Memorandum of Agreement To establish a 3+2 Integrated Bachelor's and Master's Degree Program Between East Carolina University (Greenville, North Carolina, USA) and Anyang Institute of Technology (Anyang, Henan, China)

Preamble:

After mutual consideration and review of programs and curricula offered at each institution of higher education, East Carolina University (ECU), an accredited and recognized university located in Greenville, North Carolina, USA and Anyang Institute of Technology (AYIT), an accredited and recognized university located in Anyang, Henan, China agree to establish a 3+2 Integrated Bachelor's and Master's Degree Program in Biology.

Principles and Guidelines:

- 1. <u>Mutual Consent</u>: The Program will be established by mutual consent by the respective academic departments (or colleagues/schools) of both institutions.
- 2. <u>Degree Program Guidelines</u>: Guidelines for each degree within the Program are attached as Supplement A. Supplement A can be changed by written agreement of both sides if more majors/departments want to join this Program.
- 3. <u>Conferring of Degrees</u>: Successful completion of this Program will lead to a bachelor's degree conferred by AYIT, and a Master's degree conferred by ECU.
- 4. <u>Study Plan</u>: Students admitted to the Program must complete three years of undergraduate study at AYIT prior to attending ECU. Eligible students will then have the opportunity to apply for admission to ECU as a visiting non-degree seeking undergraduate student and complete their AYIT bachelor's degree by taking approved courses listed in Exhibit A at ECU during year four of the Program. Upon earning their bachelor's degree from AYIT, students may be invited to apply as a graduate student and continue in year five with the Master's degree program at ECU.
- 5. <u>Program Period</u>: The Program is developed to allow for participating students to complete both the bachelor's and Master's degrees within a five (5) calendar year period. However, this is dependent on the performance of individual students.

- 6. <u>Undergraduate Admission Criteria</u>: AYIT students must meet the educational and admission requirements of AYIT. Neither acceptance by AYIT nor completion of the AYIT requirements alone will entitle students for admission to ECU. For completion of the AYIT bachelor's program at ECU, each student must meet all requirements for admission to ECU, including, but not limited to English language proficiency. Students will be required to have a minimum US equivalent cumulative grade point average (GPA) of at least 2.75, and TOELF of 71 or IELTS score of 6.0. As an alternative, AYIT students who do not meet the English language proficiency requirements may be admitted by attending and successfully completing the ECU Language Academy's academic preparatory program. ECU reserves the right to make all admission decisions based on its criteria, standards, and enrollment capacities.
- 7. <u>Graduate Admission Criteria</u>: The application fee will not be required as part of the ECU Graduate School application package for AYIT partner participants and will be operationally handled as a fee waiver. ECU reserves the right to make all admission decisions based on their criteria, standards, and enrollment capacities. If a student does not receive his/her bachelor's degree from AYIT prior to the beginning of his/her second year at ECU, ECU reserves the right to terminate the student from this program. Details regarding how participants in the AYIT partnership can register for graduate level courses prior to earning their undergraduate degree as well as the graduate application process and timeline are listed in Supplement A.
- 8. <u>Undergraduate Visa Status</u>: ECU agrees, subject to the requirements detailed in Section 6 above, to enroll the AYIT students as non-degree seeking F-1 undergraduate students for the time period that the students are enrolled at ECU and completing the AYIT bachelor's degree. Students under this visa category are required to enroll for a minimum of 12 credits each semester they are enrolled at ECU and are subject to the same rules and regulations governing all students attending ECU on F-1 student visas.
- 9. <u>Graduate Visa Status:</u> ECU agrees, subject to the requirements detailed in Sections 4 and 7 above, to enroll the AYIT students who have completed their bachelor's degree as degree-seeking F-1 graduate students for the time period during which the students are enrolled at ECU and working exclusively toward their Master's degree. Students under this visa category are required to enroll for a minimum of 9 credits each semester they are enrolled at ECU and are subject to the same rules and regulations governing all students attending ECU on F-1 student visas.
- 10. <u>Tuition and Fees</u>: Neither ECU nor AYIT shall be responsible for the costs of tuition and fees, surcharges, books, equipment, room, board, travel, transportation, or other personal expenses. ECU will inform the students, at the time of their acceptance, of the approximate costs they will be responsible for.

