



MEMORANDUM OF AGREEMENT

BETWEEN

**EAST CAROLINA UNIVERSITY,
UNITED STATES OF AMERICA**

AND

**GUANGDONG OCEAN UNIVERSITY,
PEOPLE'S REPUBLIC OF CHINA**



MEMORANDUM OF AGREEMENT

BETWEEN

EAST CAROLINA UNIVERSITY

AND

GUANGDONG OCEAN UNIVERSITY

TO ESTABLISH

**INTEGRATED BACHELOR'S AND MASTER'S DEGREE (3+2)
PROGRAM**

THIS AGREEMENT IS ENTERED INTO BETWEEN:

GUANGDONG OCEAN UNIVERSITY, Zhanjiang, People's Republic of China

hereinafter called "GOU."

AND

EAST CAROLINA UNIVERSITY, Greenville, North Carolina, U.S.A,

hereinafter called "ECU."

Hereafter jointly called "the Parties."

INTRODUCTION

WHEREAS, the Parties wish to enter into a collaboration with the aim of creating an **INTEGRATED BACHELOR'S AND MASTER'S DEGREE PROGRAM** for GOU students enrolled as undergraduate students who intend to complete a Master's degree at ECU; and

WHEREAS, participants will complete the GOU Bachelor's degree with a year of study at ECU and where a second year of study at ECU will lead to a Master's Degree from ECU; and

WHEREAS, the overall goal of the collaboration is to prepare the participants for successful careers in the global economy by developing their scientific, language, and practical skills, as well as their leadership abilities and cultural awareness.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

ARTICLE 1. PROGRAM STRUCTURE

The program is jointly designed by GOU Fisheries College and ECU's Department of Biology, this **3 + 2 integrated Bachelor's and Master's** degree program model provides sound educational experiences for GOU Fisheries College students.

1.01 The overall 3 + 2 combined program is comprised of three components:

- a) A three-year undergraduate program at GOU;
- b) A fourth year of study at ECU that includes formal courses in the biological sciences, English language and ECU faculty-mentored research that completes the requirements for the Bachelor's degree at GOU.
- c) A fifth year of study at ECU beyond the fourth year that leads to a Master's degree from ECU in conjunction with the previous year of studies.

1.02 Hereinafter this program shall be known as 3+2 STUDY PROGRAM.

1.03 Definitions:

- a) Unless otherwise stated, **CANDIDATES** shall mean an initial pool of GOU students who have been selected by GOU faculty as potential participants in this program.
- b) **GOU PARTICIPANTS** shall mean the subset of **CANDIDATES** co-selected by GOU and ECU faculty to participate in this program.

1.04. ECU and GOU shall each appoint a designated representative to coordinate the requirements of this Agreement.

ARTICLE 2. IMPLEMENTATION OF THE 3+2 STUDY PROGRAM

The implementation of this program will take four stages, as indicated below:

2.01 *Stage one (Years I-III, at GOU in China):* GOU PARTICIPANTS will successfully complete the first three years of undergraduate study at GOU according to standards set by GOU. In the third year student participants will apply as non-degree visiting undergraduate students to ECU for enrollment in

their fourth year. At the time student participants apply as non-degree visiting undergraduate students to ECU they will also apply to and be considered for provisional admission to the corresponding ECU graduate program, with admission to ECU's graduate program contingent upon completion of the GOU undergraduate degree. A minimum of 18 credit hours of graduate courses are required at ECU during year IV. Nine credits of this course work with an average grade of B will count towards the completion of the undergraduate degree from GOU. These 9 credit hours will also be counted toward the Master's degree from ECU.

