

The background of the slide is a faded photograph of a coastal promenade. On the left, there are several multi-story residential or commercial buildings with balconies. A paved walkway runs along the water's edge, with a person sitting on a bench and a motorcycle parked nearby. The water is calm, and the sky is blue with some clouds. The overall scene is bright and clear.

**Proposal for an Executive-Style MBA
Program
in Zhuhai, China**

Submitted to the Faculty Senate APC

**by
the Stillman School of Business**

November 2013

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- 1. Program overview, rationale, and expectations – This section should include an overview of the program, a justification for the program as understood in the context and demands of the discipline and academic and institutional goals and plans of the University, and should also define program objectives and expectations.**

Overview

The Stillman School seeks formal approval for its plan to offer an executive-style MBA program in collaboration with Viagold International Education Management Group (Viagold), an education management company that operates private institutions of higher education, secondary vocational and technical schools, training institutions, and management consulting companies. The program will be offered on location in Zhuhai, China, with classes taught in Mandarin.

While the formal agreement will be between Seton Hall University and Viagold, the Stillman School actually will be collaborating with the Institute of International Business and Economics (IIBE), an educational subsidiary of Viagold. However, it is important operationally for Viagold to serve as party to the agreement, as Viagold has approval from China's State Administration of Foreign Exchange to transact in foreign currency through a foreign currency account.

A Memorandum of Understanding in support of this program was signed by President Esteban of SHU and President Longguang Shi of Viagold in May 2012. A copy is attached as Appendix A. The agreement was revised in response to comments received by reviewers representing the Middle States Commission on Higher Education; the revised agreement is attached as Appendix B.

The key elements of the program are:

- **Program Format.** The term "Executive-Style MBA" is used to describe the nature of the course offerings and the target market for the program. That is, courses will be offered in an accelerated format, with many offerings scheduled for weekends. Recruiting efforts will target experienced business professionals who wish to further develop their management knowledge and skills. However, the degree that students will earn is the same MBA degree that is earned by our existing students. The program will consist of 42 credits, the same credit total as would be required to earn an MBA with a concentration in Management on our South Orange, New Jersey campus. The expected completion

time of approximately twenty months is essentially the same as that which would be required for students studying, at the same pace, on the main campus.

- **Admissions Requirements.** Admissions requirements will be the same as those for applicants to the program offered on the South Orange campus. The Graduate Admissions Committee of the Stillman School will establish the admission criteria for the Zhuhai program and monitor all admission decisions. All students admitted to the program will be approved by and admitted through an official letter of acceptance issued by the Stillman School of Business.

- **Degree Program/Curriculum.** The degree that will be awarded is the same MBA degree that is earned by students studying on the South Orange campus. The curriculum requirements will be essentially the same as those for our existing MBA program, and courses will be taught using the learning goals that have been developed by our Stillman faculty. The only differences are:
 - Students will earn an MBA with a concentration in Management. No other concentration options will be offered.
 - Topical coverage included in the MBA Pre-Qualification (PQ) courses will be taught in combination with the related Foundation course rather than in a stand-alone fashion.
 - Students will complete a two-semester, 6-credit “Action Learning Project” course (BMBA 7000) as one of their elective courses. In this class, students will work in teams to develop a strategic solution to a problem or challenge faced by a real company. The student teams will be mentored by a team of three individuals – a faculty member onsite in China, a faculty member from the South Orange campus and an executive from the sponsoring corporation.
 - Students will travel to SHU for 1-2 weeks in the final semester of their studies to present a case analysis that will serve as one component of the assessment of their mastery of MBA program learning goals.

The Stillman School will send guidance on the content and learning goals of each MBA course to Viagold representatives in advance of each course’s scheduled offering. That guidance will include sample syllabi, which will specify course learning goals and textbooks, assignments and assessment methods used by our South Orange campus instructors. Using the sample syllabi as a guide, the faculty member assigned to teach the course in the Zhuhai EMBA program will develop his/her own syllabus, which the Stillman School will review prior to the start of the course. Stillman will forward to instructors in Zhuhai only those syllabi for which we have obtained a faculty member’s advance approval, and the formal agreement with Zhuhai will include language that

protects faculty members' intellectual property rights in the syllabi and teaching materials that are shared.

- **Learning Outcomes Assessment.** Currently, all Stillman MBA students participate, as a requirement of their degree, in a direct, performance-based assessment. This assessment is administered as part of the BMBA 9400 – Business Policy Capstone course. Students in the Zhuhai EMBA program will travel to Seton Hall's South Orange campus at the end of their final semester of study to complete the School's MBA program assessment and participate in the School's Graduate Commencement and Awards Ceremony.

Justification – Alignment with Mission and Strategic Goals

Implementing an offsite MBA program in China is consistent with the mission, goals and plans of both Seton Hall University and the Stillman School of Business. The proposed program, with its emphasis on an entirely new population of students studying in an international location, responds to the University's commitment to diversity and to developing leaders for a global society. This type of international collaboration will undoubtedly assist in providing a broader set of perspectives and opportunities for all our students, thereby enriching their educational experience. The proposed initiative will also be helpful in extending the reach and reputation of the Stillman School and the University, enabling us to attract even more talented faculty and students to our learning community. Finally, recognizing and embracing our role as inhabitants of a global society is an important element of the values-centric education that we strive to impart.

The proposed program is also responsive to Strategic Direction Five of the University's Strategic Plan, "Ambition in Outreach," which includes the following specific action items:

- Expand and intensify recruiting to increase international students, including enrolled students and exchange or affiliation agreements.
- Organize, publicize, and promote Seton Hall programs, and recruit and support international students and faculty.
- Increase efforts to engage international alumni and evaluate feasibility of establishing field offices in key markets that would coordinate international recruitment, alumni services and fund-raising.

Given that the proposed program will represent a new revenue stream, it is also consistent with Strategic Direction Six, "Responsibility in Stewardship," which includes the action item of diversifying and increasing sources of revenue.

The Stillman School has been at the forefront of the University's efforts to actively recruit international students for both undergraduate and graduate programs. The School has educational collaborations and exchange relationships with 19 international universities, including 16 universities in China. Most of these relationships support reciprocal student

exchanges. Our most productive alliances have been with universities in China, and we have recently benefitted from a significant increase in full-degree and transfer students from our Chinese partner universities, particularly in our graduate programs. For example, in the Fall 2012 semester, 38 new students from China were admitted to one of the Stillman School's graduate programs (MBA, MSAC or MSPA), representing 38% of new graduate students entering that semester.

The proposed EMBA program will leverage our current relationships with educational institutions in China and enable us to target a new market – Chinese business professionals who would not otherwise be able to earn a degree at Seton Hall University. It is completely consistent with the initiative of building partnerships and relationships – a goal that emerged as a priority in our current work to develop a strategic plan for the School.

Objectives and Expectations

Our objectives and expectations for this program are to:

- Strengthen Seton Hall University's presence and reputation in China, a fertile market for students who aspire to obtain an education at a U.S. university.
- Further strengthen current relationships Chinese universities and build new educational alliances.
- Educate and develop networking relationships with Chinese business practitioners.
- Increase MBA enrollments through an alternative model – an offsite executive-style MBA format – enabling us to increase revenues while obtaining valuable experience in operating in this domain.

Over the past two years, the School conducted a pilot of a similar EMBA program (the Shanghai EMBA program) through a partnership with Xi'an International University (XIU). Students, mostly business managers and entrepreneurs from private enterprises in China, were recruited from the Shanghai metropolitan area, and classes were offered in Shanghai. Seventeen students were admitted to the program and began coursework in September 2011. Sixteen of those students completed all degree requirements and were awarded their MBA degrees at the School's May 2013 Graduate Commencement Ceremony. Our Shanghai EMBA graduates include the:

- Director of Public Relations at Trina Solar Energy, a global solar industry company headquartered in Changzhou, Jiangsu, China and listed on the NYSE
- General Manager of Ecallbuy Enterprises Ltd. in Taiwan
- President of both Liaoning Heavylong Industries, Co. Ltd., in Liaoning, China and Philips Machine, an international company with operations in China, South Africa, Australia and the U.S.

While the academic experience of the Shanghai EMBA program was overwhelmingly positive, we faced some challenges in dealing with our XIU partners with respect to some of the administrative aspects of the program. Consequently, the Stillman School does not plan to recruit any additional students for the Shanghai EMBA program and has effectively suspended future admissions. However, we have used the knowledge and experience acquired through the Shanghai EMBA pilot to develop a more effective plan for our Zhuhai MBA venture.

