

**INTERNATIONAL ARTICULATION AGREEMENT FOR THE  
3+1 AND 3+1+1 COOPERATIVE PROGRAM  
BETWEEN  
THE REGENTS OF THE UNIVERSITY OF NEW MEXICO, USA  
AND  
THE BEIJING INSTITUTE OF TECHNOLOGY, ZHUHAI  
THE PEOPLE'S REPUBLIC OF CHINA**

This Agreement sets forth the terms and conditions between **Beijing Institute of Technology, Zhuhai** (BITZH) and **The Regents of the University of New Mexico** (UNM), to collaborate to offer a Bachelor and Master Degree Cooperative Program (“Program”) under an academic articulation partnership. Hereinafter, Beijing Institute of Technology, Zhuhai and University of New Mexico shall be collectively referred to as “the Parties,” and respectively referred to as “BITZH” or “UNM.” This Program pertains to UNM’s Bachelor of Business Administration (BBA), Master of Accounting (MACTT), and Master of Business Administration (MBA) degrees at the Anderson School of Management (ASM).

## **I. INTRODUCTION**

A. UNM is an institution of higher education established by decree by the Territorial Legislature in 1889 with full legal standing. UNM’s main responsibility is to serve the citizens of the State of New Mexico by providing educational opportunities at the post-secondary and graduate level; to foster and conduct scientific and humanistic research; to give adequate knowledge and understanding to the highest possible number of citizens to become responsible members of a democratic society; and to provide other services that increase the general culture and well-being of the people.

B. BITZH, founded in May 2004, is a legally and financially independent university affiliated to Beijing Institute of Technology (BIT). With the cultural tradition and high-qualifying teaching resources derived from BIT, BITZH is committed to cultivating the overall quality of talented students to meet the needs of the developing economy in current society. BITZH strives to turn itself into a top-notch application-oriented university which attaches great importance to the development of academic disciplines and majors such as engineering, management, liberal arts, economics, law, arts etc. Steered by the practical needs of the society, BITZH aims to help students develop all-round skills and nurture them to become innovative and competent professionals.

C. This agreement sets forth the rights and responsibilities of the Parties for the Program.

## **II. THE PROGRAM**

BITZH and UNM hereby agree to form a collaborative relationship to establish and implement a **3+1 Bachelor of Business Administration**, a **3+1+1 Master of Accounting or MBA** Cooperative Program, and a Student Vocational Training Program. In order to further implement the cooperative agreements between the Parties and jointly explore a new mode of cooperation,

BITZH will recruit an experimental class for the Program and adopt the curriculum and course syllabi accredited by UNM. English will be the medium of instruction for the Program.

- A. The 3+1 cooperative program** is for BITZH students who first complete three years of undergraduate study at BITZH, and then enroll at UNM as visiting students for 1 year in order to complete their BITZH degree. ASM will inform BITZH on a timely basis of the maximum number of BITZH students that can enroll in the 3+1 Program each year.
- B. The 3+1+1 cooperative program** is for BITZH students who first complete three years of undergraduate study at BITZH, and then enroll at UNM as graduate students for 1 year in order to complete their BITZH degree before applying for UNM's Master's degree program. Master's applicants must meet all applicable ASM admission requirements. ASM will inform BITZH on a timely basis of the maximum number of BITZH students that can enroll in the 3+1+1 Program each year.

In an academic year, UNM has two (fall and spring) terms lasting 16 weeks including 1 exam week, and a summer term of 8 weeks. A total of 45 hours of course work is required for a regular 3-credit course and the Master's degree requirement is 33 credit hours.

- C. The Student Vocational Training Program** is for BITZH students in the Program who want to take short, non-transcribed courses at ASM for vocational training and knowledge enhancement. The parties will make all arrangements for these short courses on a case-by-case basis, as permitted by available personnel and resources.

### III. REPRESENTATIONS

UNM represents and certifies that it is a public institution of higher education in the State of New Mexico, USA, and has the legal capacity to enter into this agreement.