- 11. <u>Transfer Credits</u>: AYIT agrees to recognize the transfer credits earned at ECU as detailed in Exhibit A, allowing the students in the Program to use the credits earned at ECU to meet the requirements for a bachelor's degree. It is the responsibility of students to ensure that the specific courses taken (as well as the number of credits earned) will satisfy requirements for the bachelor's degree at AYIT.
- 12. <u>Housing</u>: ECU will make every effort to assist participating students in securing on-campus housing for the period of time that they will be at ECU; however, on-campus housing is not guaranteed and if secured, the cost of room and board will be the responsibility of the student. The participating student is responsible for following ECU's on-campus housing application procedures and policies.
- 13. <u>Student Standards of Conduct</u>: Visiting students shall be governed by the same regulations and performance standards as all students in their host institution. The host institution reserves the right to require the withdrawal of any participating student whose academic standing or conduct warrants such action, provided that the student is notified of the intent to release him/her, and is provided the opportunity to respond. Whenever possible, the host institution will consult with the visiting student's home university before finalizing each such action. The host institution's Administrative Liaison will inform the home institution of the student's last date of attendance if such action is taken.
- 14. <u>Access to Facilities</u>: Students shall be entitled to participate in any introduction or orientation programs that may customarily be arranged for international students at ECU and shall have the same rights of access to academic and social facilities as all ECU students.
- 15. <u>Administrative Liaison</u>: Both universities agree to appoint a coordinator or administrative liaison to support the Program. Undergraduate students should identify a planned course of study and have this approved by the coordinator or administrative liaison prior to submitting an application to ECU. If a new coordinator or administrative liaison is appointed at either participating institution, a written notice of the change should be given to the other institution.
- 16. <u>Academic Transcripts</u>: (1) Due to U.S. privacy laws, students must submit a written request to ECU that will allow ECU to release a copy of the student's transcript to AYIT at the conclusion of each semester. This request will be done in accordance with standard ECU policies and procedures, and as permitted under FERPA. Pending receipt of the written request, academic achievement reports for undergraduate students will be sent to AYIT from ECU at the conclusion of each semester for which a student is enrolled at ECU. This will occur generally within one week, but in no case later than three weeks, after the last day of final examinations. In most cases, the reports will be in the form of a university transcript, to be used at the discretion of AYIT. (2) AYIT will send the ECU Graduate School an updated official transcript showing the conferral of a baccalaureate degree for each AYIT participant

who wishes to continue into the master's portion of this agreement at ECU. AYIT participants accepted into an ECU graduate program will be considered provisionally admitted until such a time that the updated transcript showing an earned baccalaureate degree is received. Transcripts should be received within eight weeks into the first semester the AYIT participant is considered a graduate student. ECU reserves the right to rescind Graduate School admission if evidence of an earned baccalaureate degree is not provided as stated above.

- 17. <u>Academic Exchange</u>: Both parties agree to facilitate the research and educational collaborations between faculty at ECU and AYIT. ECU may provide visiting professor positions for AYIT faculty members provided that ECU has sufficient availability of space and other resources. No remuneration will be associated with a visiting AYIT faculty member's appointment. AYIT takes full responsibility to cover visiting AYIT faculty member's cost including airfare, housing, food, health insurance, as well as their personal and incidental expenses. Cooperative activities and teaching duties will be determined on a case-by-case basis, following the existing policies of the institutions. ECU will assist AYIT faculty with obtaining a J-1 exchange visitor visa. JNSU will assist ECU faculty with obtaining Chinese visa and providing potential office and resources for performing collaborative educational research in AYIT campus.
- 18. <u>Intellectual Property</u>: In the event an activity under this agreement contemplates Intellectual Property then both parties agree to negotiate a separate agreement based on context of the project.
- 19. <u>Publications</u>: Both universities agree to acknowledge participation of the other in publications resulting from activity under this Agreement and, subject to any conflicting rights of third parties, agree that both universities may use the results obtained from the activities conducted under this Agreement for internal education and research purposes.
- 20. <u>Cost Sharing</u>: No monetary consideration will be exchanged between the two institutions, nor any indemnities, reimbursements for expenses, or sharing of fees or profits arising from the exchange.
- 21. <u>Definition of Relationship</u>: The relationship between ECU and AYIT under this Agreement shall be that of independent contractors, and neither ECU nor AYIT shall be deemed, nor hold itself out as being, a partner or agent of the other party. Neither ECU nor AYIT shall be liable for acts of the other, nor shall they be liable for the acts of students participating in the Program. Neither institution will use the name or logo of the other except to accurately describe the services or benefits being provided by each institution. Any such description of services or benefits shall be reviewed and confirmed for accuracy by the institution of which the description is intended to reference. Neither ECU nor AYIT will in any manner state or imply that any degree will be or has been obtained from the other.