- 2. External and internal market assessment – This section should include components relevant to the desired program target market(s). This section could cover such items as national, local, and regional demand for the program, competitive institutional benchmarks, employment opportunities, and projections and likelihood for new and current student enrollments. If the target is the current student population external assessment is not required.**

At the turn of the 21st century, the challenge of economic reform in China created strong demand for market-oriented executive-style MBA education, as business professionals sought to improve their skills in managing private enterprises in an emerging free market economy. The Zhuhai MBA program is specifically tailored for Chinese business managers in the private sector. These managers have a strong desire to learn the knowledge of business management directly from a well-established American university that will not compromise the contents restrained by the China education system.

Students will be experienced business practitioners who have earned baccalaureate degrees. Students with fewer than five years of work experience will be required to take the GMAT exam and meet the same score requirement as specified for our on-campus MBA applicants.

The agreement between SHU and Viagold provides that Viagold will assume the responsibility and expense of recruiting students for the program. However, all admissions decisions for the program will be made solely and completely by the Stillman School's Graduate Admissions Office. All applications from prospective students and all supporting documentation (e.g., transcripts and test scores) will be sent to Stillman. The Stillman School's Director of Graduate Admissions will make admissions decisions on Zhuhai MBA program applications, in consultation with the School's Graduate Admissions Committee, consistent with the admissions requirements outlined in the agreement with Viagold. Thus, the Stillman School has complete control over the admissions process.

Currently, 38 students have expressed an interest in joining the first cohort group. We conservatively project enrollments to be 25 students in the first year, with 35 new students added in the second year and 45 additional students enrolling in the third year of the program.

- 3. Internal impact – This section should describe the impact on and support needed from other schools and programs. Support may include cognate courses to be provided by other units and possible cross-listings, duplication of existing courses offered by other campus units, and competition for students in other existing programs.**

The MBA curriculum consists entirely of business courses. Thus, the Zhuhai MBA program will not require support from any other SHU schools or programs.

Recruiting efforts for the Zhuhai MBA program will target experienced business practitioners whose professional commitments make it impractical for them to travel to the U.S. to further their education in an MBA program. Thus, these individuals would not be viable candidates for our South Orange campus MBA program. So, enrollments in the Zhuhai MBA will not cannibalize enrollments in our existing program; instead, this program will be a viable extension of our existing program on campus. This initiative will, in fact, tap a new market for the Stillman School and Seton Hall University.

- 4. Program needs – This section should describe resource needs relevant to meeting the desired program objectives. Considerations may include such things as faculty numbers, current and future library holdings, instructional support and materials, facilities and classroom space, equipment and technology, and administrative needs. Depending on the size and scope of the program proposal, more or less information will be required.**

The proposed plan will require minimum initial commitment of faculty and financial resources from SHU. This program will rely on only a small number of existing SHU faculty, as most of the coursework will be taught by faculty members employed by Chinese universities. In addition, the ongoing administrative aspects of the program will be handled by Viagold. Viagold will be responsible for paying all faculty members, including those SHU faculty members who elect to teach in the program. Viagold will also be responsible for providing and financing classroom facilities, equipment, materials and all other educational resources that are required. Under the terms of our agreement with Viagold, SHU will retain 35% of the tuition revenues for students actually enrolled and 100% of the registration fees. All other tuition payments will be retained by Viagold and used to make payments for faculty, facilities and other costs.

Faculty

We expect to require 12-14 faculty instructors for the program. Faculty members must possess either a Ph.D. or a master's degree in the specific discipline area (or a closely related area) in which they will teach. In addition, faculty members must possess either an active scholarly portfolio or ongoing and significant practical experience in the field.

Viagold will be responsible for helping to identify faculty candidates for the program and will provide payment for instructors through the tuition that is collected. However, the Stillman School will review and approve each applicant and will specifically approve all

teaching appointments. Each candidate's CV will be reviewed for teaching experience and scholarly accomplishments. The review of CVs will be conducted by the dean of the School (or his/her associate dean), Dr. Jason Yin (SHU faculty member responsible for oversight of the program) and the chair of the department that normally oversees the specific course to which the prospective faculty member will be assigned.

Through this review, the School will ensure that each faculty member possesses: (1) the requisite credentials to teach the course (e.g., Ph.D. or master's degree in the discipline), (2) adequate experience in teaching the subject matter and (3) an active scholarly portfolio or ongoing and significant practical experience in the field. For AACSB accreditation purposes, the School must demonstrate that instructors teaching in the proposed program meet the same standards as those applied to its on-campus faculty cohort. For first-time appointments of a faculty member who is not already known to the Stillman School, Dr. Jason Yin will conduct an in-person or Skype interview with the candidate.

The Teacher/Course Evaluation (TCE) instrument that is currently administered for all on-campus courses will be administered for all courses taught in the proposed program as an assessment of the faculty member's teaching performance. TCE results will be provided to each faculty member after his/her course is completed and grades have been submitted.

We plan to appoint a number of faculty members from the University of International Business and Economics (UIBE) in Beijing, China, an institution with which the Stillman School has had an ongoing relationship since 1981, focusing especially on those who possess the Ph.D. degree and those who have had a prior visiting scholar or teaching appointment at the Stillman School. We will also recruit faculty from other leading universities and professionals in industry with extensive business experience and expertise. Dr. Baocheng Liu, a full-time faculty member at UIBE will teach in the program and assist in oversight efforts. Dr. Liu is a high-profile business professor who received the National Outstanding Teacher Award from the China Ministry of Education.

Stillman faculty will have the opportunity to compete for in-country teaching assignments in the Zhuhai program, as appropriate, and will be selected by a committee consisting of the Stillman School Director of Graduate Programs, the Director of the Institute for International Business and the Director of Stillman Research and Learning. Dr. Jason Yin will teach two courses and will co-teach a third. We also hope to involve other Stillman faculty, with the assistance of translators or via a partnering arrangement with colleagues from universities in China.

Facilities

Viagold has designated an entire floor of its seven-story office building in Zhuhai, China, for use in the proposed program. The facilities include two large classrooms with state-of-the-art computer display/projection systems and comfortable modular desks and seats. A lunchroom/meeting room is located just across the hall from the primary classroom, and two additional conference/meeting rooms are available for student use. Another two

offices are available for faculty use. A computer lab will also be made available for student use, although we expect most students to use their own laptop computers. Library access will be provided via the holdings of the Institute for International Business and Economics, an educational subsidiary of Viagold that occupies several floors adjacent to the floor on which the proposed instructional site will be located. In addition, through its agreement with the University of International Business and Economics (UIBE), Viagold can provide students electronic access to UIBE's online library resources.

Dr. Yin and Dean Strawser visited the site in July 2013 and found the facilities to be impressive. The classroom space is as comfortable and functional as our on-campus facilities, and the additional meeting room space is more conveniently located than that which we are able to provide in our South Orange location.

Because the Zhuhai MBA students will be registered for all program coursework at Seton Hall University, they will have full access to all SHU Web-based resources, including SHU e-mail, the Blackboard course management system, online technology training offered by the Department of Information Technology, and online resources of the Seton Hall University Walsh Library.

Institutional Oversight

Two faculty members will be instrumental in providing ongoing oversight for the program and will serve as additional advisors for the students. Dr. Jason Yin, chair of the Stillman School's Department of Management, will have primary oversight responsibility. Dr. Yin has served as coordinator for all of the Stillman School's relationships with Chinese universities for over five years, and he receives released time to enable him to fulfill that responsibility. In his role, Dr. Yin travels to China 3-5 times each year. We anticipate that Dr. Yin will teach between 6-8 credits of the 42 credits of coursework required for the Zhuhai MBA program, and he will maintain regular communications with the students and faculty in the program. Dr. Yin's work as coordinator is supported by the assistance of a graduate student (fluent in Mandarin), who works ten hours/week on duties related to educational alliances with Chinese universities.

In his coordinator role, Dr. Yin reports directly to the dean of the Stillman School. The School's dean has also been actively involved in meetings related to these agreements and has traveled to China 1-2 times each year to meet with current and potential educational partners. Related to the current application, Dean Strawser has participated in several in-person meetings with Viagold representatives, including two visits to the Zhuhai location.

The second faculty member who will assist in oversight efforts is Dr. Baocheng Liu, a full-time faculty member at the University of International Business and Economics (UIBE) and a high-profile business professor who received the National Outstanding Teacher Award from the China Ministry of Education. Dr. Liu is very well acquainted with the faculty, mission and degree programs of the Stillman School, as Stillman and UIBE have been engaged in educational alliances, including scholar exchanges, for over 20 years. Dr. Liu previously

taught for the Stillman School, and he is also a Seton Hall alumnus, having earned both his MBA and MS in International Business at Stillman. We anticipate that Dr. Liu will teach at least 5 credits of coursework in the program.

