

**MEMORANDUM OF AGREEMENT BETWEEN
THE REGENTS OF THE UNIVERSITY OF NEW MEXICO, USA
AND
XIAMEN UNIVERSITY, THE PEOPLE'S REPUBLIC OF CHINA
REGARDING
THE INTERNATIONAL BRIDGE PROGRAM FOR
THE MASTER OF SCIENCE IN INFORMATION SYSTEMS AND ASSURANCE**

This Memorandum of Agreement (MOA) sets forth the terms and conditions between Xiamen University (XMU) and the Regents of the University of New Mexico (UNM) to establish an International Bridge Program (Bridge Program) to prepare applicants for the Master of Science in Information Systems and Assurance (MSISA) Program at UNM's Anderson School of Management (ASM). Xiamen University and University of New Mexico shall be collectively referred to as "the Parties."

I. INTRODUCTION

A. UNM is an institution of higher education established by Article XII, Sec. 11 of the constitution of the State of New Mexico. UNM serves the State of New Mexico by providing educational opportunities at post-secondary and graduate level, and fostering and conducting scientific and humanistic research. It has the legal capacity and authority to enter into this MOA.

B. XMU was founded in 1921 by Tan KahKee, the well-known patriotic overseas Chinese leader. At present it is the only university in any of five Special Economic Zones and is one of China's higher-level universities designated for the Ministry of Education of the People's Republic of China's key construction of the "211 Project" and the "985 Project". XMU 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 MOA; and (2) has obtained all necessary approvals and rights required by applicable laws, rules and regulations necessary from the People's Republic of China and the United States to enter into, and perform under, this MOA.

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

II. THE BRIDGE PROGRAM

XMU and UNM hereby agree to form a collaborative relationship to establish and implement a Bridge Program for the MSISA. A maximum of twenty (20) XMU students may enroll in the MSISA Program each academic year. Each of these twenty (20) students may choose to start their MSISA studies at UNM in the fall semester or the spring semester.

XMU has three semesters: Fall, Spring, and Summer. Both Fall and Spring semesters last eighteen (18) weeks, including two exam weeks. The Summer semester lasts five weeks. A

normal course has three credits, and eighteen credits are required to complete the Bridge Program.

Under this MOA, XMU faculty will teach the six MSISA pre-requisite courses in China that constitute the Bridge Program: 1) Financial Accounting, 2) Managerial Accounting, 3) Organizational Behavior, 4) Operations Management, 5) Marketing Management, and 6) Management Information Systems. Students who successfully complete the eighteen (18) credits in the Bridge Program courses plus twelve (12) credits of additional coursework in statistics, object-oriented computer programming, information technology, engineering, economics, or business/management, and meet admission requirements, may apply for admission to the MSISA. The MSISA Faculty Advisor must approve the additional twelve (12) credits *before* the student enrolls in them. See **Addendum 1**.

UNM has Fall and Spring semesters of sixteen (16) weeks each, including one exam week, and a Summer semester of eight weeks. A total of forty-five (45) hours of classroom instruction is required for a regular 3-credit course. The MSISA degree requirement is thirty-three (33) credit hours. If a student has not completed an object-oriented computer programming course before starting the MSISA courses at UNM, then this course will be added to the MSISA requirement, for a total of thirty-six (36) credit hours. Students may receive a grade of "C" in no more than two MSISA courses; all other grades must be "A" or "B". Students who meet all degree requirements will be awarded a Master of Science in Information Systems and Assurance Degree by UNM.

III. BRIDGE PROGRAM COORDINATION AND MANAGEMENT

1. UNM's Program Coordinator, who is its contact person for all communication with XMU related to this Program, is Lisa Beauchene.
2. XMU's Program Coordinator, who is its contact person for all communication with UNM related to this Program, is Dr. Mukun Cao.

