

ACADEMIC ARTICULATION AGREEMENT

between

EAST CHINA NORMAL UNIVERSITY –SCHOOL OF DESIGN (ECNU)

And

Maryland Institute College of Art (MICA)

PART 1: ACADEMIC ARTICULATION AGREEMENT

This ACADEMIC ARTICULATION PROTOCOL (“Protocol”), is entered into, by and between Maryland Institute College of Art – hereafter called MICA - located at 1300 W. Mount Royal Avenue, Baltimore, Md, 21217, USA, and East China Normal University, School of Design – hereafter called “ECNU”–located in No.3663, Zhongshan Road (N), Putuo District, 200062, Shanghai;

RECITALS

WHEREAS, MICA offering undergraduate recognized degrees, and, among them, the “BFA in Photography”, which is a Bachelor of Fine Arts Degree.

WHEREAS, ECNU is a university legally recognized by China Educational Ministry offering –among other educational programmes – the “**Video Art Design Programme**”, equivalent to a Bachelor of Fine Arts Degree.

The Parties agree as follows:

1.

PURPOSE

The purpose of this Protocol is to establish the Academic Articulation between MICA and ECNU as follows:

- ECNU BFA in **Video Art Design** and MICA BFA in **Photography**

where students can benefit from the perspective and approaches delivered by both ECNU and MICA.

The Articulation, which is based on two self-standing programs, the MICA BFA in **Photography** and the ECNU BFA **Video Art Design**, allows students who are studying at ECNU to transfer to MICA.

The Articulation would be possible thanks to the mutual recognition of credits between the two Parties and is subject to the full compliance to the respective accreditation requirements of both Parties by respective current and future regulatory bodies and would be valid only if and when the full respect of the regulations of each Party would be granted.

It is agreed between the Parties that during the study time at MICA, ECNU will put students under suspension of studies, registering them anyway into its official records and students still need to pay ECNU's tuition fee.

The academic articulation begins from Grade 2016.

2.

ACADEMIC ARTICULATION STRUCTURE

ECNU students who would choose to transfer to MICA within the Articulation, upon ECNU second year completion, would enter the third and fourth year at MICA within Photography.

ECNU teaching and learning strategy would be full responsibility of ECNU.

MICA teaching and learning strategy would be full responsibility of MICA.

The Annex (MICA transfer credit equivalencies and degree requirements) to this Protocol are officially part of the Agreement.

Any amendment to the above-mentioned Annex would be subject to annual review and mutual agreement by both Parties.

3.

FINAL THESIS

Articulation students who would have successfully completed the fourth year at MICA would be eligible for obtaining the BFA in Photography Degree.

In order to graduate and obtain the BFA in Photography degree, Articulation students must have earned a minimum of 120 credits and meet all degree requirements as dictated by the MICA

academic catalog and degree plan.

In order to graduate and obtain the ECNU **Video Art Design** BFA Degree, Articulation students should have earned the amount of credits required by ECNU.

4.

COOPERATION ASPECTS.

Each Party shall indicate a Contact Person as reference between the Parties, who would activate respectively the functions involved in the implementation of the Articulation time by time.

MICA and ECNU should control the Articulation in conformity with the highest academic standards. MICA and ECNU are committed to the general principle that all programs of study bearing their respective name should meet their standards of education.

ECNU would provide appropriate information to students about MICA academic requirements, and administrative requirements

Articulation students who transfer to MICA are responsible for their travel and associated housing expenses, tuition and mandatory fees necessary for the two years of study at MICA at the Baltimore, MD, USA campus as well as Any and all fees associated with securing a passport and visa to study in the US. Articulation students are expected to follow the timeframes set by MICA's Office of International Education regarding visa requirements.

MICA will provide information on housing.

MICA will provide information on student support services available to all students. to Articulation students.

5.

STUDENT ADMINISTRATION

a) Admission Requirements

ECNU will be responsible for admitting the Articulation students to the first and second year of studies at ECNU according to ECNU entry requirements.

MICA will be responsible for admitting the Articulation students to the third year and the fourth year of study at MICA according to MICA entry requirements.

b) Language Requirement

ECNU students who apply for transfer to MICA must submit IELTS 6.5 Certificate or Equivalent (or above) with individual test subscores of 6.0 or above. MICA offers a summer Bridging Program option (at and additional cost) for students wishing for early acclimation to MICA and Baltimore.

c) Academic progress, examination of students and transfer credits

In order to facilitate the transfer of credits, ECNU will provide MICA with its credit scale. The communication will be undertaken by the Registrar's offices of each Party through the Transcript of Records released in English language. MICA will provide ECNU with annual and final transcript for each student.

The description of academic progress and transfer credits is included in the Annex. The academic transcript will show transfer credit. Only courses with a grade of "C" or better (2.0 on a 4.0 scale) will be considered for transfer to MICA

Articulation students who fail assessments or examinations in the last study year at MICA shall retake the assessments or examinations at the next ordinary sitting of those assessments or examinations according to the MICA academic calendar, no later than the month of December of the following academic year contingent upon securing appropriate visa approval. As F-1 visa holders, students will be required to maintain a minimum of 12 MICA credits each semester.

d) Student's rights and responsibilities

The student's rights and responsibilities are the same as those valid for each degree student at the institution where the student is studying at that time.