BITZH represents and warrants that it (1) is an educational entity in good standing in the People's Republic of China and has the legal capacity to enter into this agreement; and (2) has obtained all necessary approvals and rights required by applicable laws, rules and regulations necessary to enter into, and perform under, this agreement.

### IV. PROGRAM COORDINATION AND MANAGEMENT

1. Professor Robert Luo is the Program Coordinator and contact person at UNM for all communication with BITZH related to this Program.
2. Professor Kevin Zhen is the Program Coordinator and contact person at BITZH for all communication with UNM related to this Program.



## V. RESPONSIBILITIES OF BITZH

The BITZH students who are recruited and enrolled in the 3+1 or 3+1+1 Cooperative Program shall be subject to all BITZH processes, procedures, policies and protocols when enrolled in the BITZH component of the program.

1. BITZH will pre-select students in the Program who have met the following minimum qualifications for transfer admission into the second stage of the Program:
  - a. Bachelor Program: A minimum score of 6.0 on IELTS or 68 on TOEFL.
  - b. Master's Program: A minimum score of 6.5 on IELTS or 79-80 on TOEFL.
  - c. Master's Program: A minimum score of 500 on GMAT or the equivalent on the GRE.
  - d. Submit all student application materials to UNM no later than 1 April for August admission.

Once in the program, students may not receive a grade of C or below in more than two courses (including the BITZH and UNM components of the program). ASM will monitor students' compliance with this grade requirement. Students are subject to all applicable UNM policies and procedures when enrolled in the UNM component of the program.

2. BITZH shall maintain all academic standards and offer equivalent courses pre-approved by UNM to the students in the Program.
3. BITZH shall maintain academic records of all students in the Program and issue transcripts upon students' request or the request of UNM.
4. BITZH shall provide an equal level of academic rigor, standards and benefits to the students in the Program as it does to BITZH 's other students, including but not limited to issuing student identification cards and providing full access to the library and other student facilities.
5. BITZH shall assist all students through the preparation and orientation process before departing for UNM.
6. BITZH shall communicate with UNM on a timely manner about program-related matters.
7. AT NO TIME SHALL BITZH:
  - a. Represent itself as a UNM entity, agent or representative.
  - b. Suggest to prospective students or current students that they can come to UNM on a student visa with a primary purpose other than Full-Time Study.

- c. Compare UNM or the Program to any other educational institution or its programs.
- d. Make any representation that UNM is or is not associated with any other educational institution.
- e. Facilitate applications for prospective students who do not satisfy or comply with UNM admission requirements.
- f. Offer any guarantees to prospective students or students about, e.g., whether they will be granted a student visa; whether they will be admitted to the Program; or the likelihood of obtaining financial aid or scholarships.
- g. Use any registered or unregistered UNM Marks without prior written authorization from UNM. "Marks" means logos, trademarks, service marks, designs, and other intellectual property rights that belong to, are owned by, are licensed to, or carry the name of UNM.

## VI. RESPONSIBILITIES OF UNM

1. ASM and the International Admissions section of the Global Education Office (GEO) shall review student applications in a timely manner and issue an acceptance letter to students who have met all applicable admission requirements to enroll at UNM for the Program. ASM will encourage students who do not meet the English language proficiency requirement to enroll in intensive ESL courses at the UNM Center for English Language and American Culture.
2. GEO shall grant and allow students to transfer 12 units for all pre-approved equivalent courses to satisfy certain core or prerequisite courses of the MACTT or MBA degree.
3. UNM shall be responsible for issuing admitted students a formal letter of admission and certificate of eligibility form (I-20 or DS-2019) for the students to obtain a U.S. F-1 or J-1 Student Visa, as applicable. The form will be issued within two weeks of submission of all required documents (including required proof of finances). Individual students are responsible for paying related SEVIS and visa fees. Students are also required to pay application fees via the on-line application system and the Immigration Processing Fee assessed when they enroll in their first semester at UNM.
4. GEO shall provide student services including international student check-in and orientation.
5. ASM will provide institutional information for the development of marketing and recruitment materials. Such information and any publications or materials provided will be used for the sole purposes of the Program.