IV. RESPONSIBILITIES OF XMU

1. Recruit students for the Bridge Program and teach the six MSISA pre-requisite courses listed in Section II ("Bridge Program").
2. Ensure that students in the Bridge Program will have the following minimum qualifications for admission into the MSISA Program:
 - a. A minimum score of: 6.5 on IELTS, *or* 53 on the Pearson Test of English-Academic, *or* 79 on TOEFL.
 - b. A minimum score of 500 on GMAT.
 - c. Verifiable documentation of sufficient funding to cover the entire cost of attendance for the MSISA Program as required by the UNM Certification of

Financial Responsibility,¹

3. Ensure that MSISA applicants submit all application materials to UNM no later than April 1st of each year for August admission and October 1st for January admission.
4. XMU shall offer pre-requisite courses pre-approved by UNM to the students in the Bridge Program.
5. XMU shall maintain academic records of all students in the Bridge Program and issue transcripts upon any student's request or at the request of UNM.
6. XMU shall provide an equal level of academic rigor, standards and benefits to the students in the Bridge Program as it does to XMU's other students, including but not limited to issuing student identification cards and providing full access to the library and other student facilities.
7. Assist all students through the preparation and orientation process before departing for UNM.
8. Once the list of XMU applicants to the MSISA Program is finalized for each semester, XMU will email the name of this agreement plus the applicants' full names and dates of birth to UNM at goglobal@unm.edu by April 1st for fall semester and October 1st for spring semester so that UNM can track the applicants.
9. Communicate with UNM in a timely manner as needed to achieve smooth implementation of this MOA.
10. AT NO TIME SHALL XMU:
 - a. Represent itself as an entity, agent, or representative of UNM or any of its faculty or staff.
 - b. Suggest to prospective students or 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 MSISA 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 whether they will be granted a student visa; whether they will be admitted to the MSISA; whether they will be admitted to UNM; or the likelihood of obtaining financial aid or scholarships.

¹ http://geo.unm.edu/all_handouts/admission_responsibility.pdf

- 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 otherwise carry the name of UNM or any of its affiliated entities or Marks.

V. RESPONSIBILITIES OF UNM

1. ASM shall participate in the local recruitment process organized by XMU. There are two ways in which ASM will meet this requirement: (a) ASM will send professors or the MSISA Faculty Advisor to XMU to interview students, or (b) ASM will organize student interviews via internet or telephone with the MSISA Faculty Advisor. According to XMU's regulations for the entrance examination for postgraduate study, synchronized audio and video recording will be made throughout the interview process and each interview shall last at least fifteen minutes.
2. After the process stated above, ASM shall issue an official conditional offer to prospective qualified students before they enroll in the MSISA (see attached offer template in **Addendum 2**). Once students submit requested and verified copies of admission documents, meet all admissions requirements, and successfully finish all pre-requisite courses at XMU, they will receive an offer of admission from UNM.
3. Review student applications in a timely manner and issue an acceptance letter to no more than twenty (20) students per academic year who have met all MSISA admission requirements.
4. UNM will issue 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. Student Visa. 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 Student Exchange Visitor Information System (SEVIS) and visa fees. Students are also required to pay UNM application fees via the on-line application system and the Immigration Processing Fee assessed when they enroll in the first semester of the MSISA program.
5. UNM will provide student services including international student check-in and orientation.
6. ASM will provide institutional information to XMU 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 MSISA Program.
7. AT NO TIME SHALL University of New Mexico:
 - a. Represent itself as an XMU entity, agent or representative.

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

VI. FINANCIAL RESPONSIBILITIES

1. No monetary consideration will be exchanged between XMU and UNM.
2. XMU students admitted to the MSISA Program and continuing their studies at UNM will enroll as full-time international students with a minimum course load of nine (9) credit hours per semester to comply with U.S. immigration law. In order to complete the MSISA Program in one year, students may need to enroll in more than nine (9) credit hours. UNM's tuition and fees per MSISA credit hour are \$1173.38 USD for the 2017-18 academic year and are subject to annual change. The per-credit-hour tuition and fees do not include room, board, text books, any special course fees, required health and accident insurance, or other incidental costs.
3. The Parties are not authorized to and shall not accept payments from any potential students, or persons representing the potential students, on behalf of the other Party or for any other reason. Potential students shall make any and all payments directly to UNM or XMU, as applicable. See the UNM Payment Process for the MSISA Program in **Addendum 3**.

VII. RECORDS MAINTENANCE

1. Both UNM and XMU shall each maintain students' transcripts and records to sufficiently and properly reflect 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 and at all times in compliance with UNM's obligations under the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; CFR Part 99). Students need to request their official UNM transcript upon completing the MSISA Program. For instructions please visit <http://registrar.unm.edu/transcripts/request-online.html>.
2. Records and other documents that are not student records in any medium provided by UNM to XMU will remain the property of UNM, and vice versa, unless otherwise agreed in writing. To the extent permitted by applicable law, the receiving Party will not disclose or make this material available to any third parties without first giving written notice to the other party and allowing it a reasonable opportunity to respond; however, students may request and receive their own records and/or transcripts from one Party

without notice to the other Party. 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.