- 22. <u>Equal Opportunity Policies</u>: Both institutions subscribe to a policy of equal opportunity and shall not discriminate on the basis of race, religion, color, national origin, age, sex, sexual orientation, gender identity, height, genetic information, marital status, disabled veteran status, veteran status, or disability.
- 23. <u>Limitations of Agreement</u>: The obligations of the two institutions under this Agreement are limited to transfer students only and do not extend to spouses or dependents.
- 24. Duration of Agreement: This Agreement is subject to review at the end of the first year and shall be effective for five (5) academic years beginning the semester after the final signature. It shall be subject to revision, modification or renewal by mutual written agreement. Either party may terminate the Agreement by written notice submitted at least 90 days in advance of the upcoming academic-year semester. Termination of the agreement by either party will not affect students already engaged in the Agreement, allowing students to remain enrolled for an amount of time necessary to complete the program, but in no event for a maximum period of time to exceed two (2) academic years. If the Agreement is not renewed by mutual consent, or sooner terminated as allowed, the Agreement will conclude at the end of the specified time period. Further, either party may terminate this agreement by giving notice in the event that there has been a legislative or regulatory change under the laws of the local jurisdiction or the United States of America or their respective subdivisions or a change in the accreditation requirements for parties respectively that makes participation in the matters contemplated in this agreement impractical. Termination shall be effective upon the date given in such notice, which shall be as close to the end of the next session as possible under the circumstances.
- 25. <u>Limitation of Resources Committed</u>: This agreement does not create an obligation for either party to provide resources necessary to carry out any part of the Agreement except as approved by the party responsible for providing these resources.
- 26. <u>Compliance and Dispute Resolution</u>: Each party agrees to comply with and to be separately responsible for compliance with all laws, including, but not limited to immigration compliance, employment and anti-discrimination laws, which may be applicable to their respective activities under the Program. The Parties record their intention that, if any dispute or difference arises out of or in relation to this Agreement, it will be resolved in a spirit of good faith and on a realistic basis by negotiation.
- 27. <u>Accreditation statement</u>: ECU is accredited by the Southern Association of Colleges and Schools (SACS) Commission on Colleges to award Bachelor's, Master's, Educational Specialist and Doctor's degrees. Anyang Institute of Technology is not accredited by SACS Commission on Colleges and the accreditation of East Carolina University does not extend to or include Anyang Institute of Technology or its students. Further, although East Carolina University may agree to accept certain course work from Anyang Institute of Technology to be applied toward an award from East Carolina University, that course work may not be

accepted by other colleges or universities in transfer, even if it appears on a transcript from East Carolina University. The decision to accept course work in transfer from any institution is made by the institution considering the acceptance of credits or course work.

- 28. <u>U.S. Foreign Corrupt Practices Act</u>: AYIT warrants that it is familiar with the U.S. laws prohibiting corruption and bribery under the U.S. Foreign Corrupt Practices Act. The parties agree that, in connection with the activities undertaken pursuant to this agreement, they shall not offer or provide money or anything of value to any governmental official or employee or any candidate for political office in order to influence their actions or decisions, to obtain or retain business arrangements, or to secure favorable treatment in violation of the Foreign Corrupt Practices Act, either directly or indirectly. Any breach of the U.S. Foreign Corrupt Practices Act shall be deemed a breach of this agreement for purposes of termination.
- 29. <u>Export Control</u>: Under no circumstances will any collaboration include or require disclosure of export controlled items or information, such as equipment, components, software, and technology specifications, subject to Export Administration Regulations (EAR)(CFR 15 Parts 300-799), International Traffic in Arms Regulations (ITAR)(CFR 22 Parts 120-130), or any other export control related regulations (including but not limited to, Office of Foreign Assets Control). ECU will conduct export control screens on all visiting faculty, staff and/or scholars selected for participation. Visiting students, faculty and/or scholars will not be accepted at ECU if they are listed on any U.S. federal restricted or prohibited list.
- 30. <u>Notices</u>: Any notices or other communications between the parties shall be in writing and shall be given effectively if: posted by certified United States Mail, postage prepaid, return receipt requested or delivered by an overnight delivery service that keeps proof of delivery. Any notice of communication shall be addressed as follows or at such other address as may be from time to time designated in writing in accordance with this Section 12.06:

If to ECU:	Office of Global Affairs 306 East Ninth Street East Carolina University Greenville, NC 27858-4353
With a copy to:	University Attorney 215 Spilman Building East Carolina University Greenville, NC 27858-4353
If to AYIT:	Dan Li, Deputy Director 220 A-13 Building West of Huanghe Road Anyang Institute of Technology Anyang City, Henan Province P.R.China

