

AGREEMENT between

UNIVERSITY OF DUNDEE, established by Royal Charter dated 20 July 1967 and a registered Scottish Charity (charity number SC015096), having its principal office at 149 Nethergate, Dundee DD1 4HN (**UoD or Host University**)

and

THE CHINA UNIVERSITY OF PETROLEUM (BEIJING) having a place of business at 18 Fuxue Road, Changping, Beijing, Beijing Shi 102249, China (**CUPB or Home University**)

The China University of Petroleum Beijing and the University of Dundee agree to establish a study abroad programme in order to provide participating students with an opportunity to internationalise their curriculum and promote the co-operation between the University of Dundee and the China University of Petroleum Beijing on the following conditions:

1. Study Abroad

- 1.1 Host University agrees to accept up to five (5) Students in each Academic Year from Home University for study abroad. The unit of calculation is one Student per Semester, and one Student a year equals two student/semesters.
- 1.2 Applicants must meet the Entry Requirements of the Host University in order to be eligible for the Programme and will only be permitted to study on Eligible Courses at the Host University provided there are vacancies in the Eligible Courses.
- 1.3 Participating Students shall be enrolled as non-degree or non-graduating students at the Host University for a period not exceeding twelve months and will continue as a candidate for the award of the relevant degree at the Home University. The Student will not be eligible for any award from the Host University. Credit for subjects taken at the Host University may be transferred and count towards an award from the Home University at the sole discretion of the Home University.
- 1.4 Students will have the same privileges and enjoy the same sporting and other facilities, and be subject to the same rules and regulations of Host University, as other students enrolled at the Host University.
- 1.5 Students may withdraw from the Programme at any time. If a Student withdraws from the Programme at least 15 days prior to the commencement of a Semester, the Home University will not be considered to have expended a Student for that student's participation in the programme for that Semester. Any Student who withdraws from the Programme, however, will not be entitled to a refund of accommodation costs, or other fees paid to the Host University.

2. Responsibilities of the Parties

- 2.1 Home University is responsible for screening and selecting Students for the Programme. In general the Home University will provide the Host University with six months' notice of participating Students. The Host University reserves the right to reject any Applicants.
- 2.2 Home University will provide Applicants with advice on immigration and visa requirements to study at the Host University and make Applicants aware that securing the offer of a place on the Programme does not guarantee entry to study at the Host University and that it shall be the Applicant's responsibility to obtain the necessary visa and/or permit.
- 2.3 Host University will:

- 2.3.1 manage the admissions and financial processes relating to the Programme;
 - 2.3.2 subject to Clause 2.4 and the Applicants meeting the Entry Requirements, offer a place on the Programme up to the maximum number of Students specified in clause 2.1;
 - 2.3.3 provide Students with a Host University registration number and card, on-line access to appropriate Host University resources (subject to the Student's compliance with the Host University's policies) and provide orientation, induction for Students on arrival at the Host University and reasonable assistance finding accommodation;
 - 2.3.4 for Eligible Courses, provide academic advice and information on the subjects and programmes relevant to each Student's studies;
 - 2.3.5 assess the course-work of each Student at least once in each Academic Year or Semester (as applicable); and
 - 2.3.6 provide a record of the subjects completed and the grades achieved (including the means of assessment) at the Host University for each Student to Home University.
- 2.4 Host University in its absolute discretion shall make the final decision as regards to whether or not any Applicant has met its Entry Requirements and should be allowed to participate in the Programme.
- 2.5 Each party will perform the responsibilities assigned to it pursuant to this Clause 2 with reasonable skill and care and in accordance with all applicable laws, rules and regulations that apply to it.

3. Student Enrolment, Attendance and Assessment

- 3.1 Full time participation by the Students on the Eligible Course on which those Students are enrolled is required. Full time will be defined by the Host University.
- 3.2 Each party will designate a member of its staff as Link Co-ordinator. Each Link Co-ordinator will:
- i. Be the formal point of contact between the two parties.
 - ii. Be required, and authorised to consult, report and seek approvals of the relevant bodies or office holders within their organisation on all matters associated with the Programme.
 - iii. Provide prompt responses to all communications received from the other Link Co-ordinator.
- 3.3 Either party may change its designated Link Co-ordinator. Any such change should be communicated to the other party's Link Co-ordinator in advance of the change taking effect.
- 3.4 The rules, regulations and procedures of the Host University will apply in relation to assessment, academic appeals and cases of academic misconduct which relate to the period of study at the Host University.

4. Fees and Other Expenses

- 4.1 Students will pay Tuition Fees to the Home University. Students will be exempted from Tuition Fees at the Host University during the Programme.