In addition, the Stillman School's academic department chairs will be involved in approving the faculty who teach in the program and reviewing student learning outcomes and course evaluation results for courses taught in their discipline area. Our agreement specifies that Viagold representatives will be responsible for sending the Stillman School "examples of examinations, projects and other assignments" at the conclusion of each semester. Dr. Yin will review these artifacts with appropriate department chairs to ensure that the School's expectations for academic rigor are being maintained and student learning outcomes are satisfactory. The School also plans to videotape all lectures and class sessions so that they will be available for review.

Some additional assistance will be provided by the Seton Hall University China Office. The China Office was established in 2007 to assist in recruiting students, reviewing and forwarding applications and other logistical tasks associated with maintaining our relationships with Chinese universities that send us transfer students. Dr. Baocheng Liu is the director of the Office. The China Office does not have a formal oversight function relative to any of the Stillman School's educational alliances in China, but its two managers can and do help with logistical tasks necessary to help support the programs (e.g., delivering materials, facilitating communications).

The China Office operates as an independent service provider, and, accordingly, it is not a part of the Seton Hall University organizational structure. Seton Hall University makes semi-annual payments to finance the operations of the office. The China Office sends a report of its expenses and the details of the applications that it has processed twice each year as part of its request for continued funding. The expense and application reports are reviewed each year by Dr. Yin and the dean of the Stillman School prior to authorizing the semi-annual payment.

Thus, while Viagold will be primarily responsible for the day-to-day logistics of running the programs and maintaining facilities and resources, there also will be regular and comprehensive oversight by Seton Hall University personnel.

Support Services

Viagold has agreed to work with the Stillman School to establish a system whereby students receive appropriate academic advising as they progress through their studies. However, we do not expect this group of students to require the level of tutoring and/or advising service that would be necessary to support an undergraduate population or even a full-time graduate population. Indeed, we very rarely encounter requests for tutoring assistance from our on-campus MBA students, many of whom are younger and have less business experience than the student population targeted for the proposed program. Moreover, because the curriculum for the proposed MBA will be offered in a lock-step fashion with

only one concentration (management), there is no need for advice on course selection. Further, we expect that our students will be practicing business professionals (or business owners), and we do not anticipate the need for a formal career services function.

However, we fully expect that faculty members will provide informal mentoring and advice to students. We also believe that the cohort-based format of the program will encourage a close and supportive relationship among the students and will enable them to develop strong and lasting networks that they can leverage in their professional lives. In fact, the graduates of a similar pilot program in Shanghai have, since their graduation in May 2013, formed an informal alumni group that has already met in Shanghai and is now seeking formal recognition from the University's Alumni Office. We are hopeful that successive cohorts of these MBA graduates will connect with one another to provide additional peer mentoring and business networking opportunities.

Two faculty members who will be instrumental in providing ongoing oversight for the program – Dr. Jason Yin and Dr. Baocheng Liu – will serve as additional advisors for the students. As indicated previously, Dr. Yin will have primary oversight for the program. Dr. Baocheng Liu, a full-time faculty member at the University of International Business and Economics (UIBE) in Beijing, China, who has previously taught for the Stillman School, will also be heavily involved. In addition to teaching stand-alone courses in the program, these two faculty members will co-teach the 6-credit “Action Learning Project,” which students will work on throughout the period of their study. Thus, Drs. Yin and Liu will have significant and continuous contact with the students in the program.

Zhuhai MBA students will be registered for all program coursework at Seton Hall University, and they will have full access to all SHU Web-based resources, including SHU e-mail, the Blackboard course management system, online technology training offered by the Department of Information Technology, and online resources of the Seton Hall University Walsh Library. Additional access to library resources will be provided via the holdings of the Institute for International Business and Economics, an educational subsidiary of Viagold that occupies several floors adjacent to the floor on which the proposed instructional site will be located. In addition, through its agreement with the UIBE, Viagold can provide students electronic access to UIBE's online library resources.

5. Program evaluation – This section should describe how the program will be evaluated, in light of the stated objectives and goals. Applicants should detail the need for any outside accreditation needed to open a new or expand/modify an existing program.

The learning goals that have been established for the Stillman School's MBA program also will be applicable to the proposed program. Similar to our on-campus MBA, the program will be evaluated in terms of attainment of student learning outcomes, student and enrollment trends and faculty qualifications and performance. The planned assessments are described below.

Student Learning Outcomes

- Students in the Zhuhai MBA will participate in the learning outcomes assessment generally administered in the Stillman School's MBA program. Specifically, all Zhuhai students will travel to Seton Hall's South Orange campus to participate in a final case analysis and presentation that will serve as an assessment of their mastery of MBA learning goals. Students will be given the choice to present their case analyses in English or Mandarin. The School will enlist faculty and alumni who are fluent in Mandarin to serve as assessors for the groups that elect to present in Mandarin. Individual and team performance will be evaluated, and results will be used to modify curriculum and/or teaching methodology as appropriate.
- Immediately after the case analysis presentation, students will participate in an exit interview with Seton Hall University faculty and administrators.
- In academic year 2012-2013, the School began piloting course-embedded assessments in MBA core courses. These assessments are short quizzes given to students at the start of the semester that test their knowledge of material that they should have acquired in prerequisite courses. Once these course-embedded assessments have been finalized, we will incorporate them in all MBA core courses, including those offered at any offsite location.
- Faculty teaching in the proposed program will be involved in program assessment through their evaluation of assignments, projects and examinations in courses that they teach. The agreement between Viagold and Seton Hall University specifies that Viagold will provide the Stillman School with examples of "examinations, projects and other assignments" so that Stillman may evaluate the extent to which program learning goals were assessed in specific courses. The review of these artifacts will provide additional evidence of student mastery of learning goals. To the extent that curriculum revisions are necessary, instructors will be involved in implementing those changes.
- Students will receive feedback on their mastery of program learning goals through grades and comments provided by instructors on individual assignments and examinations, grades received in courses and, at the end of their program, through in-person and written feedback shared by assessors at the conclusion of their on-campus assessment presentations.

Student and Enrollment Trends

- We will monitor program enrollment levels and the percentage of students who successfully complete degree requirements. We will also track statistics on the profile of admitted students (e.g., undergraduate GPA, years of work experience and GMAT score as applicable).

Faculty Qualifications and Performance

- As indicated previously, each candidate's CV will be reviewed for teaching experience and scholarly accomplishments.
- Students will complete TCEs for each course taken in the program using the instrument that is currently administered for all on-campus courses. The results will be used to assess faculty members' teaching performance. TCE results will be provided to each faculty member after his/her course is completed and grades have been submitted. These results will be tracked, and appropriate feedback will be provided to faculty teaching in the program.

Middle States Approval

On September 1, 2013, the Stillman School submitted a request to the Middle States Commission on Higher Education (MSCHE) for its approval of an additional location for the MBA program in Zhuhai, China. On October 29, MSCHE indicated that the request was approved, subject to a site visit to be made within 6 months of the start of operations at that location.

- 6. Statements of support – Proposals should include: statements from the Chair of the Department and Dean of the College in which the program will be offered confirming adequate planning and resource availability; a statement from the Dean of the Library, after consultation with the library liaison to the unit proposing the new program, confirming that current and future library resources are available to support the program, evidence that the program has been reviewed and approved by the College Educational Policy Committee, or equivalent, and the appropriate Faculty Body. Programs requiring significant internal or external resources should also include a statement of acknowledgment from the Provost's office.**

Academic Policy and Core Curriculum Committee Approval Application Form

Posted on [March 21, 2012](#) by [Christine Mallon](#)

[New Program Approval Form](#)

SIGNATURE FORM

NEW PROGRAM: _____

INTRODUCED BY: _____

DEPARTMENT CHAIR

I support this program and will make available the departmental funds and/or other items (such as space, secretary time, work study etc.) necessary to implement it.

NAME OF CHAIR: _____ SIGNATURE: _____

COLLEGE DEAN

I support this program and will make available the college funds and/or other items (such as space, secretary time, work study, etc.) necessary to implement it.

NAME OF DEAN: Joyce A. Strawser SIGNATURE: _____



LIBRARIAN

I support this program and will make available the library funds necessary to implement it.

