MEMORANDUM OF UNDERSTANDING FOR COOPERATIVE INTERNATIONAL UNDERGRADUATE DEGREE PROGRAM (CIUDP) BETWEEN THE UNIVERSITY OF ALABAMA, TUSCALOOSA, ALABAMA, AND OCEAN UNIVERSITY, QINGDAO, CHINA

The Board of Trustees of the University of Alabama, a public corporation, for and on behalf of The University of Alabama and its College of Commerce and Business Administration of The University of Alabama (UA) and The College of Business, Ocean University of China at Qingdao (OUC) have cooperated to create and implement a Cooperative International Undergraduate Degree Program (CIUDP) through which qualified students of OUC may concurrently complete the respective undergraduate major degree programs in their respective colleges of business administration in the majors of Accounting, Finance, Management, and Marketing resulting in a bachelor of science in commerce and administration (BSCBA). Therefore, the premises considered, UA and OUC agree as follows:

I. Students admitted to this CIUDP must meet all entrance requirements of UA and OUC as follows:
   A. Students must be admitted initially to OUC and accepted as a full-time student.
   B. Students subsequently must be admitted to UA and accepted as a full-time student.
   C. For each undergraduate degree program which is included in the CIUDP, UA and OUC, each shall maintain appropriate academic records on each student in the CIUDP.
   D. The number of OUC students to be admitted each year to the CIUDP shall not exceed 20 students.
   E. Each student admitted to the CIUDP shall be subject to and shall comply with all applicable UA and OUC policies, rules, and guidelines in effect as the same from time to time may be amended.

II. The CIUDP program for both degrees should be completed within four years and is contingent upon a student meeting the requisite academic requirements of UA and OUC.
A. In the event of unforeseen delay in completing the degree requirements within the 4-year time period, then prior to the start of the last semester of the 4-year period, the student may submit to the CIUDP Committee a request for a time extension which should include substantial reasons justifying the time extension request. Each case will be judged on its individual merits and decisions in the case of other students will not serve as precedent. The CIUDP Committee must unanimously agree to grant or deny the time extension request, and if the request is granted, the Committee also must agree upon the duration of the time extension and such other conditions it wishes to impose. If the CIUDP cannot unanimously agree on all terms of the time extension request, then the request will be deemed denied.

B. Failure to meet and maintain the requisite academic standing requirements of either university may preclude the student's continuation in the CIUDP in the semester in which the student becomes ineligible or for the semesters that follow.

C. Any student enrolled in the CIUDP who is removed from the program for academic deficiency at either UA or OUC may not re-enter the CIUDP.

D. Any student holding a degree from either UA or OUC is not eligible for admission to the CIUDP.

III. Students enrolled in the CIUDP must satisfy the curriculum requirements of the selected major course of study at UA and OUC in effect at the time of enrollment in the CIUDP.

A. Requirements for the UA degree (see attachments)
B. Requirements for the OUC degree (see attachments)

IV. The CIUDP committee shall consist of one faculty member from OUC and one faculty member from UA individually appointed by the respective Deans of the UA and OUC colleges of business administration. For any meeting concerning an issue pertaining to an individual student, the student's academic advisor will be invited to join the committee in an ex officio, non-voting capacity.

A. The CIUDP committee shall review all applications to the CIUDP and make recommendations on each to the appropriate admissions officials
at each university. The Committee will take all necessary or desirable administrative actions to ensure that the purpose, spirit, and intent of the CIUDP are fulfilled.

B. The CIUDP committee will take appropriate and timely action to ensure that each institution’s business school is notified of the grades earned so that proper entries may be made to the student’s respective transcripts.

C. The CIUDP committee shall make reasonable efforts to support the student’s academic success.

D. A major program of study for the student shall be approved by the student’s UA and OUC academic advisors and shared with the student upon enrollment in the CIUDP.

E. The CIUDP Committee may make such policies and guidelines or amendments to this MOU concerning matters not contained herein that have not been anticipated and that are in keeping with the objectives of the CIUDP and the desires of both schools’ faculties, always mindful of the needs of the student. Such policies, guidelines or amendments to the MOU must be approved by a unanimous vote of the Committee and are subject to any other UA or OUC administrative requirements or approvals.

F. Any student enrolled in the CIUDP who withdraws for any reason from the CIUDP is no longer eligible to complete The University of Alabama degree. If a student who withdrew desires to resume the major course of study for the UA degree, then the student must re-apply to UA and meet all such UA requirements for re-admission independent of CIUDP.

G. A student enrolled in the CIUDP will be charged the current tuition and fees and other charges for the university and business school in which he/she will be taking courses during any given session; e.g., the student will pay current tuition, fees and other charges to OUC in years 1 and 4 for course work taken at OUC and the student will pay current non-resident tuition, fees and other charges to UA in years 2 and 3 for course work taken at UA.

V. Separate degrees will be conferred by UA and OUC upon verification of a student’s completion of all UA and OUC degree requirements. UA is accredited by the Commission on Colleges of the Southern Association of Colleges and
Schools (SACS) to award bachelor’s, master’s, and doctoral degrees. OUC is not accredited by SACS and the accreditation of UA does not extend to or include OUC. OUC is accredited by the Ministry of Education of China. UA is not accredited by the Ministry of Education of China and the accreditation of OUC does not extend to or include UA.

VI. A. This MOU shall be in effect five years from the date of the last party to sign this document. The initial term of the MOU may be renewed for such additional periods of time as the parties may mutually agree upon in writing.

B. Should either party wish to terminate this MOU prior to its expiration date, then the terminating party must give the other party advance written notice. Unless otherwise required by law, within fourteen (14) days from the non-terminating party’s receipt of the termination notice the parties shall agree upon an effective date of termination which will permit the cohort of students enrolled in the CIUDP at the time the notice of termination is given to finish their degree program as provided for in this MOU as of the date of the notice of termination.

VII. Nothing in this MOU shall be deemed to constitute either party, or any employee, agent, or representative of either party, an employee, agent or representative of the other party. The parties each acknowledge that it is an independent contractor and has sole responsibility for and control over the services rendered pursuant to this MOU.

VIII. Each party hereto agrees that each party owns the rights to its name, symbols, colors, trademarks, service marks, trade dress, slogans, logographics, mascots, seals, and other symbols associated with or referring to that party that are adopted and used or approved for use by that same party (collectively the party’s “Indicia”). Neither party hereto shall have any right to use any of the other party’s Indicia as, or as part of, a trademark, service mark, trade name, fictitious name, domain name, company or corporate name, a commercial or business activity, or advertising or endorsements anywhere in the world without the prior express written consent of the party. Any domain name, trademark or service mark registration obtained or applied for that contains a party’s Indicia or
any similar mark upon request shall be assigned or transferred to that party by the other party without compensation.

IX. To the extent that protected personally identifiable information regarding any student records is shared with either party pursuant to the MOU, the parties agree in order to comply with the Family Educational Rights and Privacy Act of 1974 (20 USC 1232(g) as amended ("FERPA"), the receiving party shall be considered a school official with a legitimate educational reason to have access to such protected information, in compliance with this MOU.

X. Notwithstanding any contrary provisions of the MOU, the following provisions shall govern any disputes or questions of law. UA does not agree to waive or limit any rights, causes of action, or damages against any person whether a party or not. UA does not agree to indemnify or hold any person or party harmless from any claim. UA does not waive and specifically reserves all immunities to which it is entitled by the constitution, laws, and statutes of the United States and the State of Alabama.

XI. In the event of any conflict between any provision of this MOU and any provision of a UA or OUC policy, rule, or guideline, the provisions of this MOU will control and shall be contracting and binding on the parties, unless otherwise provided by applicable law.

XII. The parties agree this MOU constitutes the entire agreement between the parties and no party is responsible for terms or conditions not contained in the same. Any changes, additions or deletions to the MOU must be made in writing and signed by the parties hereto.

XIII. All notices and other communications hereunder shall be deemed to have been properly given for all purposes if given (i) by telephone, which shall be effective when received verbally, (ii) by facsimile/telecopied communications, (iii) delivery to a nationally recognized overnight courier service for the earliest delivery possible, (v) by electronic mail accompanied by confirmation of receipt by the other party or (vi) by United States Postal Service, with first class postage prepaid to the parties below:
B. Jane Stanfield, Ph. D
Associate Provost for International Education and Global Outreach
The University of Alabama
135 B. B. Comer Hall, Box 870254
Tuscaloosa, AL 35487-0254
Tel: 1-205-348-5256
Email: jane.stanfield@ua.edu

Professor He Yiming
Room 429, School of Economics of Ocean University of China,
238 Songling Road, Laoshan District, Qingdao City, Shandong Province, China
Postal Code: 266100
Tel: +86 15063026932
Email: heyiming@ouc.edu.cn

Any party may change the address to which notices are to be delivered to such party, by a notice given in accordance with this Section to the other parties. All such notices, requests, demands, and other communications shall be effective when received.

In Witness Whereof, UA and OUC by their authorized representatives have signed this MOU on the dates below shown.

THE UNIVERSITY OF ALABAMA

Dr. Judy L. Bonner
Interim President
Date: May 11, 2012

OCEAN UNIVERSITY OF CHINA

Dr. Dexing Wu
President
Date: ____________________
In Witness Whereof, UA and OUC by their authorized representatives have signed this MOU on the dates below shown.

THE UNIVERSITY OF ALABAMA

Dr. Judy L. Bonner  
Interim President  
Date: ____________________

OCEAN UNIVERSITY OF CHINA

Dr. Dexing Wu  
President  
Date: 2012.12.10