4.2 The payment of student accommodation together with the payment for all travel, visas, medical insurance, medical costs not covered by insurance, food, subsistence costs, books and other educational materials, shall be the sole responsibility of the individual Students participating in the Programme. Students should provide information to Host University which satisfies the Host University that they have adequate funds to cover the costs of travel to and from the Host University, and for subsistence during the period of the Programme

5. Academic Standards and Quality

5.1 The parties shall each during the term of this Agreement ensure that the Eligible Courses satisfy the requirements of any academic quality assurance regime and/or the requirements of any professional or regulatory body to which it is subject. CUPB acknowledges that in the case of UoD the standards required by the Quality Assurance Agency for Higher Education ("QAA") in the United Kingdom apply to the Eligible Courses.

5.2 CUPB acknowledges that UoD is required to conduct annual monitoring and review of its academic programmes and collaborative partners under Dundee's Student Placement Policy (available on Dundee's website, as may be amended from time to time).

6. Insurance

Each party shall have and maintain in force adequate policies of insurance with a reputable insurance company to cover legal liability in respect of this Agreement.

7. Liability

In no circumstances shall either party be liable for any loss, damage, costs or expenses of any nature in relation to: (i) any indirect, special or consequential losses; or (ii) any loss of profits (whether direct or indirect) or goodwill which arises directly or indirectly from that party's breach or non-performance of this Agreement, or negligence in the performance of this Agreement or from any liability arising in any other way from the subject matter of this Agreement, save that nothing in this Agreement excludes any liability for death or personal injury, liability for fraud or fraudulent misrepresentation or any other liability which cannot by law be excluded.

8. Dispute Resolution

If at any time a dispute arises in connection with this Agreement, then prior to raising any court action the parties shall first meet and use reasonable efforts to resolve the dispute in good faith.

9. Term, Variation and Termination

9.1 Subject to Clauses 9.3, 9.4 and 9.5, this Agreement will be effective for a period of three (3) years from the Commencement Date.

9.2 This Agreement may only be varied or modified by mutual written agreement.

9.3 This Agreement, subject to revision, may be extended by mutual written agreement at the end of the term.

9.4 Subject to Clause 9.6, this Agreement may be terminated by each party without penalty:

9.4.1 on six (6) months' prior written notice to the other party without cause; and/or

9.4.2 by written notice to the other party if the other party: (i) materially breaches this Agreement (and the breach, if capable of remedy, is not remediated within thirty

(30) days following the date of notice); (ii) engages in conduct that is prejudicial to the reputation of the party serving notice; or (iii) enters into insolvency or equivalent proceedings.

- 9.5 If following any review under Clause 5.1, the collaboration is not operating to the satisfaction of one party, or the academic standards of any Eligible Course are not in the reasonable opinion of one party being maintained by the other party following such review, then that party may terminate this Agreement immediately without penalty (subject always to Clause 9.6) upon written notice to the other party.
- 9.6 The Host University shall ensure that upon termination or expiry of this Agreement satisfactory arrangements are put in place for all existing Students whose placement was in effect prior to the effective date of the termination to complete their course of study at the Host University. The relevant terms of this Agreement will continue in force to the extent necessary to allow such Students to complete their period of study at the Host University.
- 9.7 Following the expiry or termination of this Agreement for any reason each party shall return to the other party at its own expense all material in its possession belonging to the other party relating to the Agreement and shall return or destroy (at the option of the other party) all confidential information of the other party then in its possession or control provided always that each party shall be entitled to retain copies of confidential information as may be required by it in order to comply with any law or regulatory requirement.
- 9.8 Termination of this Agreement will not affect the rights of each party against the other in respect of the period up to and including the date of termination or expiry. Notwithstanding the foregoing, Clauses 3.2, 6, this Clause 9, 11 and 13 shall survive termination and/or expiry of this Agreement.

10. Publicity and Marketing

- 10.1 All publicity and marketing materials to be used by one party to market the Programme and/or which refer to the other party or contain any of the logos, trademarks or other intellectual property of the other party, shall be submitted by the relevant party to the other party for prior written approval. All such materials shall be accurate and shall not contain inappropriate or misleading comparisons with other third party programmes, derogatory statements about third parties, misleading statements or advice about recognition of awards and/or statements that could reasonably bring either of the parties into disrepute. The parties shall immediately cease to use in any manner whatsoever such materials and the logos, trademarks or other intellectual property of the other party upon termination or expiry of this Agreement for any reason.
- 10.2 Notwithstanding Clause 11.1 each party may make reference to the existence of this Agreement and collaboration provided such reference i) clearly describes the nature and extent of the collaboration; and ii) is such that it does not bring the name or reputation of either of the parties into disrepute.

11. Confidential Information

- 11.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party except as permitted by clause 11.2.
- 11.2 Each party may disclose the other party's confidential information:
- 11.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure

that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 11; and

11.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

11.2.3 no party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

12. General

12.1 The schedules to this Agreement form part of this Agreement.

12.2 Each party shall at all times comply with the applicable laws, including all statutes, regulations and codes of practice relating to anti-bribery and corruption, and shall have and maintain appropriate policies and procedures to ensure compliance with the applicable laws (which it shall enforce where appropriate). Each party shall immediately notify the other party of any demand for any undue financial or other advantage of any kind received by it in connection with this Agreement.