2.02 *Stage Two (August–May, Year IV, at ECU in USA):*

- a) PARTICIPANTS fulfill the fourth year of GOU Bachelor's degree requirements through coursework taken at ECU as per agreement with specific departments, in this case the Department of Biology, at ECU and approval jointly by GOU and ECU. During year IV the courses student participants take at ECU will transfer to GOU and be credited towards the completion of the Bachelor's degree from GOU. At least 9 SCH will be graduate-level courses. GOU PARTICIPANTS fulfill the fourth year of GOU Bachelor's degree requirements through coursework taken at ECU, as provided in "Appendix A" and jointly approved by GOU and ECU.
- b) A Bachelor's degree will be conferred by GOU upon successful completion of the Year IV courses and submission of an official transcript from ECU.
- c) Once GOU 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.
- d) ECU will facilitate access to English study, cultural experiences, and social interactions with an emphasis on preparing Chinese students in English language proficiency for completion of the Master's thesis.
- e) An ECU advisor will mentor the students through coursework selection as well as the research experience or practicum.
- f) An ECU advisor will mentor students through preparation of a M.S. thesis proposal and provide preparation for thesis proposal defense.

- g) An ECU advisor will assist students with selection of a Master's thesiscommittee.

2.03 *Stage Three (May-August, Year IV, at ECU in USA):*

- a) A period of intensive, focused ECU faculty mentored research.

2.04 *Stage Four (August–August, Year V, at ECU):*

- a) Two semesters of academic study at ECU (August- August).
- b) Completion of M.S. degree requirements (thesis or non-thesis as per arrangement with individual students in consultation with faculty mentors from ECU and agreement with program coordinator at GOU)
- c) In August of Year V, GOU PARTICIPANTS who have successfully completed the above stages will be awarded a M.S. degree from ECU.

- 2.05** Students who fail to meet expectation and fail to complete the thesis-based programs within two-years of study at ECU will be permitted a maximum one-year extension, transferred to a non-thesis MS program, or terminated with no degree awarded from ECU.

ARTICLE 3. FIELDS OF STUDY

- 3.01** This agreement is specific for the 3+2 program leading to a Bachelor degree from GOU Fisheries College, and a MS degree in Biology (thesis or non-thesis options) or Molecular Biology and Biotechnology from ECU Department of Biology.

ARTICLE 4. NUMBER OF GOU PARTICIPANTS

- 4.01** For the first program year at ECU (beginning in August), ECU will accept between three (3) to five (5) GOU PARTICIPANTS in the Department of Biology Master's programs.
- 4.02** The exact number of GOU PARTICIPANTS to be accepted during each successive year of the program will be based on: 1) the availability of academically qualified and financially able students; 2) the capacity of the program as determined by the ECU Department of Biology Chair and Director of Graduate Studies, in consultation with the Dean of Harriot College and, as appropriate, the Dean of GOU Fisheries College.

ARTICLE 5. SELECTION OF PARTICIPANTS

5.01 By the end of November of each year, GOU will provide ECU with a list of CANDIDATES to be selected as GOU PARTICIPANTS.

5.02 A SELECTION REVIEW COMMITTEE, comprised of representatives from GOU and ECU will conduct a review to select potential GOU PARTICIPANTS from among the nominated CANDIDATES.

- a) A complete file of the selected CANDIDATES will be transmitted to the relevant ECU department, in this case the Department of Biology, in a timely fashion following the SELECTION REVIEW COMMITTEE process and the forwarding of the applicants to the departments.
- b) Those selected by the SELECTION REVIEW COMMITTEE will be responsible for providing any missing materials for their files to assure the timely completion of the admission selection decision process.
- c) GOU PARTICIPANT applications are processed through the ECU Graduate School.
- d) Final admission decisions are made by the Dean of ECU's Graduate School upon recommendation of the Department of Biology.

5.03 Basic student requirements:

- a) Each CANDIDATE must meet all academic requirements for admission into ECU;
- b) Each CANDIDATE must be enrolled in the third year of undergraduate study at GOU and be in excellent academic standing. Ideally, the GOU CANDIDATES should be among the top 10% of their class.
- c) The CANDIDATE must submit a minimum TOEFL score of 80 for the Internet-based test OR minimum 213 on the new computerized test OR minimum 550 on the written paper-based test. A minimum band score of 6.5 or better on the IELTS is also acceptable.
- d) The CANDIDATE must have a minimum GRE score of 290 for the combined verbal and quantitative sections.
- e) The CANDIDATE must possess acceptable communications skills in English, demonstrate strong leadership capabilities, and be committed to sound ethical principles.

