

**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.

4. Ensure that the students it proposes for attendance at the Missouri Academy meet the Missouri 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. Northwest will oversee and administer a standardized examination used by and owned by or licensed to Northwest. The examination may be modified from time to time in the sole discretion of Northwest and Northwest reserves the right terminate the use of such testing. Northwest shall collect all testing responses and shall be responsible for scoring any such exams.
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.
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) 533 if a paper-based test
 - b) 200 if a computer-based test
 - c) 72 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

For ACBEI:

HE Qiang
Director of ACBEI
American Cross Border Education Institute
5th Floor, Building B, New Logo Plaza
Haidian District, Beijing, 100081
Mobile telephone: 86-135 2250 4169
Office telephone: 86-10-6211 8981
Office fax: 86-10-6211 3186
E-mail: john.he@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 presented to Northwest by ACBEI who enrolls at Northwest 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

Any provision of this Agreement which is in conflict with any Statute, Treaty, or Regulation of the United States of America or any Statute or Regulation of the State of Missouri shall be subordinate to any such Statute, Treaty or Regulation. When ever 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 a resolution of differences can not be archived by the parties, they agree to arbitrate as provided herein any and all differences which may arise with, between them with regard to this agreement.
2. Prior to initiating arbitration the parties to the Difference the Parties shall first meet face to face in good faith at the offices of Northwest or such other appropriate place as may be mutually agreeable to effect a resolution of the Differences. The Parties shall seek to have the Differences, which the Parties are unable to resolve after meeting or attempting to meet in good faith to effect a resolution, mediated by an individual chosen in accordance with the Commercial Mediation Rules of the American Arbitration Association. The cost of the Mediation shall be shared equally.
3. Any Differences which the Parties are unable to resolve under paragraph 2 shall be finally settled in the offices of Northwest (or other location mutually agreed upon by the Parties) by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") as modified herein and by one neutral mutually selected arbitrator. Any award entered in any such arbitration shall be final and binding and may be entered and enforced in any court of competent jurisdiction.
4. The arbitration shall be initiated by any Party filing with the AAA notice of intent to arbitrate ("Arbitration Notice") and serving a copy of the Arbitration Notice on the other Party or Parties to the Differences. The arbitrator shall set such times and make such orders as will compel all depositions, exchange of relevant information, document production, and other discovery as permitted by the AAA Commercial Arbitration Rules and/or the Uniform Arbitration Act as adopted by the State. of Missouri.
5. The arbitrator shall make such orders and conduct and schedule all proceedings in connection with the arbitration so that the final arbitration hearing commences no less than 90 days and concludes no later than one hundred eighty (180) days after the Arbitration Notice is filed, and so that the final arbitration award is made and delivered to the parties within two hundred (200) days after the Arbitration Notice is filed.
6. The arbitrator's award shall be in writing and shall be accompanied by a written opinion explaining the decision. (The written opinion is for information purposes only and may not be used by any person as a basis for questioning or challenging in any way the arbitrator's award in any court.) The arbitrator has discretion to award reasonable attorney fees to the Party or Parties deemed by the arbitrator to be

the prevailing Party or Parties in the arbitration. Subject to the requirement of Missouri's Sunshine Law (§610.010 et seq. R.S.Mo.) the undersigned agree to treat as confidentially as practicable all Differences, all matters relating to resolution proceedings under this Agreement, any arbitration opinion or award, and any proceedings related to or to enforce an arbitration award.

7. The rights, remedies, duties and obligations of the undersigned shall survive the termination of any agreements subject to this Arbitration Agreement. Termination of any agreement subject to this Arbitration Agreement shall be without prejudice to any rights which have accrued to any party under this Arbitration Agreement.
8. Any notice or other communication required or permitted hereunder shall be deemed to have been given when sent by certified or registered mail, postage prepaid, to the designated agent set forth herein or their designated successor.
9. If any part or provision of this Agreement relating to Arbitration is invalid or unenforceable or prohibited by the law of any jurisdiction where it is to be performed or enforced, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and the remainder of this Agreement shall be valid and binding and of like effect as though such provision were not included herein. Any court is requested in the absence of the excluded provision to endeavor to give the fullest possible effect to the intent of the Parties as expressed herein.
10. The agreement 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. ACBEI shall hold Northwest harmless from and indemnify Northwest against any and all claims, demands and actions based upon or arising out of any activities performed by or attributable to ACBEI and its employees, agents or franchisees in connection with this Agreement and/or brought against Northwest based upon any such claims or demands
3. 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.
4. May be amended, modified or supplemented only by a written instrument executed by all of the Parties hereto.
5. 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
6. 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.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

FOR NORTHWEST:

FOR ACBEI:

Doug Dunham, Ph.D.
Interim Provost
Date:

Dai Yong
President
Date: