing students to seek a visa interview for petitioning for an F-1 visa to attend ASUJ.
- E. ASUJ will be responsible for the teaching quality and management of the program at ASUJ.
- F. ASUJ will be responsible for issuing ASUJ bachelor's degrees in the respective Degree Program to all students who have completed successfully the entire program and satisfy all the requirements of ASUJ.

## **7. USE OF MARKS AND IMPLEMENTATION**

- A. Each party shall obtain the written consent of the other party to use the name and/or logo of the other party, in advance and prior to each use, in any materials or communications not related to this Agreement.
- B. The parties agree to provide the necessary facilities and support for academic exchange and staff visits at an appropriate time. Each party shall undertake their own travel and expenses in relation to visits to another party.

## **8. 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.

## **9. TERMINATION**

- A. Without prejudice to any other remedies that either party hereto may have against the other including the right to claim adequate compensation or the ratification of any breach committed by one party to the other party, each party shall have the right at any time by giving notice in writing to the other party to forthwith terminate this Agreement in any of the following events:
  - i. If either party hereto shall commit or allow to be committed a breach of any of the conditions contained herein provided always that in the case of a breach capable of being corrected such right of termination shall not be exercised unless the party hereto that is in breach of this Agreement shall have not remedied the breach to the absolute satisfaction of the other party within thirty (30) days after the other party has served notice in writing on the party in breach setting out the breach and requiring the party in breach to remedy the same.
  - ii. If either party enters into liquidation or bankruptcy proceedings whether compulsory or voluntarily for whatever reason or cause.
  - iii. If any act constituting a force majeure event, as defined in this Agreement, prevents the performance of the responsibilities agreed to herein for more than thirty (30) days.
- B. Either party, for whatever reason, may terminate the Agreement with ninety (90) days' written notice to the other, with or without cause, and subject to continuing the processing of any applicants or students who may be in the "enrollment pipeline." The enrollment pipeline shall be defined as any student admitted to ASUJ within the ninety (90) day period after termination notice is given.
- C. In the event of termination, every effort will be made to accommodate currently enrolled students in the best possible manner. ZHCPT and ASUJ will proactively cooperate to facilitate this. Students will be managed as follows:
  - i. **FUTURE STUDENTS:** All recruitment for future enrollments will cease.
  - ii. **ENROLLED STUDENTS AWAITING THE START OF THEIR PROGRAM:** Students who have enrolled but not actually started their studies will be informed of the termination and allowed to decide, without penalty, whether or not they want to pursue a single ZHCPT degree qualification.
  - iii. **STUDENTS WHO HAVE COMMENCED THEIR STUDIES:** For students who have commenced their studies, there will be a "teach out" with students being allowed to finish their program of study as promised. Students will be allowed to enroll in the next scheduled class for the courses they are required to complete.

**10. RELATIONSHIP**

The parties are and shall remain independent contractors. Nothing contained herein shall be construed as creating a partnership or contract of employment between ZHCPT and ASUJ. Neither party shall have the authority to enter into any agreement or otherwise bind the other party without said party's written express consent.

**11. 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. This Agreement may be translated into a language other than English; however, for the purpose of clarity and mutual understanding, the parties do hereby agree that this English language version of the Agreement shall control in the event of any conflict. 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. No party may assign any of its rights or delegate any of its duties under this Agreement without first obtaining the written consent of the other party.

**12. 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.

**13. NOTICE**

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

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

Dr. Lynita Cooksey, Ph.D.  
Vice Chancellor and Provost  
Office of the Provost  
P.O. Box 179  
State University, Arkansas 72467  
United States of America

To Zhuhai City Polytechnic (ZHCPT):

Mr. Huaqiang Liu  
President  
Jiner Road,  
Jinwan District, Zhuhai, Guangdong Province  
P.R. China

All notices will be considered effective upon receipt if delivered personally, by messenger, by courier service, or by registered mail.