5.04 Funding of students:

- a) GOU PARTICIPANTS are required to attest the source of their funding for study to obtain a U.S.A. visa and as part of the ECU admission process.

- b) GOU PARTICIPANTS should expect to pay two years of all tuition, fees and living expenses at ECU from parental resources, corporate sponsorship, governmental sponsorship, or other sources of funding.
- 5.05** Year V graduate students may be eligible for (but are not guaranteed) graduate teaching assistantships if qualified, in order to enhance their experience.

ARTICLE 6. RESPONSIBILITIES OF ECU

- 6.01** ECU will provide GOU with a list of contact persons in the Department of Biology for further communication on the curriculum.
- 6.02** GOU PARTICIPANTS enroll in the fourth year as graduate students at ECU completing courses and other requirements leading to the B.S. degree from GOU, normally at the end of Year IV.
- 6.03** ECU provides the necessary documents (Form I-20, invitation letters, etc.) to allow each GOU PARTICIPANT to apply for an F-1 Student visa.
- 6.04** ECU assists GOU PARTICIPANTS with curriculum design and course registration after they have been accepted into the program (see article 8.03, 8.04 and Appendix A)
- 6.05** ECU arranges mentors to supervise a research experience or practicum for GOU PARTICIPANTS during Year IV.
- 6.06** Following departmental review at the end of Year IV, GOU PARTICIPANTS continue as Master's degree students for the regular semesters of the academic year and for the intervening summer sessions.
- 6.07** The overall estimated (two-year) cost of education (tuition, fees, health insurance 2017-2019) and living support is estimated at US\$84,300 for each PARTICIPANT. These figures include the cost of attendance through the summer during the two years at ECU, which is the summer between the fourth and fifth years of study. <http://www.ecu.edu/cs-acad/gradschool/Tuition-and-Fees.cfm>
- 6.08** ECU, the International Office, the host faculty, and the students of Biology will assist GOU PARTICIPANTS in arranging appropriate accommodation and provide appropriate assistance and advising in matters of health, language, cultural, and social understanding.
- 6.09** ECU sends GOU an official grade transcript for each GOU PARTICIPANT at the end of the first academic year at ECU.

- 6.10** ECU is responsible for reviewing, approving, and monitoring any GOU materials describing the relationship between GOU and ECU to ensure conformity with the disclaimer statement required by the Southern Association of Colleges and Schools Commission on Colleges as referenced in Article 7.06.
- 6.11** ECU shall keep GOU informed of changes in curriculum, program and staff that may affect the requirements of this Agreement. If courses change, the parties will review the changes and, if acceptable, a new "Appendix A" reflecting those change may be substituted. The parties shall indicate on the new "Appendix A" the effective date of the changes. If the changes are not acceptable to either party, then this Agreement may be renegotiated or terminated.

ARTICLE 7. RESPONSIBILITIES OF GOU

- 7.01** GOU sends ECU the curricula and a list of contact persons for this program.
- 7.02** In collaboration with ECU, GOU identifies and enhances GOU courses that will help GOU students achieve success in ECU programs.
- 7.03 Selection of students:**
- a) GOU provides a pool of qualified CANDIDATES, who will be interviewed by the GOU and ECU COMMITTEES.
 - b) Interviews will typically occur at the earliest possible date in the fall prior to admission in the subsequent spring to ensure timely planning.
 - c) The number of GOU PARTICIPANTS to be selected depend upon the availability of qualified and financially capable applicants and the capacity of the Department of Biology MS programs to educate qualified participants from GOU.
- 7.04** GOU provides a venue for the selection committee to interview CANDIDATES.
- 7.05** GOU will make its personnel and facilities available to the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) in connection with its periodic review of ECU's accreditation status.
- 7.06** GOU will use the following mandatory SACSCOC disclaimer statement in its materials describing or advertising this program:

"ECU is accredited by the Southern Association of Colleges and Schools Commission on Colleges to award Bachelor's, Master's, Educational Specialist and Doctor's degrees. GUANGDON OCEAN UNIVERSITY is not accredited by SACS Commission on Colleges and the accreditation

of East Carolina University does not extend to or include GUANGDONG OCEAN UNIVERSITY or its students. Further, although East Carolina University may agree to accept certain course work from GUANGDONG OCEAN UNIVERSITY 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.”

- 7.07** GOU shall keep ECU informed of changes in curriculum, program and staff that may affect the requirements of this Agreement. If courses change, the parties will review the changes and, if acceptable, a new “Appendix A” reflecting those change may be substituted. The parties shall indicate on the new “Appendix A” the effective date of the changes. If the changes are not acceptable to either party, then this Agreement may be renegotiated or terminated.
- 7.08** GOU shall not discriminate on the basis of race/ethnicity, color, creed, national origin, religion, sex, sexual orientation, age, veteran status, political affiliation, genetic information or disability.

ARTICLE 8. PROPOSED SCHEDULE FOR THE PROGRAM

- 8.01** Selection of the first pool of CANDIDATES by GOU begins in the fall semester preceding admission to ECU’s MS degree program.
- 8.02** Selection of the first pool of GOU PARTICIPANTS, from the above pool of CANDIDATES, after consideration by a joint GOU and ECU selection committee, takes place at GOU before November of the year preceding admission to ECU’s MS degree program.
- 8.03** In January of the year in which students are scheduled to begin their studies at ECU, admission referral will be forwarded to the Graduate School of ECU based on recommendations made by the Graduate Committee in the ECU Department of Biology. Selected students must also submit and complete an ECU graduate school application online
- 8.04** GOU students will be notified a final decision of admission to the program by the end of April of the year in which students are scheduled to begin their studies at ECU directly from ECU graduate school. Admitted students will be registered for classes during the appropriate ECU registration period.
- 8.05** The first group of GOU PARTICIPANTS arrive at ECU in August of the academic year, and begin their studies for the fall semester. They continue on to the subsequent stages of the program as delineated in Article 2 of this agreement.

ARTICLE 9. Program Academic Structure, Requirements and Curriculum

- 9.01** The academic program is structured within the framework of the existing ECU Integrated Bachelor's/Graduate program model as outlined in the ECU Graduate Catalog (see subheading Integrated Bachelor's/Graduate program)
- 9.02** Provisions of this program allow undergraduates to apply for admission in the junior year of undergraduate studies, gain admission as seniors, complete their undergraduate studies with graduate level courses, count up to 15 hours of graduate studies toward both undergraduate and graduate degrees and complete their MS degrees after their second year of enrollment in the program.
- 9.03** As stipulated in the program students must meet or exceed the credit hour thresholds in the standard for the two degrees awarded, (e.g., a combination baccalaureate and master's degree should include a combined minimum of 150 semester credit hours).
- 9.04** As a further stipulation, and in accordance with the requirements for the ECU MS degree in Biology or Molecular Biology and Biotechnology, students will be required to complete 30 hours of coursework, conduct original research under the direction of an ECU graduate faculty member and write as well as orally defend both a research proposal and a MS thesis (see Appendix A for detailed requirements, guidelines and course listings). Assignment as a laboratory instructor may be an option for qualified students in their 5th year, in order to enhance their cultural and learning experience.