NAME OF DEAN: _____ SIGNATURE: _____

Appendix A

Seton Hall University
&
Viagold International Education Management Group
EMBA Cooperation Agreement

(Draft as of March 25, 2012 JS-JY 3/28 SLG, ViaGold)

With the purpose of promoting Sino-America educational exchange and cooperation, the two parties decided to establish a Seton Hall University EMBA (Executive Master of Business Administration) joint program after friendly negotiation. The agreement is as follows:

为推动中美两国的教育交流与合作，双方经友好协商，决定合作开办Seton Hall University EMBA项目（西东大学高级工商管理硕士项目），兹商定协议如下：

1. The Parties

- 1.1 Party A —Seton Hall University, USA（美国西东大学）
- 1.2 Party B—Viagold International Education Management Group Ltd.（金网国际教育管理集团）
- 1. 合作方
- 1.1 甲方：美国西东大学（Seton Hall University, USA）
- 1.2 乙方：金网国际教育管理集团（Viagold International Education Management Group Ltd.）

2. Program Description

The program is an MBA degree specially designed for business managers in China. Party A and B established the program cooperatively in order to further enhance the quality and skill of the managers in their positions. The program will introduce advanced knowledge and experience on business administration from all over the world to match the requirements of practicing in China, and also to establish a multi-level business administration talent training system. Candidates with work experience and a Chinese college degree or equivalent degree and above shall be accepted.

2. 项目描述

本项目是甲方与乙方合作，为了进一步提高中国在职管理人员的素质和技能，专门为中国设立的工商管理硕士层次的继续教育项目。项目旨在引进国际先进的工商管理知识和经验，结合中国实践需要，建立学位多层次工商管理人才培养模式，（称“项目”）。项目的招收对象是中国国内具有相当于本科学历并具有一定工作经验的人员。

2.1 EMBA

This program is designed to completely enhance the students' overall knowledge and professional competence in the field of business administration. Party A shall grant students who finish the required classes with an overall grade point average of 3.0 or higher and pass the diploma project an MBA degree.

2.1 高级工商管理硕士

本项目旨在全面提高学员在工商管理领域的系统知识和职业素养，圆满完成规定课程，平均成绩3.0以上，且毕业设计合格者，由甲方颁发高级工商管理硕士学位。

2.2 Party A is responsible for the design of the EMBA Curriculum with Management Concentration, according to AACSB requirement. The syllabi for all the courses will be provided or approved by Party A.

2.2 甲方负责按照AACSB要求设计高级工商管理硕士课程。教学大纲由甲方提供或批准。

EMBA Curriculum: Management Concentration

Course Code	Course Title	Crdts	Sequence
EMBA9114	Organizational and Market Dynamics 企业组织及市场管理	4	I: FS
EMBA9111	Analytical methods and information systems for business 商业信息系统及分析方法	4	I: FS
EMBA9112	Accounting and global legal system 会计及全球法律体系	4	I: FS
EMBA9113	Financial and economic analysis 金融及经济分析	4	I: FS
EMBA9202	International Perspective 国际视野	2	II: EKS
EMBA9201	Corporate social responsibility 商业伦理及社会责任	2	III: EKS
BMGT 7931	International Management 国际商业管理	3	V: Concentration
BMGT 7540	Entrepreneurship 企业创新	3	V: Concentration
BMGT 9317	Supply Chain Management 供应链管理	3	V. Concentration

BMBA7773	Strategic Information Technology 战略信息技术	2	IV: Breadth
BMGT 7000	Action Learning Project: Master thesis	6	IV: Breadth
BMGT7545	Strategic Management Simulation 战略管理模拟	3	V: Concentration
BMBA9400	Business Strategy 商业策略	2	VI: Capstone
Total Credits		42	

I: FS = Foundation Sequence

II: Essential Knowledge Sequence

III: Breadth Sequence

IV: Concentration (Major)

V. Capstone

2.3 Notes to the Curriculum Table

2.3.1 The total credits required for EMBA is 42 credits.

2.3.2 The instructors for all courses are assigned by Party A.

2.3.3 Based on the development of the study, Party A can unilaterally adjust the subjects, the content, the grading measurement and the professor. Party A shall notify Party B about the adjustment.

2.3 注释：

2.3.1 全部EMBA课程总计42学分。

2.3.2 全部课程任课教师由甲方任命。

2.3.3 甲方可视专业发展需要，单方面调整科目、课程内容、学分标准及任课教师，但必须将调整部分告知乙方。

2.4 The degree program requires that the students negotiate with professors to select a practical topic for research and a thesis. Party A and B shall confirm and carry out a three-tutor system which consists of one professor from Party A, one professor from Party B and an entrepreneur. These three persons shall be in charge of the instruction and thesis defense for the student's research and thesis.

2.4 毕业设计为学习行动项目，学员与主管导师协商，选取实践性课题展开研究；合作双方共同确定和实施三联导师制度，三联导师由美方教师、中方教师和企业家组成，负责毕业设计的指导与答辩。

2.5 All the courses will be taught by faculty from Party A campus and from the faculty Party A recruited locally and from overseas as Party A local faculty. The proportion of courses taught by Party A main-campus faculty and locally appointed faculty will be adjusted based on need.

2.5 所有课程由甲方校本部的教师和甲方招聘的中国本地的教授讲授。中美教师比例将按需要调整。

2.6 Two to three courses shall be taught by the faculty from Party A directly for the first two years. The compensation for teaching a course (2-3 credits) of an American professor will be US \$10,000, and this cost will

be paid by Party B. Party B will also pay the international round trip flights (economy class) and the costs for transportation and accommodation in China.

2.6 本项目头两年，2-3门课程可由美方教授来中国授课，美籍教授讲授一门课程（2-3学分）的费用为10,000美元。美籍教授的讲课费、国际往返机票（经济舱）和中国境内的交通食宿费用由乙方承担。

2.7 Assignment of Local Faculty: Party A agrees to assign UIBE as the major base for the selection of qualified faculty members for the EMBA program. The candidate professors shall have PhD or equivalent degree in their teaching area. Party B shall select the candidates and submit each proposed candidate's academic background to Party A for approval. The teaching compensation and other costs for the Chinese professor, including accommodation, dining and transportation, shall be managed and paid by Party B.

2.7 教授选派: 同意选用对外经济贸易大学（中国.北京）教授作为该项目的主要师资。教授应有博士或相当学位。由乙方选派并把每位教授的教育背景报西东大学审核批准。其教授的课酬由乙方和任课教师商定，课酬及交通食宿费由乙方承担。

2.8 The duration of the program for the cohort will be 18 months.

2.8 学习时间：参加本项目学员每期的学习时间为18个月。

2.9 Mode of Instruction: Instruction will be face-to-face in China according to the curriculum schedule arranged by Party A. The courses will be mainly delivered in Chinese or English with translation. Some courses can be delivered via Interactive TV or online when the circumstance allows.

2.9 教学方式：按西东大学送来的教学计划执行，根据西东大学的MBA课程设置在中国面对面授课。课程以中文讲授或英文翻译讲授。在条件成熟是可通过互动电视和上网进行教学。

2.10 Teaching Material: Party A shall send approved textbooks, teaching materials and syllabi for every course to Party B before the start of each semester.

2.10 教材：每学期开学前甲方把每门课的原版教材(样本)和教学大纲快递到乙方。

2.11 Examinations: The professors shall assign readings and homework to the students and give examinations regularly to determine the students' mastery of the class materials. The professors must review the homework and grade the examinations for each student and submit the original report to Party B for record. Party B submit the grades for each cohort for grade registration to Party A by email.

2.11 学习考核：中方教授定期检查学员作业并严格考核，对每位学员的每次作业和考试成绩，遵照规定时间，上报乙方记录存档；乙方通过Email的形式上报甲方登记成绩。

2.12 Degree Diploma: those students who have fulfilled all of the academic requirements shall be granted an MBA degree by Party A.

2.12 学位证书：在圆满完成本项目所规定的学习要求的学生将获得西东大学的MBA学位证书。

3. The Qualification of the EMBA Candidates

3.1 A college degree or equivalent degree with GPA 3.0 or above and a minimum of 5 years of work experience;

3.2 If the work experience is less than 5 years, the candidate must take GMAT and the score shall be minimum 450;

3.3 If college GPA is less than 3.0 (equal to 70 in China) the candidate could be accepted as non-

matriculated student; the student will be converted to a matriculated status if the GPA of the first three courses shall be no less than 3.3 (B+) on average;

3.4 The two Parties may agree to waive these above-mentioned requirements for candidates in special case.

3. 入学资格:

3.1 四年大学或相当学历, 并具备5年工作经验, 且大学成绩GPA大于等于3.0;

3.2 不足5年工作经验者需提供GMAT成绩(不低于450分);

3.3 若大学成绩平均分(GPA)不达3.0(折成中国大学成绩为70分), 可以预录取, 但要求该项目的前三门课成绩平均分不低于3.3(B+);

3.4 双方同意对优秀申请者给予免除上述要求。

4. Application Materials

4.1.1 Filled Party A's Application Form in English;

4.2 Copies of college diploma;

4.3 Certificate for English ability;

4.4 College transcript;

4.5 Identification card;

4.6 Two passport photographs;

4. 报名和所需材料:

4.1 详细填写的入学申请表;

4.2 学历证书;

4.3 英语证书;

4.4 大学成绩单

4.5 身份证复印件;

4.6 一寸免冠照片2张.