**14. 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.

**15. 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.

**16. 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 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.

**17. SEVERABILITY**

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

**18. COMPLIANCE WITH LAWS, STATUTES, TREATIES, RULES, AND REGULATIONS**

All parties agree to comply with all laws, statutes, treaties, rules, and regulations governing the provisions of this Agreement. Such compliance shall include, but shall not be limited to:

A. FERPA Compliance

ZHCPT is a designated school official with a legitimate educational interest in storing, accessing, and transmitting to ASUJ only the educational records of those students enrolled in a Degree Program deemed to be students, as defined in the Family Educational Rights and Privacy Act, of ASUJ.

B. Compliance with Anti-Kickback Legislation

Anti-Kickback Enforcement Act of 1986, Public Law 99-634 (41 USCA §§51-58) - By agreeing to this Agreement the parties (1) certify that they have not paid kickbacks directly or indirectly to any employee of ASUJ or ZHCPT for the purpose of obtaining this or any other agreement, purchase order, or contract from ASUJ and; (2) agree to cooperate fully with any Federal Agency investigating a possible violation of the Act. Furthermore, both parties recognize their duties under the Foreign Corrupt Practices Act of 1977 (15 USCA §§78dd-1) which makes it unlawful for certain classes of persons and entities to make payments to foreign government officials to assist in obtaining or retaining business.

C. Compliance with Export Control Laws

Each party shall be responsible for adhering to all applicable international and domestic import/export control laws.

**19. MISCELLANEOUS PROVISIONS**

A. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas without regard to its conflict of laws principle. Regarding matters or issues that may occur during the program implementation, all of them should be discussed through meetings and negotiations with the intention of achieving consensus. If any dispute occurs in the course of the program implementation between ASUJ and ZHCPT, both parties agree to put forth a good faith effort to resolve all differences in a friendly manner. In the event that any doubt, difference, dispute, controversy, or claim arising out of or relating to this Agreement arising

from, out of, or in connection with this Agreement, or on the interpretation thereof, or on the rights, duties, obligation, or liabilities of either party hereto, or on the operation, breach, termination, or validity of this Agreement cannot be settled within a period of ninety (90) days from the date it arose by discussion, such doubt, difference, dispute, controversy, or claim shall be settled in the courts of the State of Arkansas, provided that in the event any cause of action is brought against ASUJ, the parties agree that the Arkansas State Claims Commission has exclusive jurisdiction over such a claim and that venue properly resides solely therein.

- B. This Agreement will take effect upon the signature of both parties.
- C. The Agreement will have two original copies. Each party shall retain one original copy. This Agreement was negotiated and drafted in the English language. In the event that this Agreement is translated to another language, and there is a conflict between the English language version and the other, the English language version shall control.

The parties hereby sign this Articulation Agreement for the Delivery of Academic Programs by their duly authorized officers as of the date and year above stated.