6. AT NO TIME SHALL UNM:

- a. Represent itself as a BITZH entity, agent or representative.
- b. Compare BITZH or the Program to any other educational institution or its programs.
- c. Make any representation that BITZH is or is not associated with any other educational institution.
- d. Use any registered or unregistered BITZH Marks without prior written authorization from BITZH. "Marks" means logos, trademarks, service marks, designs, and other intellectual property rights that belong to, are owned by, are licensed to, or carry the name of BITZH.

**VII. FINANCIAL RESPONSIBILITIES**

1. No monetary consideration will be exchanged between BITZH and UNM.
2. BITZH students admitted as undergraduate students to the 3+1 Program and continuing their studies at UNM will enroll as full-time international students with a minimum course load of 12 credit hours per semester to comply with U.S. immigration law.
3. BITZH students admitted as graduate students to the 3+1+1 Program and continuing their studies at UNM will enroll as full-time international students with a minimum course load of 9 credit hours per semester to comply with U.S. immigration law. In order to complete the Program in a timely manner, students may need to enroll in more than 9 credit hours.
4. The tuition and mandatory fees per credit hour for non-resident undergraduate and graduate students are subject to annual review and adjustment.<sup>1</sup> The per-credit-hour tuition and mandatory fees do not include room, board, text books, any special course fees or routine administrative fees, required health and accident insurance, or other incidental and personal costs.
3. Both Parties are not authorized to and shall not accept payments from any potential students, or persons representing potential students, on behalf of the other party or for any other reason. Potential students shall make any and all payments for the costs of attendance, application or other costs, fees or other services related to their interest in becoming a University student directly to UNM or BITZH, as applicable.

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<sup>1</sup> The UNM Board of Regents sets tuition and mandatory fee rate each spring. These rates are available at <http://bursar.unm.edu/>.



## VIII. RECORDS MAINTENANCE

1. Both UNM and BITZH shall maintain students' transcripts and records and other evidence, which sufficiently and properly reflects all performance of the services described herein. These records shall be subject to inspection, review, or audit by personnel of either party, other personnel duly authorized by either party, or officials so authorized by law. BITZH students need to request their UNM transcript upon completing the Program.
2. Records and other documents, in any medium, furnished by one party to this Agreement to the other party will remain the property of the furnishing party, unless otherwise agreed. To the extent permitted by law, the receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond to the degree permitted by applicable law. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

## IX. DISCONTINUANCE OF THE PROGRAM

1. This agreement shall remain in force for five (5) years from the date of the last signature below and shall automatically renew for successive five-year terms unless terminated as provided below. Both universities will review the agreement every five years. It may be terminated by either or both parties by written notice that is provided at least ninety (90) days prior to the start of the new recruiting cycle. Should this agreement expire or be terminated, students already in the Program shall be allowed to complete the Program under the terms and conditions of this agreement.
2. Upon the expiration or termination of this agreement, each Party shall immediately cease making any representations of any collaboration between the Parties, except as is necessary to conclude pending application(s) or while admitted and enrolled students complete the Program. The expiration or termination of this agreement does not affect any accrued rights or remedies of either Party.

## X. DISPUTE RESOLUTION

The Parties will make a good faith effort to settle amicably, through direct negotiations between them, any dispute, difference, controversy or claim ("Dispute") arising under, out of, or relating to this Agreement and any subsequent amendments of this Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach, or termination, as well as non-contractual claims.

## XI. MISCELLANEOUS

1. Non-Exclusive Agreement. This is a non-exclusive agreement, and either Party may contract with third parties to provide other similar programs.