12.3 Any notice required to be given under this Agreement shall be served by international courier addressed to:

12.3.1 in the case of Host University, the Secretary of the University; and

12.3.2 in the case of CUPB,

at the address set out above or such other address as notified in writing to the other party for this purpose from time to time.

12.4 No failure or delay on the part of either party to exercise any right or remedy under this Agreement shall be construed as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude the further exercise of such right or remedy.

12.5 Neither party shall have the right to assign, delegate, transfer, sub-contract or otherwise dispose of its rights and/or obligations under the Agreement without the prior written consent of the other party.

12.6 Nothing in this Agreement shall create, nor is intended to create, a corporate partnership or joint venture between the Parties.

12.7 This Agreement constitutes the entire agreement between the parties and supersedes all other agreements, statements, representations or warranties made by or between the parties in respect of the Programme. The parties acknowledge that in entering into this Agreement neither of them has relied upon any such prior agreements, statements, representations or warranties not set out in the Agreement.

13. Governing Law and Jurisdiction

If there is any dispute regarding the terms of this Agreement, the terms will be construed in accordance with the laws of Scotland and the parties hereby submit to the exclusive jurisdiction of the Scottish courts.

This is the Schedule referred to in the Study Abroad Agreement between The China University of Petroleum (Beijing) and The University of Dundee.

SCHEDULE 1

Agreed Terms:

Interpretation

All references to Clauses and Schedules are references to the relevant Clauses in or Schedules to this document. Headings are for convenience only and shall be ignored in interpreting this Agreement.

Words importing the singular shall include the plural and vice versa and words importing the masculine gender shall include the feminine and vice versa.

As used in this Agreement the word "including" means "including but not limited to" and "include" and "includes" will be interpreted accordingly.

In this Agreement unless the context requires otherwise:

"Applicant" means an applicant for the Programme that CUPB considers meets the Entry Requirements;

"Academic Year" means a 12 month period, which normally commences in September, during which courses are taught and assessed;

"Commencement Date" means the last date of signing of this Agreement.

"Eligible Courses" means the courses identified in Schedule 2;

"Entry Requirements" means the entry requirements of Host University set out in Schedule 2;

"Programme" means the study abroad programme offered by the Host University;

"Student" means a student of the Home University who is eligible for, and accepted by the Host University to participate in the Programme;

"Semester" means a semester of the Host University as identified in the academic calendar for each Academic Year; and

"Tuition Fees" means the tuition fees payable by Students for Eligible Programmes to CUPB as notified to the Students by CUPB and as may be amended by CUPB from time to time.

This is the Schedule referred to in the Study Abroad Agreement between The China University of Petroleum (Beijing) and The University of Dundee.

SCHEDULE 2

Course Requirements


<p>Eligible Courses</p>	<p>All undergraduate courses (and such other courses as may be agreed in writing between UoD and CUPB from time to time) in the areas of</p> <ul style="list-style-type: none"> • Business and Economics • Science and Engineering • Social Sciences <p>with the exception of courses in Art and Design ,Medicine, Dentistry, Nursing , Law , Architecture and the Centre for Anatomy and Human Identification .</p>
<p>Entry Requirements</p>	<ul style="list-style-type: none"> • Students must be registered as a full-time student of the Home University and preferably be an eligible national (citizen or permanent resident) of the country; • have successfully completed at least: <ul style="list-style-type: none"> (i) one (1) semester of study at the Home University upon application for the Programme; and (ii) two (2) semesters of study upon admission to the Host University; • be a student of good standing at the Home University with a minimum 'B' average grade or 70% average marks or ranking in the top one-third of the class; a minimum 'B' grade in the current/intended discipline; and not have any grade below 'C', the equivalent of GPA 2.0 at CUPB; • propose an appropriate programme of study at the Host University; • show the aptitude, motivation and maturity, to thrive in the environment at the host university; • have sufficient funds for all fees, personal and living expenses for the duration of the study abroad at the Host University; <p>each Student must meet the standard of competence in English as required by Dundee from time to time*, which shall as a minimum comply with the standard of competence in English required by the United Kingdom Home Office at the time of the Student's admission to the Programme; *currently IELTS (or equivalent) 6.0 with minimum scores :Listening 5.5, Reading 5.5 Writing 6.0 and Speaking 5.5</p> <p>and any other course specific entry requirements as notified by the University of Dundee to the China University of Petroleum Beijing in writing from time to time.</p>

IN WITNESS WHEREOF these presents consisting of this and the preceding 5 pages together with the Schedules are executed as follows:



Authorised Signatory

25/6/17



Authorised Signatory

25-6-17

Authorised Signatory

Signed for and on behalf of **THE UNIVERSITY OF DUNDEE**

Authorised Signatory

Signed for and on behalf of **THE CHINA UNIVERSITY OF PETROLEUM, BEIJING**