Zhuhai City Polytechnic University

Mr. Huaqiang Liu  
President

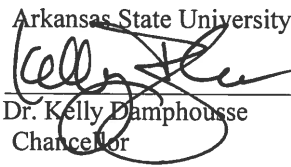


Date

2018.7.18

Arkansas State University – Jonesboro

Dr. Kelly Damphousse  
Chancellor



Date

7/2/18

## Appendix I

### Zhuhai City Polytechnic (ZCP)--Arkansas State University-Jonesboro (ASUJ)

**Degree: Bachelor of Science**

**Major: Computer Science**

#### Courses Taken in ZCP

Year 1								Use ASU's Syllabi
Spring Semester -ZCP								
Zhuhai City Polytechnic				Arkansas State University-Jonesboro				
Course No.	Course Name	Hrs	Gen Ed	Course No.	Course Name	Hrs	Gen Ed	
	Ideological and moral cultivation and legal basis I	2		Elective	Free Elective	2		
	U.S. History	3	X	HIST 2763	U.S. History	3	X	X
	Calculus I	4	X	Math 2204	Calculus I	4	X	X
	Basic knowledge of Computer and Assembling	3		CS 1093	Making Connections-Computer Science	3		X
	Structured Programming	4		CS 2114	Structured Programming	4		X
<b>Total Hours</b>		<b>16</b>		<b>Total Hours</b>		<b>16</b>		
Fall Semester-ZCP								
Course No.	Course Name	Hrs	Gen Ed	Course No.	Course Name	Hrs	Gen Ed	
	Ideological and moral cultivation and legal basis II	2		Elective	Free Elective	2		
	Fin Arts	3	X	ART 2503 or MUS 2503 or THEA 2503	Fine Arts-Visual or Fine Arts-Music or Fine Arts-Theatre	3	X	X
	Calculus II	4		Math 2214	Calculus II	4		X
	Fundamentals of Data Structures(C++)	4		CS 2124	OOP and Fundamental data structure	4		X
	Discrete Structures	3		Math 2183	Discrete Structures	3		X
<b>Total Hours</b>		<b>16</b>		<b>Total Hours</b>		<b>16</b>		
Year 2								
Spring Semester -ZCP								
Course No.	Course Name	Hrs	Gen Ed	Course No.	Course Name	Hrs	Gen Ed	
	Introduction to Mao Zedong Thought and Socialism with Chinese Characteristics I	2		Elective	Free Elective	2		
	Introduction to Philosophy	3	X	PHIL 1103	Introduction to Philosophy	3	X	X
	Linear Algebra	3		MATH 3243	Linear Algebra	3		X
	Applied Statistics I	3		STAT 3233	Applied Statistics I	3		X
	Algorithms & Adv Data Structures	3		CS 3113	Algorithms & Adv Data Structures	3		X
	Sql-Server Database Principle	3						
<b>Total Hours</b>		<b>17</b>		<b>Total Hours</b>		<b>14</b>		
Fall Semester-ZCP								
Course No.	Course Name	Hrs	Gen Ed	Course No.	Course Name	Hrs	Gen Ed	

	Principles of Macroeconomics	3	X	ECON 2313	Principles of Macroeconomics	3	X	X
	Operating Systems	3		CS 3233	Operating Systems	3		
<b>Total Hours</b>		<b>6</b>		<b>Total Hours</b>		<b>6</b>		<b>X</b>
<b>Year 3</b>								
<b>Spring Semester -ZCP</b>								
<b>Course No.</b>	<b>Course Name</b>	<b>Hrs</b>	<b>Gen Ed</b>	<b>Course No.</b>	<b>Course Name</b>	<b>Hrs</b>	<b>Gen Ed</b>	
	Digital Electronics	3		EE 3333	Digital Electronics I	3		X
	Digital Electronics Lab	1		EE 3331	Digital Electronics I Lab	1		X
	Principle of Computer Organization	3		CS 3223	Computer Organization	3		
<b>Total Hours</b>		<b>7</b>		<b>Total Hours</b>		<b>7</b>		<b>X</b>
<b>Total Hours in ZCP</b>				<b>59</b>				
<b>Courses Taken in Arkansas State University-Jonesboro</b>								
<b>Course No.</b>	<b>Course Name</b>	<b>Hrs</b>	<b>Gen Ed</b>	<b>Course No.</b>	<b>Course Name</b>	<b>Hrs</b>	<b>Gen Ed</b>	
ENG 1003	Composition I	3	X	CS 3123	Programming Languages	3		
ENG 1013	Composition II	3	X	PHYS 2044	University Physics II	4		
Elective	Life Sciences	3	X		Understanding Global Issues	3		
Elective	Life Sciences Lab	1	X	CS 4113	Software Engineering	3		
COMS 1203	Oral Communication	3	X	CS 4713	Analysis of Algorithms	3		
PHIL 3723	Computers, Ethics & Society	3		Chem 1013	General Chemistry I	3		
ENG 3043	Technical Writing	3		Chem 1011	General Chemistry I Lab	1		
PHYS 2034	University Physics I	4		CS 4143	Java and Application Development	3		
CS 4543	Database Systems	3		Elective	CS xxx3	3		
Elective	CS xxx3	3						
Elective	CS xxx3	3						
Elective	CS xxx3	3						
<b>Total Hours</b>		<b>35</b>		<b>Total Hours</b>		<b>26</b>		
<b>Total Hours in ASUJ</b>				<b>61</b>				