- 31. <u>Counterparts</u>: This Agreement may be executed in counterparts, none of which need contain the signatures of all parties, and all such counterparts together shall constitute the entire agreement of the parties hereto. Facsimile signatures and signatures that are electronically transmitted shall be deemed to have the efficacy of an original signature.
- 32. <u>Supersession</u>: This Agreement embodies the entire understanding between ECU and AYIT regarding the subject matter. All past discussions, agreements, and understanding, whether oral or written, whether formal or informal, are superseded by this Agreement.
- 33. <u>Language of Agreement</u>: Should this document be executed in both English and Chinese, the English version of this Collaboration Agreement represents the understanding of both universities. Any other version is provided as a translation. In the event of conflict between the two versions, the English version will prevail.

In witness whereof, the parties have caused this Collaboration Agreement to be duly executed.

For East Carolina University

David Chalcraft Interim Chair, Department of Biology Date: 3 Nov. 2020

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Allison Danell Dean, College of Science and Arts Date: 11/8/2020

Paul Gemperline

Paul Gemperline Dean, Graduate School Date: 11/16/20

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Jon Rezek Assistant Vice Chancellor for Global Affairs Date: 11/2/2020

Grant Hayes Interim Provost and Senior Vice Chancellor for Academic Affairs Date: 11/16/2020

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Supplement A

ECU-AYIT Integrated Bachelor's and Masters' Degree Program in Biology

1. Administrative Liaisons:

ECU:	
John Stiller, Ph.D.	Phone: 01-252-328-2738 (Office)
Graduate Director	Email: stillerj@ecu.edu
Department of Biology	Address: S301A Howell Science Complex
East Carolina University	East Carolina University
	Greenville, NC 27858
	USA
AYIT:	
Dan Li	Phone : 85-372-2909821
Deputy Director	Email: 6325986@qq.com
School of Biology and Food Engineering	Address: 220 A-13 Building
Anyang Institue of Technology	West of Huanghe Road

Anyang Institute of Technology Anyang City, Henan Province

2. <u>Initial Admissions</u>: AYIT students who have successfully completed the first three years of Bachelor's degree program in Biology (School of Biology and Food Engineering) at AYIT with a minimum GPA of 2.75 and who have scored 71 or above on the TOEFL exam or 6.0 or above on the IELTS exam may apply for admission to ECU as visiting, non-degree seeking undergraduate students.

P.R.China

AYIT students who have not scored 71 or above on the TOEFL exam or 6.0 or above on the IELTS exam may apply for *conditional admission* to ECU.

- Students who have scored between 55 and 71 on the TOEFL exam or between 4.5 and 6.0 on the IELTS exam will be admitted to the ECU Language Academy (ECULA) and must successfully complete one semester of English Language training.
- Students who have scored between 45 and 55 on the TOEFL exam or between 4.0 and 4.5 on the IELTS exam will be admitted to ECULA and must successfully complete two semester of English Language training.
- Students who have scored below 45 on the TOEFL exam or below 4.0 on the IELTS exam will be admitted to ECULA and must successfully complete three semesters of English Language training.

• Students who do not have TOEFL or IELTS scores will be admitted to ECULA and must successfully complete between one and three semesters of English Language training, depending on an internal evaluation of their proficiency.

The ECU Language Academy offers up to 18 hours of academic English training per semester, some of which may be transferred to AYIT and considered as part of the student's undergraduate degree program.

3. Graduate School Course Registration Prior to Earned UG Degree

Participants will follow ECU's accelerated degree protocols to register for graduate level courses as outlined in the Graduate School Catalog.

- 4. <u>Graduate School Admission:</u> AYIT students interested in pursuing an advanced degree at ECU must submit a Graduate School application for an entry term immediately preceding their anticipated undergraduate degree graduation date.
- 5. <u>Student Visa</u>: If the student is successfully admitted to ECU, the Office of Global Affairs will assist the student in obtaining their F-1 Student Visa to study in the United States. ECU will issue students the Form I-20, also known as the Certificate of Eligibility for Nonimmigrant (F-1) Student Status For Academic and Language Students. To issue the Form I-20, admitted students must provide ECU's Office of Global Affairs with the following documents.
 - a. Copy of passport identification page
 - b. ECU's Confidential Financial Information Form
 - c. Documents demonstrating sufficient financial resources to fund U.S. education

