

**Northwest Missouri State University**

**Board of Regents**

**Date of Meeting: May 1, 2009**

Cabinet Member: Doug Dunham

Agenda Item: MOA for recruitment of Chinese students

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**Background:**

The Missouri Academy of Science, Mathematics and Computing is committed to enhancing the social/intercultural competency of its students. One way to facilitate this learning is by creating a diverse student body. The Academy recruits both minority students within the United States as well as international students. Recruitment of international students necessitates we establish relationships with organizations/agents who can facilitate the process.

The attached Memorandum of Agreement establishes the professional relationship between American Cross Border Education Institute (ACBEI), a for-profit Chinese corporation that specializes in Sino-US education, and Northwest.

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**Issue:**

I recommend approval.

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**President's Recommendation:**

**MEMORANDUM OF AGREEMENT  
REGARDING  
THE RECRUITMENT OF CHINESE STUDENTS  
TO ATTEND THE  
MISSOURI ACADEMY OF SCIENCE, MATHEMATICS AND COMPUTING**

This agreement is between **Northwest Missouri State University** (hereafter “Northwest”) a public institution of higher education located in Maryville, Missouri, United States of America, and **American Cross Border Education Institute** (hereafter “ACBEI”) located at Beijing, China, for the purpose of recruiting Chinese students to attend the Missouri Academy of Science, Mathematics and Computing (hereafter “Missouri Academy”) located on Northwest’s campus.

**Preamble**

The Missouri Academy is a two-year, residential, early-entrance-to-college school for students who have demonstrated exceptional talent in the fields of science, mathematics or technology. Attendance at the Missouri Academy replaces the junior and senior years the students would otherwise spend at their respective traditional high schools. The courses these students take while at the Missouri Academy are taught by the faculty of Northwest, and at the completion of their two years of study the students receive both a high school diploma and an Associate of Science degree. The Missouri Academy provides exceptional students an opportunity to live and work in a community of peers. It also prepares them for continued success in science, mathematics and technology at whatever institution of higher education they may choose to complete the requirements for a bachelor’s degree.

One of Northwest’s goals for the Missouri Academy is to provide Missouri students attending it with opportunities to live and learn alongside students from different countries and cultures, thereby furthering their preparation to live and work in a global community.

ACBEI is a for-profit Chinese corporation that specializes in Sino-US education, especially in Joint Program in China.

The parties agree to the following:

**Article I: Responsibilities of ACBEI**

1. Serve as Northwest’s exclusive agent for purposes of recruiting qualified Chinese students to attend the Missouri Academy.
2. Propose to Northwest the process it will use to identify qualified candidates for admission to the Missouri Academy and obtain Northwest’s concurrence in the validity of that process.
3. Using the process identified and agreed to above, identify at least six qualified students from China that ACBEI proposes for attendance at the Missouri Academy, with approximately an equal distribution between the two sexes.

4. Ensure that the students it proposes for attendance at the Missouri Academy meet the Academy's admissions criteria or their functional equivalent. These criteria are found on Northwest's website at: <http://www.nwmissouri.edu/masmc/admissions/reqintl.htm>.
5. Ensure that the students it proposes for attendance at the Missouri Academy meet the Missouri Academy's English proficiency standards.
6. Assist with the visa and travel arrangements for the students ultimately selected to attend the Missouri Academy.

## **Article II: Responsibilities of Northwest**

1. Provide a written examination that ACBEI can administer in the process it proposes in Article I.2 above, subject to Northwest having the right to oversee the administration of that examination, to include the right to decide to terminate its use at some future time.
2. Conduct final interviews of the students and the parents of the students whom ACBEI proposes as candidates for admission to the Missouri Academy.
3. Make the final selection decisions from the candidates whom ACBEI proposes and admit them on a best qualified basis to the extent the enrollment capabilities of the Missouri Academy permit, with the total of those selected being distributed approximately equally between the sexes.
4. Provide to the students who attend the Missouri Academy reasonable cultural transition assistance, the specific type and level of such assistance to be within the discretion of Northwest.
5. Provide alternate housing during the academic year for students who attend the Missouri Academy when the Missouri Academy's residential hall is closed.
6. Provide special preparatory instruction in Introduction to College Writing. Students are responsible for the costs associated with this instruction.
7. Award a high school diploma and an Associate of Science (AS) degree, simultaneously to students who successfully complete the two-year Missouri Academy program.
8. Allow the students to use Northwest's student health center on the same basis as provided to other international students attending Northwest.
9. Provide assistance to the students in college/university preparation and placement upon graduation from the Missouri Academy.

### **Article III: Joint Understanding of Both Parties as to the Missouri Academy**

1. Any student selected to attend the Missouri Academy must demonstrate a satisfactory level of English proficiency by achieving a minimum TOEFL score as follows:
  - a) 550 if a paper-based test
  - b) 225 if a computer-based test
  - c) 70 if an internet-based test
2. All students selected to attend the Missouri Academy will be expected to take a course entitled "Introductory to College Writing," which will begin in July five weeks prior to the start of regular classes in August.
3. All students admitted to the Missouri Academy will be subject to the same academic standards and the same code of conduct as all other students attending the Missouri Academy.