## 共同开展学术项目合作协议

本协议于 2018 年 6 月 30 日生效,是关于两校方:美国阿肯色州州立大学琼斯波罗校区(以下简称 ASUJ),一个区域性高等认证教育机构,隶属于美国阿肯色州的机构,与珠海城市职业技术学院(以下简称 ZHCPT),其校方办公室地点的中文地址是:中国广东省珠海市金湾区金二路。本合同旨在通过课程衔接与学分转移,来建立合作项目而订立,将在 ZHCPT 与 ASUJ 两校之间开展一系列项目。

### 1. 协议目的

ASUJ 和 ZHCPT 签订此协议的目的是双方都期望在教育领域实现国际化、现代化及多元化,旨在提高双方的整体教学质量和实现双方优势互补。双方通过协商,基于互惠互利原则下,已达成如下协议,允许 ZHCPT 大数据技术与应用(计算机科学技术)专业的学生在 ZHCPT 修满 2.5 年的指定课程之后,并在 ASUJ 完成学位项目的要求后,可将取得 ASUJ 颁发的本科学位。

### 2. 条款

本协议自签订之日起有效期为五(5)年,本协议可在双方书面同意的情况下进行更新。本协议可根据本协议第九条提前终止。

### 3. 阿肯色州机构

双方承认并同意 ASUJ 为阿肯色州立机构,具有其相应的主权豁免权。此协议无任何内容意在撤销 ASUJ 所具有的主权豁免权。

### 4. 项目模式

A. 此学位项目设置为 2.5+2 的模式,通过 ZHCPT 与 ASUJ 之间的课程衔接与学分转移的模式贯彻实施。

#### B. 模式的细节

- i. “2.5+2 本科学位”是指前两(2.5)年的学习是在 ZHCPT 完成,最后两(2)年的学习是在 ASUJ 完成。
- ii. 参加此项目的学生必须是在 ZHCPT 注册的学生。
- iii. 有意参加此项目的学生的 GPA 不得低于 2.00,此 GPA 以 4.00 为基准。本项目要求的 GPA 应该以预先指定的在 ZHCPT 所授课程的总计可转学分来计算。
- iv. 有意参加此项目的学生,必须完成其特定学位项目预先指定课程的学习,并取得满足要求的成绩,才能进入此 2.5+2 项目。任何预先指定课程之外的课程,将不计入此 2.5+2 项目的录取中。预先指定课程清单中所列课程由 ZHCPT 教授,附录 1 中所列课程由 ASUJ 教授。
- v. 学生必须取得托福 IBT 61 分或者雅思 5.5 分才有资格进入 ASUJ 的课程。任何未达到此要求的学生,必须在开始学位课程学习之前进入 A-State 的英语语言课程(ESL)并完成学习。

vi. 学生最多可从 ZHCPT 转移六十 (60) 个学分至 ASUJ。

## 5. ZHCPT 职责

ZHCPT 需要尽到以下职责：

- A. ZHCPT 负责校内的学位项目的推广和招生。
- B. ZHCPT 负责该大学校内学生管理事宜。
- C. ZHCPT 负责管理其设施（包括教室，计算机实验室，车间，语音室，图书馆，体育设施及学生宿舍）。
- D. ZHCPT 负责根据学生选择的学位项目，教授对应的前 2.5 年的预先指定课程，并将指定课程的已完成学分转移到 ASUJ。
- E. ZHCPT 负责校内学位项目的管理以及教学质量。
- F. ZHCPT 负责通知参加计算机学位项目的学生，在到达 ASUJ 时，他们必须顺利完成一项评估编程测试。如果有学生未能顺利完成此评估，CS 3113 这门课将不被接受为转移学分，且将重新修读 CS 2124OOP 和技术数据结构课程。