5. Responsibilities of the Parties

5.1 The responsibilities of Party A

5.1.1 Offer Party B the formal authorization document and make the statement in the website of EMBA operation center in China.

5.1.2 Provide the syllabus and academic requirements for the program; set examinations;

5.1.3 Provide support to Party B to promote the enrollment by assigning an SHU representative to attend the opening / graduation ceremony;

5.1.4 Register the students; send acceptance letters and list them on approved official website;

5.1.5 Manage and control the overall teaching quality;

5.1.6 Assign program managers who are responsible for management and coordination;

5.1.7 Provide credentials and invitations for students who are going to study or attend graduation ceremony at Party A;

5.1.8 Provide necessary data, picture and credentials;

- 5.1.9 Provide necessary access to Web-based resources available to all other students, including, for example, access to the SHU Web site and to electronic journals and databases in the Library.
- 5.1.10 Grant the eligible student master degree and guaranty that the degree is the equivalent of that which would be awarded to students who complete degree requirements at the South Orange campus.

5. 合作双方责任

5.1 甲方职责

- 5.1.1 为乙方提供正式授权书并在本土校园官方网站上添加中国中心合作办学的相关说明和网站链接。
- 5.1.2 负责提供本项目的课程表及教学要求，组织课程教学及考核工作。
- 5.1.3 按乙方招生、开班的要求给予相应支持（如选派代表出席开学、毕业典礼等）。
- 5.1.4 负责学生的学籍注册，颁发录取通知，并列入所属网站查询。
- 5.1.5 负责总体教学质量管理与控制工作。
- 5.1.6 自项目开始实施起，指定项目管理人员，专门负责项目的管理和协调工作。
- 5.1.7 对赴甲方深造及参加毕业典礼的本项目学员，负责出具证明材料及签证邀请函。
- 5.1.8 提供必要的资料、图片和证明文件。
- 5.1.9 负责向学员提供必要的网络资源和在甲方期间的学习条件。
- 5.1.10 负责向合格的学员颁发硕士学位，并确保该学位与校本部学位完全一致。

5.2 The Responsibilities of Party B

- 5.2.1 Recruit students, help them apply and establish an admission committee with Party A;
- 5.2.2 Provide space and facilities for courses in China;
- 5.2.3 Provide management and service during teaching process;
- 5.2.4 Provide the professors from Party A with costs for accommodation, dining and transportation in China.
- 5.2.5 Appoint and pay for local professors; Party B will submit the curricula vitae (CVs) and copies of the academic qualification information (diplomas) for instructor candidates for Party A's approval and filing before the start of the semester;
- 5.2.6 Provide the following documents to Party A at the conclusion of the semester:
 - Actual syllabi used in the classes taught.
 - Examples of examinations, projects and other assignments.
- 5.2.7 Pay the tuition share to Party A on time.

5.2 乙方职责

- 5.2.1 组织学员报名，与甲方共同组建录取委员会。
- 5.2.2 提供在中国境内的教学场地及设施。
- 5.2.3 提供教学过程中的管理和服。
- 5.2.4 为甲方指派的教师提供当地的食宿及交通费用。
- 5.2.5 负责聘请甲方认可的国内师资授课并支付课酬。乙方在学期开始前把受聘师资简历、学位证书和教学大纲提交甲方批准和备案。
- 5.2.6 在学期结束前向甲方提供：

- 本学期实际使用的教学大纲；
- 试题、项目和其他作业样本。

5.2.7 按时向甲方支付学费分成。

6. Tuition and Fee Payment

6.1 Tuition

6.1.1 The tuition for 2012 is RMB 100,000, and RMB 12,000 of the tuition should be awarded as the scholarship to the student who registers in 2012 the first cohort. (It means that the tuition amount should be distributed is RMB 88,000). The registration fee is RMB 1,000 that should be paid directly to Party A. and tuition for years after 2012 will be determined by agreement of both parties; Costs for teaching materials and textbooks and for student activities may be charged extra.

6.1.2 Financial aid shall be negotiated and decided by both Parties for outstanding students; financial aid shall not be reckoned in the total amount of the tuition fee.

6.1.3 Party B and students shall pay for travel and lodging costs if the students are willing to go study some of the courses and attend graduation ceremony on the campus of Party A. Party A shall not charge any additional fees related to such a visit.

6. 项目费用及结算方式

6.1 收费标准

6.1.1 2012年入学的学生学费为人民币100,000元/人，甲方将对2012年入学的学生给予奖学金人民币12,000元/人，即双方的学费结算标准为人民币88,000元/人；一次性收取学籍注册费用人民币1000元/人。2012年以后的学费标准由双方今后确定。

6.1.2 合作双方共同商定对优秀学员设立一定比例的奖学金；奖学金不计入学费总额。

6.1.3 如学员共同决定赴甲方校本部学习部分课程并参加毕业典礼，差旅费用由乙方或学员另行支付；甲方不收取任何费用。

6.2 Tuition Distribution

6.2.1 For annual enrollment of 60 or fewer students, Party B will pay Party A 35% of the tuition revenues for 60 students..

6.2.2 For annual enrollment in excess of 60 students, Party B will pay Party A 35% of the tuition revenues for 60 students plus 32% of the tuition revenues for the portion of the enrollment above 60 students.

6.2 分成比例

6.2.1 乙方年度招生人数60人以内，分成比例为：甲方35%，乙方65%；

6.2.2 年度招生人数超过60人，乙方付甲方60人学费总数的35%；超过60人部分乙方付甲方超出部分学费总数的32%。

6.3 Payment Term

6.3.1 Party B will collect the tuition from the students. Party B will pay to Party A by two installments.

6.3.1 50% of the agreed fee shall be payable to Party A within a month after the first three courses; 50% of the agreed fee shall be payable to Party A within a month after the seventh course.

6.3 结算方式

6.3.1 甲方同意由乙方收取全部学费，乙方按约定分成比例分两次向甲方缴纳学生学费。

6.3.2 乙方在学生完成第三门课后一个月内，按约定分成比例金额的50%将费用缴纳给甲方，余款于学生完成第七门课后一个月内交清。

6.4 Enrollment Guarantee and Agent Status

6.4.1 From the effective date of this agreement, Party A shall authorize Party B to be one of the two agents for the EMBA program in China.

6.4.2 Party B shall promote the enrollment and set the teaching location in the mainland of China (Except Shanghai City, Xi an City), Hong Kong, Macau and Taiwan.

6.4.3 Party B warrants the annual enrollment to be 60 students for the term of the contract. Party B will guarantee Party A a minimum payment equal to its share of the tuition and registration fees for 60 students, even if actual annual enrollment is lower than 60 students.

6.4.4 If the final annual enrollment is less than 60 in its first year (from the date of the agreement signed), Party B will pay Party A its share of the tuition and registration fees for 60 students; Otherwise Party A has the right to seek additional agents for the program or Party B will give up its agent status.

6.4 招生人数担保和代理资格

6.4.1 从本协议签字之日开始，甲方授权乙方为在中国的两家代理人之一；

6.4.2 乙方可在中国（除上海和西安之外）、香港、澳门和台湾招生；

6.4.3 乙方保证每年至少招生60人，并按比例付甲方60人的学费和60人的全部注册费；

6.4.4 乙方第一年（自签约时间起一年期限内）保证招生60人，不足则按60人分成比例标准与甲方结算学费和注册费，否则甲方有权寻找第三家代理人或视乙方自动放弃在中国的代理权。

7. Class Size and Progress

7.1 Class Size: the normal number of students in one class shall be 20-40. Number of first cohort of the EMBA shall be not less than 15.

7.2 Progress of Recruiting: One class for the first year; two classes for the second year; three to five classes for the third year and after.

7.3 Party B shall submit the student applications of each cohort (class) to Party A for acceptance review and registration.