9. Invalidation and Severability. If any of the provisions of this agreement are determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provisions shall be severed from the agreement, and the remaining provisions shall remain in full force and effect; provided, however, that with respect to any material provision so severed, the Parties shall negotiate in good faith to achieve the original intent of such provision.

## **XII. LIABILITY**

Each Party acknowledges that it will be responsible for claims or damages arising from personal injury or damage to persons or property to the extent they result from negligence or willful misconduct of its employees or agents. The liability of UNM shall be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et seq. NMSA 1978, as amended.

## **XIII. NOTICES**

All notices under this agreement must be in writing and sent by electronic mail as follows:

To University of New Mexico:

Professor Robert Luo  
University of New Mexico  
Anderson School of Management  
1924 Las Lomas NE  
Albuquerque, NM 87131 USA  
E-mail: [xinluo@unm.edu](mailto:xinluo@unm.edu)  
Telephone: 505-277-6471

To Beijing Institute of Technology, Zhuhai:

Prof. Kevin Zhen  
Vice-President (Global Affairs)  
Beijing Institute of Technology, Zhuhai  
No.6 Jinfeng Rd, Tangjiawan, Zhuhai  
Guangdong, 519088, P.R.China  
E-mail: [kevin.zhen@zhuhai.bryant.edu](mailto:kevin.zhen@zhuhai.bryant.edu)  
Telephone: +86-756-3835282

Any changes to the above contact information must be promptly provided to the other Party. Notices shall be deemed to have been delivered at the time of confirmation of receipt.





2. No Agency or Partnership Relationship. It is expressly understood that no employee, agent, partner, or representative of either Party is an employee, representative, partner, or agent of the other Party:
  - a. Each Party performs under this agreement as an independent contractor, and has no authority to represent or bind the other Party.
  - b. No Party's employees are entitled to unemployment or workers' compensation benefits from the other Party.
3. Assignment. The Parties shall not assign this agreement or any right or duty under this agreement without the prior written consent of the other Party, which can be withheld at its discretion. Any request for such consent shall be accompanied by the proposed written assignment.
4. Subcontracting. Both Parties shall not subcontract to any other person, entity or agency the performance of any of its obligations under this agreement without the prior written consent of the other Party, which may be withheld at its discretion. Any request for such consent shall be accompanied by the proposed written agreement between the other Party and the third party in question.
5. No Endorsement. Nothing contained in this agreement shall be construed as conferring on any Party, any right to use the other Party's name as an endorsement of any product or service or to advertise, promote or otherwise market any product or service without the prior written consent of the other Party. Furthermore, nothing in this agreement shall be construed as an endorsement of any commercial product or service by either Party, its officers or employees.
6. No Third-Party Beneficiaries. Nothing in this agreement shall be construed to create a legal right in any Program participant or other third party to enforce its terms or to subject either Party to liability to any participant or other third party for any failure to comply with its terms.
7. Entire Agreement. This agreement sets forth the entire agreement between the Parties with respect to the subject matter herein. No modification or amendment to this agreement shall be binding upon the Parties unless made in writing and duly executed by authorized representatives of both Parties.
8. Force Majeure. Neither Party shall be liable for any delays in the performance of any of its obligations hereunder due to causes beyond its reasonable control, including but not limited to fire, strike, war, riots, acts of any civil or military authority, acts of God, judicial action, unavailability or shortages of labor, materials or equipment, enrollment restrictions ordered by UNM, or failure or delay in delivery by suppliers or delays in transportation.



#### XIV. CONCLUSION

This agreement shall be effective on April 7, 2016. Signatures below indicate acceptance of the terms, conditions, and responsibilities contained herein.

**Beijing Institute of Technology, Zhuhai**

**Regents of the University of New Mexico**



Prof. Kevin Zhen  
Vice President (Global Affairs)



Prof. Craig White  
Dean, Anderson School of Management

Date: April 22, 2016

Date: 4/8/2016

UNM-BITZH Cooperative Program 2