ARTICLE 10. PROGRAM REVIEW, RENEWAL, AMENDMENT AND TERMS OF TERMINATION

- 10.01** This Agreement becomes effective upon the last signature of the authorized administrators of both PARTIES and shall continue for a period of three (3) years.
- 10.02** This program shall start in the fall semester of the year in which all the terms and conditions of the program as stated in this agreement have been fulfilled.
- 10.03** The program will be reviewed by both PARTIES on an annual basis. The review will assess the progress of GOU PARTICIPANTS and report on recommended changes to ensure a quality educational experience.

- 10.04** This Agreement may be amended by the written agreement of both parties. Such amendments, once approved by both institutions, will become part of this Memorandum of Agreement.
- 10.05** This Agreement may be terminated by either PARTY giving notice to the other PARTY, in writing, at least six (6) months prior to the intended termination date. Additionally, this Agreement may be terminated as outlined herein or because of breach. In such an event, any students who have matriculated at ECU pursuant to this Agreement shall be continued through completion of the Degree Program.

ARTICLE 11. LEGALITY OF THE DOCUMENT

- 11.01** This Agreement is written in both Chinese and English, both versions being equally valid, provided that no provision shall be legally binding upon ECU unless it is stated in English.

ARTICLE 12: ADDITIONAL TERMS

- 12.01** The parties agree that each is acting as an independent contractor and not an agent or employee of the other, and as such shall be wholly responsible for its work in accordance with this Agreement. Nothing herein is intended or shall be construed to establish any agency, partnership, or joint venture between GOU and ECU.
- 12.02** Notwithstanding any other provision of this Agreement, the liability of ECU, as an agency of the State of North Carolina, for any injury or damage arising out of ECU's, its employees' or agents' performance under this Agreement is subject to the limitation of the North Carolina Tort Claims Acts, N.C.G.S. § 142-291, et seq. (the "Act"). ECU does not waive any rights or defenses under the Act or the rights and authority of the Attorney General of the State of North Carolina to represent ECU.
- 12.03** ECU has determined that GOU is a school official with a legitimate educational interest under the Family Educational Rights and Privacy Act (FERPA). If ECU provides GOU with "personally identifiable information" from a student's education record as defined by FERPA, 34 CFR § 99.3, GOU hereby certifies that collection of this information from ECU is necessary for GOU's duties and responsibilities under this Agreement. GOU further certifies that it shall maintain the confidential status of the education records in their custody, and that it shall maintain the personally identifiable information as directed by FERPA. Failure to abide by legally applicable

ECU measures and disclosure restrictions may result in the interruption, suspension and/or termination of the relationship with GOU for a period of at least five (5) years from the date of the violation. If GOU experiences a breach related to this information or if GOU re-discloses this information, GOU shall immediately notify ECU. To the extent allowed by law, GOU shall indemnify ECU for any breach of confidentiality or failure of its responsibilities to protect confidential information. Specifically, these costs may include, but are not limited to, the cost of notification of affected persons as a result of its unauthorized release of ECU data provided to GOU pursuant to this Agreement.

12.04 Notices: 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 express 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:

If to ECU: Edmund J. Stellwag, Ph.D.
 Biology, Director of Graduate Studies
 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 GOU: Guangli Li, Ph.D.
 Associate Dean, College of Fisheries
 Guangdong Ocean University
 1 Haida Road
 Mazhang District, Zhanjiang City
 Guangdong Province, China
 Zip Code 524088

12.05 This Agreement contains the entire agreement of the parties and there are no representations, inducement, or other provisions other than those express herein. All changes, additions or deletions to this Agreement shall be in writing and executed by authorized representative(s) of each party.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate originals, one of which is retained by each of the parties, effective as of the date of the last signature below:

Signed in Zhanjiang
Guangdong Province on (Date)


Signed in Greenville
North Carolina on (Date)





President
Guangdong Ocean University
Guangdong Province, Peoples
Republic of China

Provost and Senior Vice
Chancellor for Academic Affairs
East Carolina University

Print name: 

Print name: RON MITCHELL

Date: 2016.12.12.

Date: 1/19/2017

