

INTER-INSTITUTIONAL AGREEMENT OF COOPERATION

BETWEEN LINGNAN UNIVERSITY (HONG KONG)

AND

UTICA COLLEGE (UTICA, NEW YORK, U.S.A.)

1. Preamble

1.1 Utica College, Utica, New York, U.S.A., and Lingnan University, Hong Kong, are willing to enter into and formally establish this "Inter-institutional Agreement of Cooperation" (hereinafter referred to as IAC).

1.2 The purpose of this IAC is to promote and expand international understanding, development, and friendship as well as stimulate and support educational, professional and intercultural activities and projects among students and staff of the two institutions (Utica College and Lingnan University), and the respective communities which support these institutions. Furthermore, this IAC sets forth and describes many of the general and specific aspects of the agreement, with the understanding that on the basis of a regular review of activities, the document in both its general and specific content may be revised with the mutual consent of Utica College and Lingnan University.

1.3 Identified general activity areas of mutual interest and concern may include but are not limited to the following:

- student exchange programmes
- faculty/staff exchange programmes
- cultural exchange programmes
- "visiting scholars/tutors"
- cooperative/collaborative research projects
- cooperative degree programmes
- short term training programmes/projects/service-learning programmes
- cooperative and exchange lectures, conferences and seminars

1.4 Both institutions realize that in general the language of instruction of Lingnan University is English and/or Chinese, and at Utica College the language of instruction is English.

1.5 The term "host" institution refers to the university a student or staff member plans to visit. The term "home" institution refers to the university where a student is a full-time, degree-seeking student or, in the case of staff members, the university where the staff member is regularly employed.

1.6 Both institutions understand that this IAC is not exclusive and each institution is permitted to enter into other such agreements with other universities.

2. Term and Termination of the IAC

The term of this IAC shall be five academic years (2010-2011 through 2014-2015). Each academic year shall begin with the Fall Semester and shall consist of the Fall (First), Spring (Second), and the Summer Session if available. The IAC may be renewed for additional periods by written agreement of the institutions, signed by the

Presidents of each of them, prior to the end of the initial five year term (or any subsequent extension of the IAC). During the initial five year term (and subsequent extensions, if any), the parties shall consult at least annually to discuss the programme, any problems that have arisen, and opportunities for improvement. Either party may terminate this IAC at any time (during the initial five year period or any extension period) by giving written notice, signed by the President of the terminating party, prior to January 31 of any year, with the termination taking effect at the end of the Spring Semester or Summer Session of that year, as specified in the notice.

3. Contact Person

Because of the desirability of implementing IAC activities in a systematic manner, Utica College and Lingnan University will designate a contact person assigned with the responsibility of coordinating IAC activities in general terms. For Utica College, this will be the Director of International Programs. For Lingnan University, this will be the Head, Office of Mainland and International Programmes.

4. Scope of Co-operation

While a wide range of projects may be identified within the IAC, educational experiences between students and staff of the two institutions are likely to comprise most of them. Therefore, the following two items pertaining to students and staff are addressed as specific items regarding procedures. Any other programmes will be addressed under separate written agreements between the two institutions.

5. Student Exchange

- 5.1 Each institution will accept full-time students from the other institution on an approximate one-for-one basis for undergraduate or graduate study during the academic year, and, where feasible, during any of the sessions of Summer School. Acceptance for participation in the exchange does not constitute admission into any academic degree program at the host institution.
- 5.2 The selection procedure by which reciprocal exchange students are nominated is the responsibility of the home institution. The candidates may be either undergraduate or graduate students. Undergraduate students must have completed at least two semesters of full-time study at the home institution prior to the beginning of the exchange period.
- 5.3 The numbers of exchange students to be sent by each institution each year will be decided upon by mutual agreement between the two institutions. Exchange students may study at the host institution for one or two semesters, depending on their needs and on the policies of the home institution.

Each institution shall try to exchange the same number of students each year. If either institution is unable to designate the full quota of qualified students during any given academic year, this will not affect the other institution's ability to send its exchange students. If an exchange imbalance occurs (during the initial five year term of this agreement or during any extension period), the institution having hosted the larger number of students shall be entitled to rectify any existing imbalance by sending the appropriate number of students to the other campus within two years after the academic

year in which the imbalance occurs. If the agreement is terminated by reason of a lack of interest during the initial five year term or during any extension period, the imbalance shall be remedied within two years after the academic year in which the imbalance occurs, as described above. However, if the agreement is terminated for any other reason, the institutions shall address the exchange imbalance by mutual agreement.

- 5.4 Each institution reserves the right to require candidates to complete the admission documents required by each institution.
- 5.5 The host university shall normally accept students selected by the home university. However, each institution reserves the right to accept or reject any candidate for admission to the institution on the basis of regular academic selection criteria and to accord such student status as may be appropriate at the time of admission. Notification of acceptance or rejection of each student shall be provided to the other university within 30 days of the host institution's receipt of the home institution's nomination.
- 5.6 Students whose native language is not English must demonstrate that they are able to perform successfully in university-level coursework where English is the language of instruction and assessment.
- 5.7 The acceptance of exchange is conditional on obtaining the necessary immigration and travel clearance. The receiving institution will endeavor to assist in obtaining the proper documents and will guide each student through the respective immigration and admission procedures. However, immigration matters are the responsibility of the exchange student. Any permissible employment authorization must be approved by the host school's foreign student advisor, who will also offer guidance on the types of permissible employment to the extent that employment is permitted. Any resulting income tax obligations will be the responsibility of the student.
- 5.8 All exchange students shall be subject to the same academic and disciplinary regulations and class performance standards as pertain to regularly enrolled students at the host institution. Exchange students will have the same privileges and enjoy the same access to campus facilities and amenities.
- 5.9 Exchange students are expected to meet the minimum academic "good standing" requirements of the host institutions prior to acceptance for study. Students who are accepted for a full academic year must continue to be in good standing upon completion of their first semester at the host institution, in accordance with the host institution's academic requirements for its regularly enrolled students. If such has not been achieved, the host institution may ask the said student to return to his/her home university.
- 5.10 Selected students, within reasonable limits, will attempt to represent their home institution and country to organizations, service clubs, schools, churches and other host community organizations by making appropriate presentations to them.
- 5.11 Participating students shall remit their current tuition, other mandatory fees, and room charges to their respective home institution. They shall pay any miscellaneous fees, if any, to the host institution.
- 5.12 Participating exchange students will be housed in the host institution's residence halls (double occupancy). Any students pursuing alternative housing arrangements on their

own (e.g. guest houses, family/home stays, or apartments) shall do so at their own risk and expense and shall not be entitled to a refund of housing costs from the home or host institution.

- 5.13 The exchange student will be responsible for all transportation, living expenses (housing arrangements as stated in 5.12) and costs involved in travel to and from the host institution for the educational experience. This includes travel and personal expenses (including vacation periods and between semesters), passport and immigration expenses, excess luggage, luggage storage and independent travel.
- 5.14 The exchange student is responsible for all personal expenses such as telephone calls, books, etc.
- 5.15 Participating exchange students will be required to carry adequate health and accident insurance and to provide proof to the host institution, prior to arrival, that their insurance will cover the cost of medical and hospitalization expenses during the period of exchange.
- 5.16 The host institution will provide the home institution with an adequate record of the participant's academic performance (a transcript) within 2 months of the end of the relevant term. Courses completed by students at either institution will be treated as equivalent by the home institution according to each institution's policies. Grading will be applied according to the system used by each host institution. The conversion of grades from one system to the other will be determined by the exchange student's home institution. It shall be the sole responsibility of the home institution to determine how many credit units the student may actually receive on courses taken at the host institution.
- 5.17 Violation of host country law by the participant may subject the participant to withdrawal of immigration and academic sponsorship and expulsion from the host country. Participants will be subject to the laws of the host country.
- 5.18 Each institution will arrange for exchange participants to be met at the airport on arrival and assist them with initial ground transport to the host university.
- 5.19 Each institution will provide on-site orientation both to the host institution and to the larger community and will designate a contact person assigned to address exchange students' questions or concerns regarding cultural or related issues. For Utica College, this will be the Director of International Programs. For Lingnan University, this will be the Head, Office of Mainland and International Programmes.

6. Other Possible Contractual Agreements for International Study

- 6.1 This type of international education experience may be utilized when one of the institutions (because of anticipated large numbers of participants or highly specialized types of programme) contracts with the other institution for specific kinds of education experiences outside of the regular and scheduled curricular offerings.
- 6.2 In general, the total cost per student as well as the total cost of the programme are identified. These costs will minimally include: course materials and course costs, food and lodging. Transportation may or may not be included. Since this exchange arrangement is handled through a contract method, and since one cannot anticipate the

many kinds of programme variations that may be developed, further details are not presented in this document.

7. Faculty/Staff Exchange

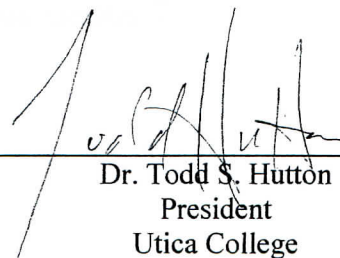
- 7.1 The faculty/staff of an institution under the terms of the IAC may participate in a variety of activities at the other institution.
- 7.2 Such activities may include faculty exchange for instructional and/or research activities for short term or extended periods of time; conducting conferences, seminars and/or lecture series; providing professional expertise as consultants on special projects within the institutions; exchange short term for visits for observation purposes including exploration of further development activities between the two institutions; developing activities with the areas of business, industry and education in the community in which the institutions are located; and other activities as may be identified during the term of the IAC.
- 7.3 In general, faculty exchange activities are also implemented through a request/review/approval process involving the two institutions.
- 7.4 Utica College allows Lingnan University and Lingnan University allows Utica College to use brochures, advertisements, and other promotional items using the Partner's name in marketing and recruiting for the Program.
- 7.5 Lingnan University acknowledges that it is not an agent of Utica College and is not authorized to bind the College, offer admission, or offer financial aid to any student in the name of the College. Likewise, Utica College acknowledges that it is not an agent of Lingnan University and is not authorized to bind the University, offer admission, or offer financial aid to any student in the name of the University.
- 7.6 Lingnan University agrees to indemnify Utica College against and hold it harmless from any and all injury, loss, damage, claims, and expenses whatsoever (including attorney fees, judgments, fines, and settlements reasonably incurred) arising out of or in connection with the negligent actions or omissions of the Faculty or its staff, employees, or agents. Likewise, Utica College agrees to indemnify Lingnan University against and hold it harmless from any and all injury, loss, damage, claims, and expenses whatsoever (including attorney fees, judgments, fines, and settlements reasonably incurred) arising out of or in connection with the negligent actions or omissions of the Faculty or its staff, employees, or agents.



Professor Yuk-shee Chan
President
Lingnan University

5 November 2010

Date



Dr. Todd S. Hutton
President
Utica College

12 November 2010

Date