## 6. ASUJ 的职责

ASUJ 需要尽到以下职责：

- A. ASUJ 负责接受学生成功完成的预先指定课程的学分。
- B. ASUJ 负责根据学生所选学位项目，教授项目最后两 (2) 或三 (3) 年的课程。
- C. ASUJ 负责管理其设施（包括教室，计算机实验室，车间，语音室，图书馆，体育设施及学生宿舍），并指导学位项目规定的，未在 ZHCPT 完成的课程。
- D. ASUJ 负责为满足 ASUJ 所有录取条件的学生提供录取和完整的 I-20 表格以便学生申请签证面试，获得 F-1 签证后入学。
- E. ASUJ 负责本项目在 ASUJ 阶段的教学质量以及管理。
- F. 对于所有在 ASUJ 成功完成整个项目并达到所有要求的学生，ASUJ 负责授予其相应的学位项目的 ASUJ 本科学位。

## 7. 执行

- A. 在任何与本协议无关的材料或通信中，任一方每次使用对方的名称或商标时，都应提前获得对方的书面同意。
- B. 双方均同意在合适的情况下为学术交流以及人员探访提供必要的设施和支持。任何一方应当承担自己的差旅和探访过程中产生的费用。

## 8. 不可抗力

任何一方应当考虑到导致不能履行本协议职责的不可抗力。“不可抗力”应理解为发生了当事方无法合理控制的事件，应该立刻由当事方知会另一方。不可抗力包括但不限于战争、敌对、革命、民众骚乱、罢工、封锁、流行病、事故、火灾、狂风、洪水或因为任何法律、规则、公告、裁决、政府规定或条例或者神的行为。

## 9. 协议终止

- A. 在不影响任何一方对另一方提出的任何其他补救措施的情况下，包括要求给予适当的补偿的权利，或一方对另一方产生的任何违约行为生效的情况下，各方有权在任何时候在下列任何情况下，以书面通知另一方立即终止本协议。

- i. 如果任何一方违反或允许违反本协议所载的任何条件，只要在可以纠正的违约情况下，不得行使该终止的权利，除非在另一方书面通知违约方违约行为发生后三十（30）天内并要求违约方予以补救的情况下，违约方未能采取补救措施以使对方达到绝对满意。
  - ii. 如果任何一方由于任何原因进行清算或破产程序，无论是强制的还是自愿的。
  - iii. 如果构成本协议定义的不可抗力事件的任何行为，妨碍本协议规定的责任的履行超过三十（30）天。
- B. 无论出于何种原因，任何一方均可以在九十（90）天内以书面通知另一方终止本协议，无论有无因由，并且可以继续处理任何可能处于“入学管道”的申请人或者学生。入学管道应定义为：任何在终止协议通知发出后九十（90）天内被 ASUJ 录取的学生。
- C. 在协议终止的情况下，将尽一切努力以最好的方式容纳目前在校的学生。ZHCPT 和 ASUJ 将主动合作，以促成这一点。对学生的管理如下：
- i. 将来的学生：所有未来的招生将停止。
  - ii. 已注册的等待项目开始的学生：已注册但没有真正开始学习的学生将被告知该项目的终止，并允许他们决定是否想要追求单一的 ZHCPT 的学位资格，无任何处罚。
  - iii. 已经开始学习的学生：对于已经开始学习的学生，将进行指导，允许学生按照承诺完成学习项目。如果学生按照要求完成课程，则可进入下一预定课程的学习。

## 10. 关系

协议双方将保持独立的契约方的关系。本协议中的任何内容均不得理解为在 ZHCPT 和 ASUJ 之间建立合伙或者雇佣关系。未经当事人明确的书面同意，任何一方均无权签订任何协议或以其他方式约束对方。

## 11. 完整协议

本协议构成双方之间的完整协议，并取代任何与本协议规定的事项和安排有关的任何同时或之前的书面或口头协议，声明或承诺。本协议可以翻译成英文以外的语言；但是，为了明确和相互理解，双方同意在出现任何冲突时，以本协议的英文版本为准。对本协议的补充或修改都不具有约束力，除非这些补充或修改是由书面形式由各方签署的。未经对方书面同意，任何一方均不得转让本协议下的任何权利或委派其任何义务。