VIII. DURATION, TERMINATION, AND MODIFICATION

1. This MOA shall remain in force for an initial term of five years from the date of the last signature by the Parties' duly authorized representatives and shall automatically renew for successive one-year terms unless terminated as provided below. The Parties will review this MOA every five years. It may be terminated by either or both Parties by written notice provided at least ninety (90) days' notice. Should this MOA be terminated, students already in the Bridge Program or the MSISA Program shall be allowed to complete the MISISA coursework under the terms and conditions of this MOA.
2. This MOA may only be amended and/or modified via written agreement signed by the Parties' duly authorized representatives.
3. Upon one Party's notice of termination of this MOA, each Party shall immediately cease making any representations of any MOA-related collaboration between the Parties, except as noted in paragraph 1 of this Section VII. The termination of this MOA does not affect any accrued rights or remedies of either Party.

IX. DISPUTE RESOLUTION

This MOA is signed in good faith. The Parties agree that they will engage in a good faith effort to amicably resolve any dispute that may arise concerning this MOA's interpretation and implementation. If the Parties' good faith effort is unsuccessful, the Parties may pursue appropriate legal remedies. The Parties agree that neither Party waives any defense otherwise available to it by participating in a good faith effort to resolve a dispute.

X. MISCELLANEOUS

1. **Non-Exclusive Agreement.** This is a non-exclusive agreement, and either Party may contract with third parties to provide other similar programs.
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 MOA 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.** Neither Party may assign this MOA or any right or duty under this MOA without the prior written consent of the other Party. Any request for such consent shall be accompanied by the proposed assignment in writing.
4. **Subcontracting.** Neither Party may subcontract the performance of any of their obligations under this MOA to any other person, entity or agency without the prior written consent of the other Party. Any request for such consent shall be accompanied by the proposed agreement between the other Party and the third party in question in writing.
5. **No Endorsement.** Nothing contained in this MOA shall be construed as conferring any right to either Party 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. Nothing in this MOA shall be construed as an endorsement of any product or service by either Party, its officers, or employees.
6. **No Third-Party Beneficiaries.** Nothing in this MOA shall be construed to create any enforceable legal right or benefit for any Program participant or other third party. Nothing in this MOA shall subject either Party to liability to any Program participant or other third party for any failure to comply with its terms.
7. **Entire Agreement.** This MOA sets forth the entire agreement between the Parties with respect to the subject matter herein.
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.

XI. 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 that such claims result from negligence or misconduct of either Party's 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.

XII. NOTICES

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

Lisa Beauchene
Anderson School of Management
University of New Mexico
MSC05 3090
Albuquerque, NM 87131 USA
E-mail: AndersonGlobal@unm.edu
Telephone: +1-505-277-3290

Professor Mukun Cao
School of Management
Xiamen University
Xiamen, Fujian Province, China
E-mail: caomukun@xmu.edu.cn
Telephone: +86-592-2181382

Any changes to this contact information must be promptly provided to the other Party.

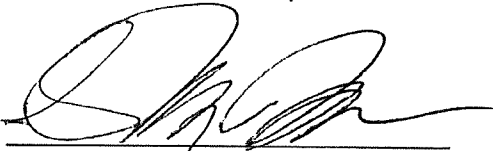
XIII. COUNTERPARTS BY FACSIMILE OR EMAIL

This MOA may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

XIV. CONCLUSION

This MOA shall be effective when signed by all signatories.

Regents of the University of New Mexico



Dr. Shawn Berman, Interim Dean
Anderson School of Management

Date: 8/17/17

Xiamen University



Dr. Jianming Ye, Dean
School of Management

Date: 9/13/2017

ADDENDUM 1

The XMU Bridge Program for UNM's MSISA Program consists of 18 credits from the following three-credit pre-requisite courses taught at XMU by its faculty:

1. ACCT0001 Financial Accounting
2. ACCT0002 Managerial Accounting
3. MGTS0003 Organizational Behavior
4. MGTS0002 Operations Management
5. MKTG0001 Marketing Management
6. MGTS0004 Management Information Systems

To meet the 30-credit pre-requisite minimum, XMU students must earn an additional 12 credits (preferably taking upper division courses) from one or more of the following six areas. The student must email a proposed list of courses to the MSISA Faculty Advisor at UNM to request approval *before* enrolling in them.