7. 班级规模与进度

7.1 班级人数：每班一般保持20-40人。第一期班不少于15人。

7.2 招生进度：第1年1个班，第2年2个班，第3年后每年3-5个班。

7.3 乙方在每次招生结束后将学生名申请材料以班为单位报至甲方审批注册。

8. Miscellaneous

8.1 Legality

Both parties warrant that they are legal entities capable of entering into and performing this agreement.

8.2 Confidentiality

Both parties must not disclose the detailed content of the program and the commercial secret of this program to a third party. Each party shall have the right to call to account according to relative laws and regulations.

8.3 Cooperation Transparency

Both parties shall operate under frequent communication and close cooperation. The operation must transparent to each other. Both parties must not conceal important events relative to the program from each other; each party can authorize a third party to raise an investigation to the account of the program.

8.4 Time of Essence

Time is of the essence in this agreement.

8. 合作方承诺

8.1 合法性

合作方均保证自身属于具备享受民事权利和承担民事义务资格的法律主体；分别保证项目在各自国家境内的合法性。

8.2 保密性

甲乙双方均不得向第三方泄露本合作的具体内容和对方的商业秘密，否则合作一方均有权按相关法律规定追究对方的法律责任。

8.3 合作透明度

合作双方保持密切沟通，紧密合作，操作过程透明。任何一方不得隐瞒与本项目有关的重大事实；任何一方均可委托独立的第三方对项目的账目进行专业审计。

9. Term and Termination

The agreement shall commence on the date of signature and shall be valid for five years. A party may terminate the agreement if legal violations or illegal activities occur, or if one party is not able to fulfill its obligations in the agreement. Thirty (30) days before the end of any term of the agreement, either party may notify the other party in writing that it does not intend to continue with the Agreement. If there is no such notification before the end of each five year term, the program shall be extended for another five years. Termination of the program shall not affect either party's obligations to existing students.

9. 协议有效期

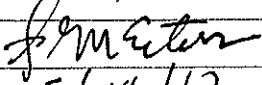
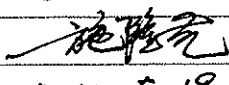
本协议自双方签章（字）之日起生效，有效期为五年。如一方在协议有效期内出现严重违约和违法行为，或者确实不能履行本协议项下的义务，另一方有权提前以书面形式终止本协议。协议到期前三十天，任何一方可以书面通知另一方终止协议。如果未经任何一方书面通知终止，则自动生效五年。协议的变更或终止将不影响甲乙双方对在校学生的任何义务。

10. Equal Validity

This agreement is a Chinese and English version. Each party holds it in duplicate. All duplicates have equal legal validity. Should there be a discrepancy in interpretation, the English version prevails.

10. 法律效力

本协议为中英文双语版本，合作双方各一式两份，具有同等法律效力。在条文解释上有出入时以英文为准。

Party A—Seton Hall University	Party B—Viagold International Education Management Group
Dr. A. Gabriel Esteban, President	Shi Longguang, President
Signature: 	Signature: 
Date: 5/14/12	Date: 2012.5.18

Appendix B

Seton Hall University
&
Viagold International Education Management Group
EMBA Cooperation Agreement

(Revised as of September 3, 2013. This version replaces all prior versions of the agreement.)

(2013年9月3日修改本, 此本替代以前版本)

With the purpose of promoting Sino-America educational exchange and cooperation, the two parties decided to establish a Seton Hall University EMBA (Executive Master of Business Administration) joint program after friendly negotiation. The agreement is as follows:

为推动中美两国的教育交流与合作, 双方经友好协商, 决定合作开办Seton Hall University EMBA项目(西东大学高级工商管理硕士项目), 兹商定协议如下:

1. The Parties

- 1.1 Party A —Seton Hall University, USA (美国西东大学)
- 1.2 Party B—Viagold International Education Management Group Ltd. (金网国际教育管理集团)
- 1. 合作方
- 1.1 甲方: 美国西东大学 (Seton Hall University, USA)
- 1.2 乙方: 金网国际教育管理集团 (Viagold International Education Management Group Ltd.)

2. Program Description

The program is an MBA degree specially designed for business managers in China. Party A and B established the program cooperatively in order to further enhance the quality and skill of the managers in their positions. The program will introduce advanced knowledge and experience on business administration from all over the world to match the requirements of practicing in China, and also to establish a multi-level business administration talent training system. Candidates with work experience and a Chinese college degree or equivalent degree and above shall be accepted.

2. 项目描述

本项目是甲方与乙方合作, 为了进一步提高中国在职管理人员的素质和技能, 专门为中国设立的工商管理硕士层次的继续教育项目。项目旨在引进国际先进的工商管理知识和经验, 结合中国实践需要, 建立学位多层次工商管理人才培养模式, (称“项目”)。项目的招收对象是中国国内具有相当于本科学历并具有

有一定工作经验的人员。

2.1 EMBA

This program is designed to completely enhance the students' overall knowledge and professional competence in the field of business administration. Party A shall grant students who finish the required classes with an overall grade point average of 3.0 or higher and pass the diploma project an MBA degree.

2.1 高级工商管理硕士

本项目旨在全面提高学员在工商管理领域的系统知识和职业素养，圆满完成规定课程，平均成绩3.0以上，且毕业设计合格者，由甲方颁发高级工商管理硕士学位。

2.2 Party A is responsible for the design of the EMBA Curriculum with Management Concentration, according to AACSB requirement. The syllabi for all the courses will be provided or approved by Party A.

2.2 甲方负责按照AACSB要求设计高级工商管理硕士课程。教学大纲由甲方提供或批准。

EMBA Curriculum: Management Concentration

Course Code	Course Title	Crdts	Sequence
EMBA9114	Organizational and Market Dynamics 企业组织 及市场管理	4	I: FS
EMBA9111	Analytical methods and information systems for business 商业信息系统及分析方法	4	I: FS
EMBA9112	Accounting and global legal system 会计及全球法律体系	4	I: FS
EMBA9113	Financial and economic analysis 金融及经济分析	4	I: FS
EMBA9202	International Perspective 国际视野	2	II: EKS
EMBA9201	Corporate social responsibility 商业伦理及社会 责任	2	III: EKS
BMGT 7931	International Management 国际商业管理	3	V: Concentration
BMGT 7540	Entrepreneurship 企业创新	3	V: Concentration
BMGT 9317	Supply Chain Management 供应链管理	3	V. Concentration

BMBA7773	Strategic Information Technology 战略信息技术	2	IV: Breadth
BMGT 7000	Action Learning Project: Master thesis	6	IV: Breadth
BMGT7545	Strategic Management Simulation 战略管理模拟	3	V: Concentration
BMBA9400	Business Strategy 商业策略	2	VI: Capstone

Total Credits

42

I: FS = Foundation Sequence

II: Essential Knowledge Sequence

III: Breadth Sequence

IV: Concentration (Major)

V. Capstone

2.3 Assessment of Learning Outcomes

2.3.1 To fulfill degree requirements, students must participate in learning outcomes assessment as defined and administered by Party A.

2.3.2 Learning outcomes assessment will include participation in both a comprehensive case analysis and presentation and an exit interview with faculty and administrators.

2.3.3. Party A will regularly review the program curriculum in the context of learning outcomes assessment results and reserves the right to make changes to course content and/or delivery.

2.4 Notes to the Curriculum Table

2.4.1 The total credits required for EMBA is 42 credits.

2.4.2 The instructors for all courses are assigned by Party A.

2.4.3 Based on the development of the study, Party A can unilaterally adjust the subjects, the content, the grading measurement and the professor. Party A shall notify Party B about the adjustment.

2.3 学习效果评估

2.3.1 为了完成学位要求，学生必须参加由甲方制订的学习效果评估。

2.3.2 学习效果评估包括案例分析报告演示和向教授和院方领导做结业面试。

2.3.3 甲方定期检查课程大纲，评估学习效果并对教学内容和教学方法作出修改的权利。

2.4 课程表注释：

2.3.1 全部EMBA课程总计42学分。

2.3.2 全部课程任课教师由甲方任命。

2.3.3 甲方可视专业发展需要，单方面调整科目、课程内容、学分标准及任课教师，但必须将调整部分告知乙方。

2.5 The degree program requires that the students negotiate with professors to select a practical topic for research and a thesis. Party A and B shall confirm and carry out a three-tutor system which consists of one professor from Party A, one professor from Party B and an entrepreneur. These three persons shall be in charge of the instruction and thesis defense for the student's research and thesis.