6. <u>Program Structure:</u>

- a. <u>AYIT enrollment period</u>: JNSU participants will enroll in and successfully complete three years of undergraduate study at AYIT according to standards set by AYIT. In the third year participants will apply to ECU as non-degree visiting undergraduate students for enrollment in their fourth year.
- b. <u>Dual enrollment period</u>: During the fourth year of the program, participants will be considered to be enrolled in both JNSU and ECU. Participants fulfill the fourth year of AYIT bachelor's degree requirements through coursework taken at ECU as per agreement with the Department of Biology at ECU and approval jointly by AYIT and ECU. The courses student participants take at ECU during year 4 will transfer to AYIT and be credited towards the completion of the bachelor's degree from AYIT.

During the first semester, students are expected to take one 3 credit hour English course, one 3 credit hour biology elective, and two 3 credit hour biology research courses. At the end of the first semester, students will choose between two program options: (1) a thesis-based Master's degree and (2) a non-thesis based Master's degree. If they select thesis-based Master's degree, the students, with help of the Graduate Program Director, will find a host lab and perform thesis research.

During the second semester, students are expected to take two 3 credit hour biology elective courses and two 3 credit hour research courses.

The Undergraduate Program director at AYIT and Graduate Program Director at ECU will work together to assist the students in the selection of appropriate biology courses, depending upon their background and research interests, and also make sure the taken courses can be count for both the Bachelor degree in their home institution (AYIT) and the Master degree in the host institution (ECU). Participants will follow ECU's accelerated degree protocols to register for graduate level courses. The total of 24 credits will be transferred back to AYIT for the completion of their bachelor's degree conferred by AYIT.

A bachelor's degree will be conferred by AYIT upon successful completion of year 4 courses and submission of an official transcript from ECU. Once AYIT confirms student participants have completed the undergraduate degree and ECU confirms student participants meet all ECU graduate admission requirements/contingencies, the student participants' provisional admission to the master's program will be confirmed and their student visa will be automatically transferred to the corresponding ECU Master's program.

c. <u>ECU enrollment period</u>: During the fifth year of the program students admitted to the Graduate School will be enrolled as Master's students in Biology at ECU. Students will take 9 credit hours of course work during the first and second semester according to the advice of the Graduate Program Director. All degree requirements including coursework, research, and thesis, are required for completion of the program. A Master's degree will be conferred by ECU upon successful completion of the program.

<u>Time Limit</u>: It is expected, but not guaranteed, that the participating students will complete the requirements for a master's degree within two years in the host university. If necessary, the participating students may extend their time for another one or two semesters for completing the requirements for a Master's degree. Semesters spent in the ECU Language Academy will not count against student's time limits in the program.

<u>Exhibit A</u>

ECU-AYIT Integrated Bachelor's and Masters' Degree Program in Biology

The following ECU courses have been evaluated by AYIT and will transfer to AYIT in partial fulfillment of the requirements for the AYIT bachelor's degree.

ECU Courses	SHC	SHC	AYIT Courses
BIOL 5260/5261: Microbial Ecology and Lab	4	4	19061305: General Microbiology and lab
BIOL 5450/5451: Histology and Lab	4	3.5	19061306: Genetics and lab
BIOL 5510/5511: Transmission Electron Microscopy Lab	4	3	19061308: Cell Biology and lab
BIOL 5630/5631: Comparative Animal Physiology and Lab	4	3.5	19061307: Biochemistry and lab
BIOL 5870: Molecular Biology of the Gene	3	3	19061307: Molecular Biology and lab
BIOL 5890: Virology	3	2	19061304: General Biology
BIOL 5900 – Biotechniques	2	3	19061311: Gene and Bioengineering
BIOL 5901 - Biotechniques Lab	3	2	19061310: Comprehensive Experiment of Basic Biology
BIOL 5930 - Microcomputer Applications in Molecular Biology	2	1.5	19063310: Computational Biology and Bioinformatics
ENGL 1100 - Foundations of College Writing	3	1.5	19063316: English Writing
ENGL 3820 - Scientific Writing	3	1.5	19063317: Scientific Writing in English
Biol 4992 – Internship	2	2	19001602: Career development planning and employment guidance

BIOL 3504 – Research in Biology (1)	10	10	Undergraduate Thesis
Biol4504 – Research Problems in Biology (2)			
Biol 4514- Research problems in Biology (2)			
Biol 3550- Honors in Biology (1)			
Biol 4550 -Honors in Biology			
(2)			
Biol 4995 – Honors in Biology			
(2)			