Articulation students are required to bear all expenses (including the cost of acquiring a passport and visa to the United States) incurred by them for travel to and from MICA and for living expenses, including rent, food, local transport, books, materials, required MICA health insurance, tuition and mandatory fees, etc.

6.

DURATION

The agreement will remain in force as from the date of its execution and shall be deemed to be extended for two successive academic year periods after which a review of the agreements will be conducted by both ECNU and MICA for possible adjustments to the agreement and for renewal. The agreement will then be automatically renewed each year unless either Party terminates the Agreement at the end of a give academic year by giving six months notice in writing of such intent .

However, any termination would not affect student career in progress prior to the effective date of the termination.

7.

CONFIDENTIALITY

Each Party shall maintain in confidence all Confidential Information of the other Party and shall not disclose such Confidential Information to any third party, except to those of its employees and contractors as necessary in connection with such Party's activities as contemplated by this Protocol. In maintaining the confidentiality of Confidential Information, each Party shall exercise the same degree of care that it exercises with its own confidential information and in no event less than a reasonable degree of care.

8.

TERM AND TERMINATION

Term. The term of this agreement will commence on the Effective Date and shall continue for a period of two (2) years (the "Initial Term") unless earlier terminated in accordance with this provision. Accordingly, the Articulation shall be offered to (maximum number) ECNU students. This Protocol would automatically renew for successive one year period (each a "Renewal Term," and together with the Initial Term, the "Term") unless either Party provides written notice of non-renewal no later than six (6) months prior to the expiration of the Initial Term or then-current Renewal Term.

Termination With Cause. Either Party may terminate this Protocol at any time if the other Party is in material default or breach of any material provision of this Protocol, and such material default or breach continues un-remedied for a period of thirty (30) days after written notice thereof.

Following Termination Without Cause. Subject to the terms and conditions of this Protocol and Articulation students continued payment of the applicable fees to MICA (Fees), upon termination of this Protocol, MICA would continue to provide MICA Logo during the Teach-Out Period, hereinafter defined. During such Teach-Out Period, ECNU would not be permitted to use such MICA Logo for marketing and advertising purposes and would only be permitted to use such MICA Logo to the extent necessary to complete the Teach-Out Period. For the purposes of this Protocol, "Teach-Out Period" would mean the period of time between the date of termination and the date the

last remaining student enrolled in the Articulation completes or withdraws from the Articulation, or six (6) months from the date of termination, whichever first occurs.

Following Termination With Cause. Subject to the terms and conditions of this Protocol Articulation students payment of applicable fees to MICA pursuant to Section “Fees”, MICA would continue to provide MICA Logo to ECNU during the Teach-Out Period. During such Teach-Out Period, ECNU would not be permitted to use such MICA Logo for marketing and advertising purposes and would only be permitted to use such MICA Logo to the extent necessary to complete the Teach-Out Period.

Following termination with or without cause, both MICA and ECNU agree to negotiate the academic, financial, administrative and logistical arrangements to allow existing students to complete their studies and any assessments for the Program for which they are registered. In the event of termination invoked by either party, MICA and ECNU would be responsible for meeting their own costs incurred as a result of termination.

The Parties acknowledge and agree that this Section shall not limit the injunctive relief, rights or other remedies available to the Parties to the extent permitted by law.

9. ACADEMIC ARTICULATION FINANCIAL STRUCTURE

1. Fees.

a) Student tuition fee:

Each articulation student enrolled at the 3rd as well as the 4th year at MICA will pay the tuition equal to the official tuition less \$10,000 USD scholarship. Students are also required to pay any fees associated with on campus housing, meal plans, or other mandatory fees as detailed in the academic catalog for each academic year they are enrolled in the program.

10.

REPRESENTATIONS AND WARRANTIES

1. Mutual Representations

Each Party hereby represents and warrants to the other Party as follows:

(a)Due Authorization. Such Party is not-for-profit educational institution duly formed and each is in good standing as of the Effective Date, and the execution, delivery and performance of this Protocol by such Party have been duly authorized by all necessary actions on the part of such Party.

(b)Due Execution. This Protocol has been duly executed and delivered by such Party and, with due authorization, execution and delivery by the other Party, constitutes a legal, valid

and binding obligation of such Party, enforceable against such Party in accordance with its terms.

(c) **No Conflict.** Such Party's execution, delivery and performance of this Protocol does not: (i) violate, conflict with or result in the breach of any provision of the charter or by-laws (or similar organizational documents) of such Party; (ii) conflict with or violate any law or governmental order applicable to such Party or any of its assets, properties or businesses; or (iii) conflict with, result in any breach of, constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, require any consent under, or give to others any rights of termination, amendment, acceleration, suspension, revocation or cancellation of any contract, protocol, lease, sublease, license, permit, franchise or other instrument or arrangement to which it is a Party.

(d) **Compliance with Laws.** In performing under this Protocol, such Party shall comply with all applicable laws, rules and regulations of their respective country and locality.

11.

MISCELLANEOUS

1. **Force Majeure.** The Parties shall not be liable for any interruption of the provision of services, delay or failure to perform under this Protocol when such interruption, delay or failure results from causes beyond a reasonable control or from any act or failure to act of the Parties, or as a result of strikes, lock-outs or other labor difficulties; acts of government, riot, insurrection or other hostilities; embargo, fuel or energy shortage, fire, flood, acts of God, wrecks or transportation delays; or inability to obtain necessary labor, materials or utilities from usual sources. In such event, the Parties' obligations hereunder shall be postponed for such time as its performance is suspended or delayed on account thereof. Upon the cessation of the force majeure event, the Parties will use reasonable efforts to resume their performance with the least possible delay.

2. **Governing Law.** All disputes or differences in this Protocol should be resolved through negotiation between MICA and ECNU. If MICA and ECNU could not reach agreement through negotiation within 30 days after the occurrence of disputes differences, MICA and ECNU should respectively appoint a leader at university level in order to seek potential solutions and agreements.

3. **Entire Protocol.** This Agreement and any Annexes attached hereto constitute the entire protocol between the Parties with respect to the subject matter hereof and supersede all prior protocols and understandings, oral and written, between the Parties with respect to the subject matter hereof. No representation, warranty, promise, inducement or statement of intention has been made by either Party which is not embodied

in this Protocol and neither Party shall be bound by, or be liable for, any alleged representation, warranty, promise, inducement or statement of intention not embodied herein or therein.

4. **Independent Contractor.** Each Party shall be acting as an independent contractor in performing under this Protocol and shall not be considered or deemed to be an agent, employee, joint venturer or partner of the other Party. Neither Party has the authority to contract for or to bind the other Party in any manner and shall not represent itself as an agent of the other Party or as otherwise authorized to act for or on behalf of the other Party.

5. **Notices.** All notices, consents, requests, demands, offers, reports and other communications shall be in writing and shall be deemed to have been duly given for all purposes when: (i) deposited with a internationally recognized overnight delivery service such as, by way of example and without limitation, Federal Express or UPS, or (ii) delivered by hand to the respective principal offices of the Parties.

Any notice under this Protocol shall be addressed as follows:

If to MICA :	Maryland Institute College of Art 1300 W. Mount Royal Avenue Baltimore MD 21217 United States of America To the attention of: David Bogen, Provost
If to ECNU:	School of Design, East China Normal University, No.3663, Zhongshan (N) Road, Putuo District, 200062, Shanghai ,China To the kind attention of: Shaonong WEI

The Parties may change their respective addresses by giving notice thereof in accordance with the provisions of this Section.

6. **Amendment.** This Protocol may not be amended or modified except by an instrument in writing signed by authorized representatives of each Party.

7. **No Waiver.** The failure of either Party to enforce at any time for any period the provisions of or any rights deriving from this Protocol shall not be construed to be a

waiver of such provisions or rights or the right of such Party thereafter to enforce such provisions, and no waiver shall be binding unless executed in writing by all Parties hereto.

8. Severability. If any term or other provision of this Protocol is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this Protocol shall nevertheless 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 materially adverse to any Party.

9. Section Headings. The descriptive headings contained in this Protocol are for convenience of reference only and shall not affect in any way the meaning or interpretation of the Protocol.

10. Counterparts. This Protocol may be executed in one or more counterparts, and by the respective Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same Protocol.

11. Duty to Cooperate. If a governmental agency or third party files any type of claim, lawsuit or charge, or commences an investigation or audit against MICA or ECNU, each Party shall use commercially reasonable efforts to cooperate with the other's defense. Each Party further agrees in principle to execute such joint defense protocols, on customary terms, as may be necessary or appropriate for the protection of any privilege or confidentiality in the course of cooperating with the other's defense. MICA and ECNU agree to use commercially reasonable efforts to make available to the other upon reasonable request in writing any and all non-privileged or non-proprietary documents that either Party has in its or their possession, which relate to any such claim, lawsuit, charge, investigation or audit. However, neither Party shall have the duty to cooperate with the other Party if the dispute is between the Parties themselves, nor shall this provision preclude the raising of cross-claims or third party claims between MICA and ECNU if the circumstances justify such proceedings. The Parties agree that this provision shall survive the termination of this Protocol.

12. No Third Party Beneficiaries. This Protocol is for the sole benefit of the Parties and their permitted assigns and nothing herein expressed or implied shall give or be construed to give to any person, other than the Parties and such assigns, any legal or equitable rights hereunder. This Protocol contains representations and warranties that the Parties have made to and solely for the benefit of each other.

13. Further Assurances. The Parties hereto agree to execute such additional instruments, protocols and documents and to take such other actions as may be necessary to implement the purposes of this Protocol.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the Parties hereto has caused this Protocol to be executed by its duly authorized officer as of the Effective Date.

ECNU –East China Normal University

MICA - Maryland Institute College of Art

by:

Rongming WANG

by:

David Bogen

Title: Vice President for Foreign Affairs and
Research

Title: Provost

Date and Place:

14.06.2018
Shanghai

Date and Place:

24.06.18
Baltimore