### **Article IV: Administration of the Agreement**

1. The Parties are equally responsible for the legal and equitable execution of this Agreement and to that end designate the following officials to coordinate their respective activities and oversee the fulfillment of their responsibilities:

**For Northwest:**

Cleo Samudzi, Ph.D.  
Dean of the Missouri Academy  
Northwest Missouri State University  
800 University Drive  
Maryville, MO 64468-6001  
Mobile telephone: 660-541-0545  
Office telephone: 660-562-1077  
Office fax: 660-562-1856  
E-mail address: [samudzi@nwmissouri.edu](mailto:samudzi@nwmissouri.edu)

**For ACBEI:**

Dai Yong  
President of ACBEI  
American Cross Border Education Institute  
5<sup>th</sup> Floor, Building B, New Logo Plaza  
Haidian District, Beijing, China 100081  
Mobile telephone: 139-101-078-21  
Office telephone: 010-621-189-81  
Office fax: 010-621-131-86  
E-mail: [dai.yong@acbei.org](mailto:dai.yong@acbei.org)

2. Except as stipulated herein, each Party shall be responsible for all expenses incurred by its employees in fulfilling the terms of this Agreement. The Parties are committed to the establishment and successful implementation of the cooperative activities envisioned in this Agreement and therefore will meet their respective financial commitments either with their own funds or external sources.
3. Northwest shall compensate ACBEI for each Chinese student enrolled at the rate of 10% of the tuition paid by that student. This payment shall be made at the end of each trimester that the student actually completes at the Missouri Academy. Thus, for a student who successfully completes an academic year at the Missouri Academy, one payment will be made in December/January after the first trimester and the second payment will be made in June after the May session.

## **Article V: Governing Policies**

To the extent any provisions of this Agreement conflict with any statute of the respective Parties' governing jurisdictions or a policy, rule of regulation of any regulatory body of the Parties, the term of this Agreement will be subordinate to the said statutes, policies, rules or regulations, provided that whenever a Party becomes aware of any such conflict, it shall promptly notify the other Party of that conflict.

## **Article VI: Dispute Resolution**

1. In case of a difference in the interpretation or execution of this Agreement or any amendments to it, the Parties agree to seek to resolve that dispute in an amicable manner. If the Parties are unable to resolve the dispute, they will seek resolution through a mutually agreed upon mediator, the cost of which will be shared equally.
2. If mediation does not successfully resolve dispute, the Parties agree to refer the issue to arbitration. One arbitrator will be selected by Northwest, one will be selected by ACBEI and one will be selected by the arbitrators selected by the Parties. The arbitration panel will decide all matters of procedure, venue and governing law based on the facts related to the matter in dispute. The panel's ruling will be final and cannot be appealed. Each Party will be responsible for the payment of the fees of the arbitrator it selected and the payment of the third arbitrator's fees and the other costs of the arbitration will be divided equally between the Parties.
3. Shall be governed by and construed in accordance with the laws of the State of Missouri without regard to the conflict of laws principles thereof.

## **Article VII: Duration and Termination**

1. Unless otherwise terminated as provided below, this Agreement is for a period of five years from its effective date, which shall be the latest date of the signatures entered bellow.
2. Either Party may terminate this Agreement for convenience, provided that its has given the other Party written notice of its intent to terminate at least six months prior to the end of a school term at the Missouri Academy. Notification by facsimile will satisfy the written notice requirement. Alternatively, its substance may be incorporated into a subsequent agreement between the Parties covering a broader array of cooperative activities.
3. Termination shall be without penalty to either Party and those students enrolled at the Missouri Academy at the time any notice of termination is issued will be entitled to complete the term they are then in. Enrollment in a subsequent term will be under the terms and conditions then applicable to students enrolling from the populations at large.

**Article VIII: Miscellaneous**

1. This Agreement may not be assigned by ACBEI without the prior written consent of Northwest.
2. This Agreement may be executed in any number of counterparts, and by any Party on separate counterparts, each of which as so executed and delivered shall be deemed an original but all of which together shall constitute one and the same instrument, and its shall not be necessary in marketing proof of this Agreement as to any Party hereto to produce or account for more than one such counterpart executed and delivered by such Party.
3. May be amended, modified or supplemented only by a written instrument executed by all of the Parties hereto.
4. Embodies the entire agreement and understanding of the Parties hereto in respect of the transactions contemplated hereby and supersedes all prior agreements and understandings among the Parties with respect thereto; and
5. The Parties signing below for Northwest and ACBEI hereby warrant and represent that they have the right, power and authority to execute this Agreement on the date signed.

**FOR NORTHWEST:**

**FOR ACBEI:**

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Doug Dunham, Ph.D.  
Interim Provost  
Date:

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Dai Yong  
President  
Date: