Academic Affairs MOU/ MOA/ Contract Signature Form

Title: Graduate Articulation with Tsinghua
College/Unit: Muma College of Business
Primary Contact: Kaushal Chaudhry

Email: schaud@usf.edu
Phone: 813-974-6768

Type of Agreement (to be completed by primary contact):
- [ ] New
- [ ] Renewal (Date of original):
- [ ] International
- [ ] Domestic
- [ ] Academic Affairs Only
- [ ] Other (specify)

[ ] Curriculum
[ ] Financial Aid
[ ] Student Exchange
[ ] Student Recruitment
[ ] Internship
[ ] Faculty Exchange
[ ] Research Collaboration
[ ] Other (specify) _

[ ] B&G
[ ] Cost Recovery/ Market Rate

Obtain Signatures as applicable:

1) College Dean/ Other
2) UGS Dean/ GRS Dean (USF)
3) Office of Institutional Effectiveness (For all MOUs & MOAs)
4) Innovative Education (For online, cost recovery & market rate, continuing education)
5) Resource Management & Analysis. (For business model approval)
6) Controller's Office (For internal)
7) Research & Innovation (deliveryable, licensing, animal-equipment sub-contracts)
8) General Counsel (For all MOUs & MOA's & contracts)
9) a) USF World (For internal)
   b) Restricted Party Screening Review
10) Other __________________________
11) Vice Provost

Signature:

Printed Name:

Date Received:
Date Signed:

Moez Limayem

4/22/2019
4/22/2019

Michael Kresa

4/24/2019
4/24/2019

Roger Bowley

4/29/19
4/29/19

Jerry Chudz

4/30/19

2/18/2016
Draft
MEMORANDUM OF UNDERSTANDING ON COURSE ARTICULATION
BETWEEN
THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES
AND
TUNGHAI UNIVERSITY

THIS MEMORANDUM OF UNDERSTANDING ("MOU") ON COURSE ARTICULATION is made and entered into as of this ___ day of __________, 2019, (the "Effective Date") by and between THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES, a public body corporate of the State of Florida ("USF") whose principal place of business is 4202 E. Fowler Avenue, Tampa, Florida 33620 and TUNGHAI UNIVERSITY ("THU") located in Taichung (Taizhong), Taiwan, Republic of China.

WHEREAS, USF and THU wish and intend by this MOU to set forth the terms and conditions of promoting international educational programs for students of THU; and

WHEREAS, USF will transfer six graduate level credits from THU admitted transfer students in pursuit of Master of Science in Management and Master of Science in Entrepreneurship in Applied Technologies; and

WHEREAS, for the above purposes, the parties agree to jointly set up a pathway within the framework of the regulations applying in each institution, subject to the availability of resources.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

I. MUTUAL PROVISIONS

1. The parties encourage and facilitate the establishment of specific articulation provisions between USF and THU.

2. USF is accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) to award baccalaureate, master's, education specialist and doctoral degrees. THU is not accredited by SACSCOC and the accreditation of USF does not extend to or include THU or its students. Further, although USF agrees to accept certain course work from THU to be applied toward an award from USF, that course work may not be accepted by other colleges or universities in transfer, even if it appears on a transcript from USF. The decision to accept course work in transfer from any institution is made by the institution considering the acceptance of credits or course work. This MOU is subject to USF's Substantive Change Reporting Policy and all USF procedures regarding each party's obligation for implementation of this MOU.

THU students request admission to USF by meeting the following conditions, which may change from time to time in USF's sole discretion:

- Demonstrating English Proficiency
  Applicants whose native language is not English must demonstrate proficiency in English by submitting acceptable scores on one of the English proficiency tests listed below. Scores must have been earned within two (2) years of the desired term of entry.
USF Muma COB Tunghai Articulation MoU

- Test of English as a Foreign Language (TOEFL iBT) 79 or higher on the Internet based test
- International English Language Testing System (IELTS) 6.5 or higher
- Pearson Test of English Academic (PTEA) 54 or higher
- GRE Verbal Exam 153 (or equivalent)
- By earning a baccalaureate or higher degree at a regionally accredited institution in the US

♦ Earned Bachelor's degree from a regionally accredited university that is comparable to 4-year US degree.

♦ Submitting a portfolio of items for evaluation by USF as required by two programs as follows, which may change from time to time in USF's sole discretion:

Master of Science in Management

a. All college level transcripts that are duly evaluated by an independent third-party member of the National Association of Credential Evaluation Services (NACES)
b. GMAT (preferred) or GRE (submitted scores must be within five (5) years of the term of entry)
c. A statement of purpose
d. Two letters of recommendation
e. Resume showing relevant professional experience
f. Any additional information that helps to ensure the potential success of the applicant in the program

Master of Science in Entrepreneurship in Applied Technologies

a. All college level transcripts that are duly evaluated by an independent third-party member of the National Association of Credential Evaluation Services (NACES)
b. GMAT (preferred) or GRE (submitted scores must be within five (5) years of the term of entry) if requested by the program
c. A statement of purpose
d. Two letters of recommendation
e. Resume showing relevant professional experience
f. Any additional information that helps to ensure the potential success of the applicant in the program, particularly related to competence in statistics, accounting and finance

3. Comply with all standard procedures for obtaining necessary documents to apply for an F-1 visa. F-1 students will be allowed to enter the program during fall and spring academic intakes only. F-1 students will not be eligible to engage in CPT or internships during this program but may be eligible for post completion optional practical training.

4. Complete an application for admission online and are responsible for the application fee.

5. Up to 6 graduate level credits from THU will be accepted as transfer credits as specified in the course articulation in the Appendix, as long as the grades earned on the transferred courses are equivalent to "B" (3.0/4.0) or better. Details of all credits accepted from THU will be evaluated for comparability in accordance with USF Regulation 3.008 and USF Policy and Procedures.
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6. Florida Non-resident students transferring from THU will pay the prevailing graduate non-resident business tuition and fees to USF.

II. SACSCOC APPLICABLE POLICY STATEMENT

Member institutions are responsible for notifying and providing SACSCOC with signed final copies of MOU governing their collaborative academic MOUs. These arrangements must address the requirements set forth in the collaborative academic arrangements policy and procedures. For all such arrangements, SACSCOC-accredited institutions assume responsibility for (1) the integrity of the collaborative academic arrangements, (2) the quality of credits recorded on their transcripts, and (3) compliance with accreditation requirements.

III. APPLICABILITY OF MOU

1. This MOU shall remain in force for five (5) years. Any amendments of and/or modification to the MOU shall require written approval from both parties. After the five (5) year period, this MOU may be renewed by mutual written consent.

2. Either party may terminate this MOU by serving a written notice to the other party. Such termination will take effect three (3) months from the date of the written notice.

3. Any termination will be prospective only and will not apply either to students enrolled at THU or USF as of the date of the termination notice or to THU or USF applicants who relied on published materials offering the program. The foregoing notwithstanding, either party can terminate this MOU effective immediately and upon written notice to the other if, in its sole discretion, it concludes that the other institution is incapable of fully performing the services described herein; if the health, safety or welfare of students are endangered for any reason; if the program no longer supports the educational mission of either party or if the other party has acted in violation of applicable law. The parties acknowledge that the program involves degree-seeking students taking part in a degree program. Therefore, in the event of time or either party terminating this MOU, both parties agree that they will cease accepting new students into the program upon termination, but shall use best efforts to provide a “teach out” for current students. The parties agree they will continue to fulfill each of their respective obligations as set forth in this MOU for all students that have enrolled and/or been admitted to the program prior to termination, from the time of termination through each student’s successful completion of their degree, certificate or course, or each student’s departure from the program. To clarify this provision, it is the intent of the parties that after any termination of this MOU, the participation of all existing students will continue until they graduate or depart from the program.

IV. GENERAL PROVISIONS

1. The parties have set forth the terms, conditions and responsibilities in the MOU in the good faith belief that they are fully in compliance with all legal and accreditation requirements generally applicable to both parties; provided, however, in the event that either party determines in its sole discretion that the performance of any obligation herein is in violation of such legal or accreditation requirement, the parties agree that such obligation shall be promptly modified to the extent necessary to secure continued compliance with such legal and accreditation requirements. In the event either party determines in its sole discretion that such obligations cannot be modified in a manner to secure continued compliance, either party can terminate this MOU effective immediately upon written notice and the parties shall comply with the obligations for a “teach out” as set forth herein.
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2. The MOU will be continuously evaluated for alignment with the mission of USF. In the event, USF determines in its sole discretion that any misalignment with the mission cannot be rectified, then USF can terminate this MOU effective immediately upon written notice and the parties shall comply with the obligations for a "teach out" as set forth herein.

3. THU shall not use USF Trademarks, trade names, service marks, service names, brand names, domain names, URL’s or Logo’s or any other licensed USF mark or intellectual property in any manner without the prior written consent from USF of such use. USF shall not use THU trademarks, trade names, service marks, brand names, domain names, URL’s or Logo’s or any other licensed THU mark or intellectual property in any manner without the prior written consent of THU of such use.

4. The parties agree to comply with all applicable federal and state laws and regulations regarding the protection of data security, including without limitation the Family Educational Rights and Privacy Act ("FERPA"), and to work together to facilitate the parties’ obligations under those laws and regulations.

5. Notices: All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly signed or made as of the date delivered if delivered personally or by overnight courier, when confirmed by telephone if delivered by facsimile, or seven (7) business days after being mailed by express mail international (return receipt requested), to the parties at the following addresses (or at such other address for a party as shall be specified by like notice, except that notices of changes of address shall be effective upon receipt).

   The University of South Florida:

   Dr. Ralph C. Wilcox  
   Provost and Executive Vice President  
   4202 E. Fowler Avenue, CGS 401  
   Tampa, Florida 33620  
   813-974-  
   rcwilcox@usf.edu

   With Copy to:

   Office of the General Counsel  
   Hilary Black  
   Associate General Counsel  
   4202 E. Fowler Avenue, CGS 301  
   Tampa, Florida 33620  
   813-974-0749  
   813-974-5236 (facsimile)  
   hblack@usf.edu

   Tunghai University:

   Dr. Mao-Jiun Wang  
   President  
   No 1727, Section 4, Taiwan Boulevard  
   Taichung 40704, Taiwan
6. **Application of Florida Law:** This MOU, and the application or interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of Florida, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause application of the laws of any jurisdiction other than the State of Florida. Each of the parties to this MOU irrevocably submits to the exclusive jurisdiction of the state courts sitting in Hillsborough County, Florida for the purpose of any action arising out of or relating to this MOU. Each of the parties to this MOU agrees that a final judgment in such jurisdiction in any action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law. Each of the parties hereto waives any right to trial by jury with respect to any action related to or arising out of this MOU or any transaction contemplated hereby.

7. **Severability:** If any term or other provision of this MOU is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this MOU nevertheless shall remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this MOU so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the greatest extent possible.

8. **Successors and Assigns:** Each and all of the covenants, terms, provisions, and agreements contained in this MOU shall be binding upon and inure to the benefit of the Parties hereto and, to the extent permitted
USF Muma COB Tunghai Articulation MoU

by this MOU, their respective successors and assigns. No Party may assign this MOU (by operation of law or otherwise) to any Person without the prior written consent of the other Party.

9. **Counterparts:** This MOU may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument and a facsimile or portable document format (PDF) document shall be deemed to be an original signature for all purposes under this MOU.

10. **Entire MOU:** This MOU represents the entire understanding of the parties with reference to the matters set forth herein. This MOU supersedes all prior negotiations, discussions, correspondence, communications and prior MOUs among the parties relating to the subject matter herein.

IN WITNESS WHEREOF, the Parties hereto have made and executed two original MOUs on the date first above written.

<table>
<thead>
<tr>
<th>UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES, a public body corporate</th>
<th>TUNGHAI UNIVERSITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>By: [Signature] 4/30/19</td>
<td>By:</td>
</tr>
<tr>
<td>Name: Dr. Ralph C. Wilcox</td>
<td>Name: Dr. Mao-Jiun Wang</td>
</tr>
<tr>
<td>Its: Provost and Executive Vice President</td>
<td>Its: President</td>
</tr>
<tr>
<td>By: [Signature]</td>
<td>By:</td>
</tr>
<tr>
<td>Name: Dr. Roger Brindley</td>
<td>Name: Dr. Houn-Gee Chen</td>
</tr>
<tr>
<td>Its: Vice Provost and Associate VP USF System</td>
<td>Its: Dean, College of Management</td>
</tr>
<tr>
<td></td>
<td>By:</td>
</tr>
<tr>
<td></td>
<td>Name: Dr. Hsiao-Fan Wang</td>
</tr>
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<td></td>
<td>Its: Dean, International College</td>
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APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Hillary Block, JD, MPH
Associate General Counsel - University of South Florida
USF Muma COB Tunghai Articulation MoU

Appendix
Course Articulation
- Subject to change in USF’s sole discretion

Master of Science in Management

<table>
<thead>
<tr>
<th>Tunghai University Course Number/Name</th>
<th>Credits</th>
<th>USF Number/Course</th>
<th>Credits</th>
</tr>
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<tbody>
<tr>
<td>Management of Technology</td>
<td>3</td>
<td>MAN 6930 Selected Topics</td>
<td>3</td>
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<tr>
<td>Organizational Theory and Management</td>
<td>3</td>
<td>MAN 6244 Organizational Behavior</td>
<td>3</td>
</tr>
</tbody>
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Master of Science in Entrepreneurship in Applied Technologies

<table>
<thead>
<tr>
<th>Tunghai University Course Number/Name</th>
<th>Credits</th>
<th>USF Number/Course</th>
<th>Credits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Topics in Emerging Markets</td>
<td>3</td>
<td>ENT 6707 Global Entrepreneurship</td>
<td>3</td>
</tr>
<tr>
<td>Strategic Management</td>
<td>3</td>
<td>ENT 6126 Strategic Entrepreneurship</td>
<td>3</td>
</tr>
</tbody>
</table>