## 12. 豁免

对本协议所规定的条款进行豁免将不会被视为豁免任何其他条款或与其相似的条款，也不会视为永久性或持续性的豁免。

## 13. 通知

任何关于本协议请求、通知或其他通信，必须以书面形式和亲自交付的方式或通过信使、快递服务、传真或者通过挂号邮件、收条交回、预付邮资方式寄送。使用地址如下：

美国阿肯色州立大学琼斯波罗校区的地址：

Lynita Cooksey 博士  
副校长、教务处处长，  
教务处办公室

邮箱号: 179

美利坚合众国阿肯色州立大学, 邮编 72467

珠海城市职业技术学院 (ZHCPT):

刘华强

校长

中国广东省珠海市金湾区金二路

所有通过亲自交付、信使、快递服务或挂号邮件收到的通知将被认为是有效的。

#### 14. 继任者

本协议所包含的条款、保证和协议将绑定和适用于双方各自的利益,双方各自的法律代表、继承人和分配人。

#### 15. 额外文件

双方应当合理执行任何额外的文件以完成本协议的规定及目的, 包括与每学期学杂费相关的必要文件。

#### 16. 副本

本协议可能会执行一个或多个副本,包括传真副本,每一个都将被认为是原件。所有的副本与原件有同等效力。在不同的时间和地点签署本协议, 不会影响本协议的有效性。

#### 17. 可分割性

若本协议中的任何条款在法律规定下无效, 不代表本协议项下其他条款也宣告无效。

#### 18. 与法律法规的一致性

双方同意遵守有关本协议条款的所有法律、法规、条约、规则和规章制度, 包括但不限于:

##### A. 家庭教育权和隐私权法案合规性:

ZHCPT 是指定的校方代表, 根据家庭教育权和隐私法规定, 致力于存储, 访问, 和转移已注册至学位项目并即将成为 ASUJ 学生的教育记录至 ASUJ。

##### B. 反回扣规定

1986 年反回扣执行法案, 公法 99-634(41 USCA §§51-58)—如同意此协议, (1) 则当事人确定没有给予 ASUJ 或 ZHCPT 员工任何直接或间接的回扣, 以从 ASUJ 获取此协议或任何其他协议, 采购订单或合同; (2) 双方承认 1977 年反海外腐败法案(15 USCA §§78dd-1)中所规定的义务, 根据该法案, 某些个人或团体为获取或保留业务向外国政府官员支付款项属于违法行为。

##### C. 出口管制法规

任一方需遵守所有适用于国际和国内的进口、出口管制法规。

19. 杂项

A. 适用法律和地点

本协议基于阿肯色州法律的基本原则建立，并受阿肯色州法律管辖。关于项目实施过程中可能产生的问题，双方同意通过会议讨论或商谈以达成共识。如果在 ASUJ 和 ZHCPT 的项目实施过程中发生争议，双方同意以真诚友好的方式来解决分歧。此协议中存有的任何疑问，差异，争议，纠纷或因本协议引起的或与之相关联的索赔，或关于任何一方的权利、责任或义务或债务的解释，或关于操作、违约、终止以及有效期等引起的问题，从双方开始讨论之日起，如 90 日内无法处理好这些疑问、差异、争议、纠纷或索赔，则将交由阿肯色州法庭处理。如果是 ASUJ 被起诉的情况下，双方同意阿肯色州申诉审理委员将对此诉讼拥有专属管辖权，以及在其辖区内单独设点裁决。