1. Statistics
2. Object-oriented computer programming
3. Information Technology
4. Engineering
5. Economics
6. Business/Management

ADDENDUM 2
TEMPLATE OF CONDITIONAL OFFER (For Reference Only)

Dear _____,

We are delighted to offer you conditional admission to the Master of Science in Information Systems and Assurance Degree Program at the University of New Mexico for the Academic Year _____. This offer is conditional upon your formal acceptance into the Program and meeting the following requirements:

1. Evidence of a bachelor's degree in hand or confirmation of conferment by _____(date);
2. Successful completion of (a) 18 credit hours in the XMU Bridge Program and (b) any combination of 12 credit hours in business/management, economics, engineering, information technology, object-oriented computer programming, or statistics that must be approved by the MS-ISA Faculty Advisor *before* the student enrolls in them;
3. Successful interview with the MS-ISA Faculty Advisor in which he/she recommends admission;
4. A cumulative grade point average of 3.0 or equivalent in all courses taken at Xiamen University as evidenced by official transcripts;
5. Submission of qualified admission documents by _____(date):
 - a) GMAT: 500 or higher
 - b) TOEFL/IELTS: 79 or higher in TOEFL, 53 or higher in Pearson Test of English- Academic score 6.5 or higher in IELTS
 - c) Documentation of sufficient funding to cover the entire cost of attendance for the MSISA Program
6. Successful Immigration and medical clearance by the relevant authorities.

We have taken great care in selecting the best from a pool of highly qualified applicants. As there are a limited number of places for each intake, please confirm your acceptance of this conditional offer by ____ (date) via email to AndersonGlobal@unm.edu with the subject heading: "Acceptance of MS ISA Program Conditional Offer." If you decide to reject our offer, please let us know your reasons for doing so.

Once again, please accept our heartiest congratulations on your conditional offer. Do not hesitate to contact the admissions team if you require further assistance.

Yours Sincerely,
Lisa Beauchene
Student Recruitment Specialist
Anderson School of Management
beauch@unm.edu
(505) 277-3290

ADDENDUM 3 UNM Payment Process

Payments from outside the United States

The University of New Mexico has partnered with Flywire to streamline the international payment process for our students. With Flywire, you can pay online, securely from any country and any bank, typically in your home currency.

WHY USE FLYWIRE?

- Flywire allows you to pay from any country and any bank, offering excellent foreign exchange rates and no hidden fees, Best Price Guaranteed!
- Track the progress of your payment online and receive email and text alerts each step of the way.
- Contact their multilingual customer support via phone, chat and email any time, any day for any assistance with your payment.

FLYWIRE CUSTOMER SUPPORT INFORMATION

Phone from China: 00+1+800-346-9252

Email: support@flywire.com

Web: flywire.com/help

For details visit <https://bursar.unm.edu/billing-payments/international-payments.html>.

Payments from within the United States

There are various ways students and former students can make payment on their account:

1. **Online in the Bursar Account Suite** (via [LoboWeb](#))
 - This is the safest, fastest and easiest way currently registered students can make payment on their account. Methods of payment include electronic check (or ACH - both checking and savings account), debit and credit card (all major cards are accepted). Students can also grant their spouse and/or parent (s), or other third parties, [Authorized User](#) access, which would allow them to make payment on the student's account. Authorized Users can make payments by going [here](#).
 - **Payment plans** are available (semester by semester):
 - Must have at least \$100 in charges in the current semester;
 - Cannot have a prior semester balance greater than \$200;
 - Set-up fee of \$15 per payment;
 - First payment and set-up fee are due immediately;
 - Scheduled payments are required.
 - Former students cannot make payment online.

2. Mail in your payment

- Only mail checks, never cash, and always include your UNM ID number

3. In person at the Cashier Department

- Cash, check, money order, cashier's check

Be advised that by paying with personal check, you authorize UNM to make an electronic funds transfer from your financial institution.

Other forms of payment include:

Financial Aid and Scholarships

For details visit <https://bursar.unm.edu/billing-payments/making-a-payment.html>

Late Payments

Failure to pay your bill by its due date will result in one or all of the following:

- A Bursar's financial hold placed on account, prohibiting the following services and privileges:
 - Official Transcripts
 - Re-Admission
 - Registration
 - Future parking, library, and Johnson gym privileges
- Service charge assessed at a rate of 1.2%
- Ineligibility to enroll in a payment plan
- Account referred to an external collection agency

For more information visit <https://bursar.unm.edu/index.html>