2.5 毕业设计为学习行动项目，学员与主管导师协商，选取实践性课题展开研究；合作双方共同确定和实施三联导师制度，三联导师由美方教师、中方教师和企业家协会组成，负责毕业设计的指导与答疑。

2.6 All the courses will be taught by faculty from Party A campus and from the faculty Party A recruited locally and from overseas as Party A local faculty. The proportion of courses taught by Party A main-campus faculty and locally appointed faculty will be adjusted based on need.

2.6 所有课程由甲方校本部的教师和甲方招聘的中国本地的教授讲授。中美教师比例将按需要调整。

2.7 Two to three courses shall be taught by the faculty from Party A directly for the first two years. The compensation for teaching a course (2-3 credits) of an American professor will be US \$10,000, and this cost will be paid by Party B. Party B will also pay the international round trip flights (economy class) and the costs for transportation and accommodation in China.

2.7 本项目头两年，2-3门课程可由美方教授来中国授课，美籍教授讲授一门课程（2-3学分）的费用为10,000美元。美籍教授的讲课费、国际往返机票（经济舱）和中国境内的交通食宿费用由乙方承担。

2.8 Assignment of Local Faculty: Party A agrees to assign UIBE as the major base for the selection of qualified faculty members for the EMBA program. The candidate professors shall have PhD or equivalent degree in their teaching area. Party B shall select the candidates and submit each proposed candidate's academic background to Party A for approval. The teaching compensation and other costs for the Chinese professor, including accommodation, dining and transportation, shall be managed and paid by Party B.

2.8 教授选派：同意选用对外经济贸易大学（中国·北京）教授作为该项目的主要师资。教授应有博士或相当学位。由乙方选派并把每位教授的教育背景报西东大学审核批准。其教授的课酬由乙方和任课教师商定，课酬及交通食宿费由乙方承担。

2.9 The duration of the program for the cohort will be 18 months.

2.9 学习时间：参加本项目学员每期的学习时间为18个月。

2.10 Mode of Instruction: Instruction will be face-to-face in China according to the curriculum schedule arranged by Party A. The courses will be mainly delivered in Chinese or English with translation. Some courses can be delivered via Interactive TV or online when the circumstance allows.

2.10 教学方式：按西东大学送来的教学计划执行，根据西东大学的MBA课程设置在中国面对面授课。课程以中文讲授或英文翻译讲授。在条件成熟是可通过互动电视和上网进行教学。

2.11 Teaching Material: Party A shall send approved textbooks, teaching materials and syllabi for every course to Party B before the start of each semester.

2.11 教材：每学期开学前甲方把每门课的原版教材(样本)和教学大纲快速递到乙方。

2.12 Examinations: The professors shall assign readings and homework to the students and give examinations regularly to determine the students' mastery of the class materials. The professors must review the homework and grade the examinations for each student and submit the original report to Party B for record. Party B submit the grades for each cohort for grade registration to Party A by email.

2.12 学习考核：中方教授定期检查学员作业并严格考核，对每位学员的每次作业和考试成绩，遵照规定时间，上报乙方记录存档；乙方通过Email的形式上报甲方登记成绩。

2.13 Degree Diploma: those students who have fulfilled all of the academic requirements shall be granted an MBA degree by Party A.

2.13 学位证书：在圆满完成本项目所规定的学习要求的学生将获得西东大学的MBA学位证书。

3. The Qualification of the EMBA Candidates

3.1 A college degree or equivalent degree with GPA 3.0 or above and a minimum of 5 years of work experience;

3.2 If the work experience is less than 5 years, the candidate must take GMAT and the score shall be minimum 450;

3.3 If college GPA is less than 3.0 (equal to 70 in China) the candidate could be accepted as non-matriculated student; the student will be converted to a matriculated status if the GPA of the first three courses shall be no less than 3.3 (B+) on average;

3.4 The two Parties may agree to waive these above-mentioned requirements for candidates in special case.

3. 入学资格：

3.1 四年大学或相当学历，并具备5年工作经验，且大学成绩GPA大于等于3.0；

3.2 不足5年工作经验者需提供GMAT成绩（不低于450分）；

3.3 若大学成绩平均分（GPA）不达3.0（折成中国大学成绩为70分），可以预录取，但要求该项目的前三门课成绩平均分不低于3.3（B+）；

3.4 双方同意对优秀申请者给予免除上述要求。

4. Application Materials

4.1.1 Filled Party A's Application Form in English;

4.2 Copies of college diploma;

4.3 Certificate for English ability;

4.4 College transcript;

4.5 Identification card;

4.6 Two passport photographs;

4. 报名和所需材料：

4.1 详细填写的入学申请表；

4.2 学历证书；

4.3 英语证书；

4.4 大学成绩单

4.5 身份证复印件；

4.6 一寸免冠照片2张。

5. Responsibilities of the Parties

5.1 The responsibilities of Party A

- 5.1.1 Offer Party B the formal authorization document and make the statement in the website of EMBA operation center in China.
- 5.1.2 Provide the syllabus and academic requirements for the program; set examinations;
- 5.1.3 Provide support to Party B to promote the enrollment by assigning an SHU representative to attend the opening / graduation ceremony;
- 5.1.4 Register the students; send acceptance letters and list them on approved official website;
- 5.1.5 Manage and control the overall teaching quality;
- 5.1.6 Assign program managers who are responsible for management and coordination;
- 5.1.7 Provide credentials and invitations for students who are going to study or attend graduation ceremony at Party A;
- 5.1.8 Provide necessary data, picture and credentials;
- 5.1.9 Provide necessary access to Web-based resources available to all other students, including, for example, access to the SHU Web site and to electronic journals and databases in the Library.
- 5.1.10 Grant the eligible student master degree and guaranty that the degree is the equivalent of that which would be awarded to students who complete degree requirements at the South Orange campus.
- 5.1.11 Address all grievances by students, regarding any aspects of the offerings, in accordance with its regular policies for handling such complaints.

5. 合作双方责任

5.1 甲方职责

- 5.1.1 为乙方提供正式授权书并在本土校园官方网站上添加中国中心合作办学的相关说明和网站链接。
- 5.1.2 负责提供本项目的课程表及教学要求，组织课程教学及考核工作。
- 5.1.3 按乙方招生、开班的要求给予相应支持（如选派代表出席开学、毕业典礼等）。
- 5.1.4 负责学生的学籍注册，颁发录取通知，并列入所属网站查询。
- 5.1.5 负责总体教学质量管理与控制工作。
- 5.1.6 自项目开始实施起，指定项目管理人员，专门负责项目的管理和协调工作。
- 5.1.7 对赴甲方深造及参加毕业典礼的本项目学员，负责出具证明材料及签证邀请函。
- 5.1.8 提供必要的资料、图片和证明文件。
- 5.1.9 负责向学员提供必要的网络资源和在甲方期间的学习条件。
- 5.1.10 负责向合格的学员颁发硕士学位，并确保该学位与校本部学位完全一致。
- 5.1.11 负责按照有关校规处理由教学有关的申诉。

5.2 The Responsibilities of Party B

- 5.2.1 Recruit students, using the application materials that have been approved by Party A, and help them apply and establish an admission committee with Party A;
- 5.2.2 Provide space and facilities for courses in China;
- 5.2.3 Provide management and service during teaching process;

- 5.2.4 Provide the professors from Party A with costs for accommodation, dining and transportation in China.
- 5.2.5 Appoint and pay for local professors; Party B will submit the curricula vitae (CVs) and copies of the academic qualification information (diplomas) for instructor candidates for Party A's approval and filing before the start of the semester;
- 5.2.6 Provide the following documents to Party A at the conclusion of the semester:
- Actual syllabi used in the classes taught.
 - Examples of examinations, projects and other assignments.
- 5.2.7 Pay the tuition share to Party A on time.
- 5.2.8 Provide physical or electronic access to texts, databases and journals that students require for their studies.
- 5.2.9 Work with Party A to establish a system whereby students receive appropriate academic advising as they progress through their studies.
- 5.2 乙方职责
- 5.2.1 按甲方规定的申请材料组织学员报名, 并与甲方共同组建录取委员会。
- 5.2.2 提供在中国境内的教学场地及设施。
- 5.2.3 提供教学过程中的管理和服 务。
- 5.2.4 为甲方指派的教师提供当地的食宿及交通费用。
- 5.2.5 负责聘请甲方认可的国内师资授课并支付课酬。乙方在学期开始前把受聘师资简历、学位证书和教学大纲提交甲方批准和备案。
- 5.2.6 在学期结束前向甲方提供:
- 本学期实际使用的教学大纲;
 - 试题、项目和其他作业样本。
- 5.2.7 按时向甲方支付学费分成。

6. Tuition and Fee Payment

6.1 Tuition

- 6.1.1 The tuition for 2012 is RMB 100,000, and RMB 12,000 of the tuition should be awarded as the scholarship to the student who registers in 2012 the first cohort. (It means that the tuition amount should be distributed is RMB 88,000). The registration fee is RMB 1,000 that should be paid directly to Party A. and tuition for years after 2012 will be determined by agreement of both parties; Costs for teaching materials and textbooks and for student activities may be charged extra.
- 6.1.2 Financial aid shall be negotiated and decided by both Parties for outstanding students; financial aid shall not be reckoned in the total amount of the tuition fee.
- 6.1.3 Party B and students shall pay for travel and lodging costs if the students are willing to go study some of the courses and attend graduation ceremony on the campus of Party A. Party A shall not charge any additional fees related to such a visit.