B. 本协议在双方签署后即生效。


C. 此协议有两份原件，双方各持一份原件。本协议是以英文进行谈判和起草的。如果本协议被翻译成另一种语言，并且英文版本和另一种语言版本之间有冲突，应以英文版本为准。

双方特此签署此学术项目协议，本协议分别由双方授权代表人签署并注明日期及年份。

珠海城市职业技术学院

刘华强  
校长

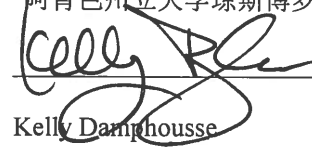
日期

  
2018.7.18

阿肯色州立大学琼斯博罗校区

Kelly Dampousse  
校长

日期

  
7/2/18

## 附录 I

珠海城市职业技术学院 (ZCP) --阿肯色州立大学 (ASUJ)								
学位: 理学学士								
专业: 计算机科学								
在珠海城职院 ZCP 修读的专业								
第一年								
珠海城职院 ZCP 春季								
珠海城市职业技术学院				阿肯色州立大学				使用美方教材
课程编号	课程名称	学分	通识教育	课程编号	课程名称	学分	通识教育	
选修	思想道德修养与法律基础 I	2		选修	Free Elective	2		
HIST 2763	美国历史	3	X	HIST 2763	U.S. History	3	X	X
Math 2204	微积分 I	4	X	Math 2204	Calculus I	4	X	X
CS 1093	计算机基础与组装	3		CS 1093	Making Connections-Computer Science	3		X
CS 2114	结构化编程	4		CS 2114	Structured Programming	4		X
总计学分		16		总计学分		16		
珠海城职院 ZCP 秋季								
课程编号	课程名称	学分	通识教育	课程编号	课程名称	学分	通识教育	
选修	思想道德修养与法律基础 II	2		选修	Free Elective	2		
ART 2503 or MUS 2503 or THEA 2503	视觉艺术或人文音乐或人文戏剧	3	X	ART 2503 or MUS 2503 or THEA 2503	Fine Arts-Visual or Fine Arts-Music or Fine Arts-Theatre	3	X	X
Math 2214	微积分 II	4		Math 2214	Calculus II	4		X
CS 2124	面对对象编程及基础数据结构 (C++)	4		CS 2124	OOP and Fundamental data structure	4		X
Math 2183	离散机构	3		Math 2183	Discrete Structures	3		X
总计学分		16		总计学分		16		
第二年								
珠海城职院 ZCP 春季								
课程编号	课程名称	学分	通识教育	课程编号	课程名称	学分	通识教育	
选修	毛泽东思想与中国特色社会主义理论体系 I	2		选修	Free Elective	2		
PHIL 1103	哲学入门	3	X	PHIL 1103	Introduction to Philosophy	3	X	X
MATH 3243	线性代数	3		MATH 3243	Linear Algebra	3		X
STAT 3233	应用统计学	3		STAT 3233	Applied Statistics I	3		X
CS 3113	算法与高级数据结构	3		CS 3113	Algorithms & Adv Data Structures	3		X
总计学分		14		总计学分		14		
珠海城职院 ZCP 秋季								

课程编号	课程名称	学分	通识教育	课程编号	课程名称	学分	通识教育	
	宏观经济学原理	3	X	ECON 2313	Principles of Macroeconomics	3	X	X
	操作系统 (linux & win server2010)	3		CS 3233	Operating Systems	3		
总计学分		6		总计学分		6		X
第三年								
珠海城职院 ZCP 春季								
课程编号	课程名称	学分	通识教育	课程编号	课程名称	学分	通识教育	
	数字电子技术	3		EE 3333	Digital Electronics I	3		X
	数字电子技术实验	1		EE 3331	Digital Electronics I Lab	1		X
	计算机组成	3		CS 3223	Computer Organization	3		
总计学分		7		总计学分		7		X
在珠海城职院总修学分				<b>59</b>				
在阿肯色州立大学修读的专业								
课程编号	课程名称	学分	通识教育	课程编号	课程名称	学分	通识教育	
ENG 1003	写作 I	3	X	CS 3123	编程语言	3		
ENG 1013	写作 II	3	X	PHYS 2044	大学物理 II	4		
Elective	生命科学	3	X		了解全球问题	3		
Elective	生命科学实验室	1	X	CS 4113	软件工程	3		
COMS 1203	口头沟通	3	X	CS 4713	算法分析	3		
PHIL 3723	计算机, 道德与社会	3		Chem 1013	普通化学 I	3		
ENG 3043	技术写作	3		Chem 1011	普通化学实验室	1		
PHYS 2034	大学物理 I	4		CS 4143	Java 和应用程序开发	3		
CS 4543	数据库系统	3		选修	CS xxx3	3		
选修	CS xxx3	3						
选修	CS xxx3	3						
选修	CS xxx3	3						
总计学分		35		总计学分		26		
在阿肯色州立大学总修学分				<b>61</b>				