6. 项目费用及结算方式

6.1 收费标准

- 6.1.1 2012年入学的学生学费为人民币100,000元/人, 甲方将对2012年入学的学生给予奖学金人民币12,000元/人, 即双方的学费结算标准为人民币88,000元/人; 一次性收取学籍注册费用人民币1000元/人。

2012年以后的学费标准由双方今后确定。

6.1.2 合作双方共同商定对优秀学员设立一定比例的奖学金；奖学金不计入学费总额。

6.1.3 如学员共同决定赴甲方校本部学习部分课程并参加毕业典礼，差旅费用由乙方或学员另行支付；甲方不收取任何费用。

6.2 Tuition Distribution

6.2.1 For annual enrollment of 60 or fewer students, Party B will pay Party A 35% of the tuition revenues for 60 students..

6.2.2 For annual enrollment in excess of 60 students, Party B will pay Party A 35% of the tuition revenues for 60 students plus 32% of the tuition revenues for the portion of the enrollment above 60 students.

6.2 分成比例

6.2.1 乙方年度招生人数60人以内，分成比例为：甲方35%，乙方65%；

6.2.2 年度招生人数超过60人，乙方付甲方60人学费总数的35%；超过60人部分乙方付甲方超出部分学费总数的32%。

6.3 Payment Term

6.3.1 Party B will collect the tuition from the students. Party B will pay to Party A by two installments.

6.3.1 50% of the agreed fee shall be payable to Party A within a month after the first three courses; 50% of the agreed fee shall be payable to Party A within a month after the seventh course.

6.3 结算方式

6.3.1 甲方同意由乙方收取全部学费，乙方按约定分成比例分两次向甲方缴纳学生学费。

6.3.2 乙方在学生完成第三门课后一个月内，按约定分成比例金额的50%将费用缴纳给甲方，余款于学生完成第七门课后一个月内交清。

6.4 Enrollment Guarantee and Agent Status

6.4.1 From the effective date of this agreement, Party A shall authorize Party B to be the only agent for the EMBA program in China.

6.4.2 Party B shall promote the enrollment and set the teaching location in the mainland of China, Hong Kong, Macau and Taiwan.

6.4.3 Party B warrants the annual enrollment to be 25 students for the term of the contract. Party B will guarantee Party A a minimum payment equal to its share of the tuition and registration fees for 25 students, even if actual annual enrollment is lower than 25 students.

6.4.4 If the final annual enrollment is less than 25 in its first year (from the date of the agreement signed), Party B will pay Party A its share of the tuition and registration fees for 25 students; Otherwise Party A has the right to seek additional agents for the program or Party B will give up its agent status.

6.4 招生人数担保和代理资格

6.4.1 从本协议签字之日开始，甲方授权乙方为在中国的独家代理人；

6.4.2 乙方可在中国、香港、澳门和台湾招生；

6.4.3 乙方保证每年至少招生25人，并按比例付甲方25人的学费和25人的全部注册费；

6.4.4 乙方第一年（自签约时间起一年期限内）保证招生25人，不足则按25人分成比例标准与甲方结算学费和注册费，否则甲方有权寻找第二家代理人或视乙方自动放弃在中国的代理权。

7. Class Size and Progress

7.1 Class Size: the normal number of students in one class shall be 20-40. Number of first cohort of the EMBA shall be not less than 15.

7.2 Progress of Recruiting: One class for the first year; two classes for the second year; three to five classes for the third year and after.

7.3 Party B shall submit the student applications of each cohort (class) to Party A for acceptance review and registration.

7. 班级规模与进度

7.1 班级人数：每班一般保持20-40人。第一期班不少于15人。

7.2 招生进度：第1年1个班，第2年2个班，第3年后每年3-5个班。

7.3 乙方在每次招生结束后将学生名申请材料以班为单位报至甲方审批注册。

8. Miscellaneous

8.1 Legality

Both parties warrant that they are legal entities capable of entering into and performing this agreement.

8.2 Confidentiality

Both parties must not disclose the detailed content of the program and the commercial secret of this program to a third party. Each party shall have the right to call to account according to relative laws and regulations.

8.3 Cooperation Transparency

Both parties shall operate under frequent communication and close cooperation. The operation must transparent to each other. Both parties must not conceal important events relative to the program from each other; each party can authorize a third party to raise an investigation to the account of the program.

8.4 Oversight and Middle States Commission on Higher Education (MSCHE) Accreditation

8.4.1 Party A will exercise appropriate oversight for the program in conformity with MSCHE's policy, "International Programs Offered by Accredited Institutions" and MSCHE's accreditation standards.

8.4.2 This agreement does not imply or extend MSCHE status to Party B or its subsidiary institutions.

8. 合作方承诺

8.1 合法性

合作方均保证自身属于具备享受民事权利和承担民事义务资格的法律主体；分别保证项目在各自国家境内的合法性。

8.2 保密性

甲乙双方均不得向第三方泄露本合作的具体内容和对方的商业秘密，否则合作一方均有权按相关法律规定追究对方的法律责任。

8.3 合作透明度

合作双方保持密切沟通，紧密合作，操作过程透明。任何一方不得隐瞒与本项目有关的重大事实；任

何一方均可委托独立的第三方对项目的账目进行专业审计。

8.4 监督和美国中部地区高教委员会（MSCHE）认证

8.4.1 甲方将按照(MSCHE)有关认证大学国际教学项目的标准对本学位项目进行监管。

8.4.2 本协议乙方及其下属机构不直接或间接代表MSCHE机构的地位和立场。

9. Term and Termination

The agreement shall commence on the date of signature and shall be valid for five years. A party may terminate the agreement if legal violations or illegal activities occur, or if one party is not able to fulfill its obligations in the agreement. Thirty (30) days before the end of any term of the agreement, either party may notify the other party in writing that it does not intend to continue with the Agreement. If there is no such notification before the end of each five year term, the program shall be extended for another five years. Termination of the program shall not affect either party's obligations to existing students, and fair reimbursement will be made to existing students if the program is not delivered as promised.

9. 协议有效期

本协议自双方签章（字）之日起生效，有效期为五年。如一方在协议有效期间出现严重违约和违法行为，或者确实不能履行本协议项下的义务，另一方有权提前以书面形式终止本协议。协议到期前三十天，任何一方可以书面通知另一方终止协议。如果未经任何一方书面通知终止，则自动生效五年。协议的变更或终止将不影响甲乙双方对在校学生的任何义务。

10. Indemnification and Governing Law

10.1 Party A and Party B agree to defend, indemnify and hold harmless the other party and its directors, trustees, officers and employees from and against any and all claims and liabilities in connection with their duties and responsibilities under this Agreement.

10.2 This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, the U.S. A. With respect to any claims under 10.1, Party A and Party B consent to the filing of an action in, and hereby personally submit to the jurisdiction of New Jersey for any litigation which Party A or Party B may file.

10. 免责和适用法律

10.1 甲方和乙方同意为对方提供免责保护，免受损害，包括免除对方的主管，托管人和雇员在与执行本协议有关的索赔要求。

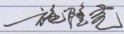
10.2 本协议以美国新泽西相关法律为解释本协议的法律基础。甲方和乙方同意对10.1条款涉及的机构和个人的索赔诉讼必须向新泽西州管辖法律机构提交。

11. Equal Validity

This agreement is a Chinese and English version. Each party holds it in duplicate. All duplicates have equal legal validity. Should there be a discrepancy in interpretation, the English version prevails.

10. 法律效力

本协议为中英文双语版本，合作双方各一式两份，具有同等法律效力。在条文解释上有出入时以英文为准。

Party A—Seton Hall University	Party B—Viagold International Education Management Group
Dr. A. Gabriel Esteban, President	Shi Longguang, President
Signature:	Signature: 
Date:	Date: 2013.9.3