

**WRIGHT STATE UNIVERSITY, RAJ SOIN COLLEGE OF BUSINESS, USA**  
**美国莱特州立大学**

**AND**  
**与**

**SHANGHAI LIXIN UNIVERSITY OF ACCOUNTING AND FINANCE, CHINA**  
**中国上海立信会计金融学院**

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**ARTICULATION AGREEMENT**  
**出国留学项目协议**

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**THIS AGREEMENT** is made on 14/11/ 2016  
本协议签订于 2016 年 11 月 14 日

**BETWEEN**  
基于

**Wright State University** of 3640 Colonel Glenn Highway, Dayton Ohio, 45435, USA (WSU)  
莱特州立大学， 美国 俄亥俄州德顿市 Colonel Glenn 公路 3640 号

**AND**  
与

**Shanghai Lixin University of Accounting and Finance** of No. 995 Shangchuan Road, Shanghai, China  
("SLUAF")  
上海立信会计金融学院， 中国上海上川路 995 号（以下简称“合作院校”）

**WHEREAS**  
鉴于

- (A) **Wright State University's mission is to transform the lives of students and the communities served. This includes excellence in practice-based education, research, and knowledge exchange.**  
莱特州立大学的宗旨在于为改变学生的生活和为社会服务。这包括在理论联系实际的教育、科研和知识交换等领域的优异贡献。
- (B) **Shanghai Lixin University of Accounting and Finance and Wright State University wish to enter into an articulation agreement to facilitate the entry by students of Shanghai Lixin University of Accounting and Finance to a relevant program of study offered by Wright State University.**  
上海立信会计金融学院和莱特州立大学希望达成一个合作协议，以促进合作院校的学生进入由大学提供的相关课程项目继续学习。
- (C) **Wright State University wishes to attract full-time students from China to undertake programs of study at Wright State University.**  
莱特州立大学希望吸引来自中国的全日制学生，进入莱特州立大学学习。
- (D) **Shanghai Lixin University of Accounting and Finance has agreed to accept such engagement upon the terms and conditions of this Agreement.**  
基于本协议的条款和条件，合作院校同意接受相关约定。
- (E) **In addition, both institutions wish to promote internationalization of undergraduate and graduate education on their respective campuses through strategic partnership which may also include: collaborative programming as well as visits and exchange of students, faculty and other personnel, so long as both parties deem the initiative to be beneficial.**  
另外，两所大学共同致力于本科生和研究生国际化的共同培养，包括：合作项目、互访、学生交换、教师互访等互惠互利的合作。

**NOW IT IS HEREBY AGREED**  
目前特此归纳已达成共识

**1. INTERPRETATION**  
说明

**1.1 For the purpose of this Agreement:**  
就本协议的目的：

<p><b>“Agreement”</b> 协议</p>	<p>means this agreement and all recitals and Appendices. 指本协议的所有条款及附件。</p>
<p><b>“Award”</b> 奖励</p>	<p>means the award or awards made by Wright State University following successful completion of the program of study more particularly described in Appendix 1 to this Agreement. 指大学针对成功完成课程项目所设立的奖项，具体见本协议附录一。</p>
<p><b>“Commencement date”</b> 生效日期</p>	<p>Means January 1, 2017 指 2017 年 1 月 1 日</p>
<p><b>“Intellectual Property Rights”</b> 知识产权</p>	<p>means any patents, trademarks, service marks, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright including rights in software and websites), database rights, trade or business names, know how, research and results, improvements and other similar intellectual property rights or obligations whether registrable or not in any country whether now known or future. 指任何专利、注册商标、服务商标、设计权（不管可注册与否），任何上述权利的版权申请（包括软件和网站版权），数据库权利、交易名称、专门技术、研究结果、改进及别的相似的、在任何国家、未来无论可注册与否的知识产权或义务。</p>
<p><b>“Program at the Lixin University of Accounting and Finance”</b> 上海立信会计金融学院</p>	<p>For the degree completion program: the completion of one (1) year of instruction that is transferrable, and one (1) year of additional instruction that is not transferrable in a two (2) year study abroad training centre program of Business and Management/Accounting and Finance undergraduate study, delivered and managed by Shanghai Lixin University of Accounting and Finance as set out in the in Appendix 1 and as may otherwise be agreed in writing between the parties from time to time. 对于学分豁免项目：一年留学培训课程是指在上海立信会计金融学院完成的商务管理或会计与金融专业两年课程中的一年专业课课程，如合同附件所列，其它课程如有变动以双方书面文件为准。</p> <p>For the avoidance of doubt, the program at Shanghai Lixin University of Accounting and Finance is designed and owned by Shanghai Lixin University of Accounting and Finance. Students will not be enrolled at Wright State University whilst undertaking this program. 为了消除疑虑，上海立信会计金融学院课程由其自行管理和设计。学生在学习期间无需注册成为莱特州立大学学生。</p>
<p><b>“Program at Wright State University”</b> 莱特州立大学</p>	<p>For the degree completion program: Three (3) years of the remaining undergraduate coursework required for the completion of the Bachelor of Science in Business (BSB) degree at Wright State University delivered and managed Wright State University as set out in the program structure in Appendix 1 and as may otherwise be agreed in writing between the parties. 对于学分豁免项目：为了获得莱特州立大学的商科学位（BSB）学生需要完成附件 1 中所列出的由莱特州立大学规定的后续三年的本科课程，双方有书面约定的除外。</p> <p>The credits accepted by Wright State University from Shanghai Lixin University of Accounting and Finance will be no more than one third (1/3) of the total credits of program at Wright State University.</p>

上海立信会计金融学院的课程可被莱特州立大学课程接受，并豁免部分学分，但不得超过大学课程总学分的三分之一。

“Term”  
期限

means the period of two (2) years from the Commencement Date (until December 31, 2018)

协议有效期为两年，到 2018 年 12 月 31 日为止。

- 1.2 References to the singular shall include the plural and vice versa.  
所指的单数应该包含复数，反之亦然。
- 1.3 References to Clauses are to clauses in this Agreement, references to Schedules are to schedules to this Agreement and references to this Agreement shall include the Recitals and the Schedules.  
所指的条款、明细表即本协议中的条款、明细表，本协议应包括序言和明细表。
- 1.4 Headings are inserted for convenience only and no account shall be taken of the headings in construing this Agreement.  
仅为方便加入了题头，在建立协议时，不应该以任何理由去掉题头。
- 1.5 References to legislation shall include references to such legislation as amended or re-enacted from time to time.  
所指的法规应包括随时修改或生效的法规。

## 2. COMMENCEMENT AND DURATION 开始和持续

- 2.1 This Agreement shall commence on the Commencement Date and shall continue for the Term unless otherwise terminated in accordance with the provisions of Clause 15.  
本协议自生效日期起生效，根据第 15 条的规定在相应的时间终止。

## 3. SCOPE OF RELATIONSHIP 关系范畴

- 3.1 This Agreement covers the provision by Wright State University of program information and all other relevant information to Shanghai Lixin University of Accounting and Finance and the promotion by Shanghai Lixin University of Accounting and Finance of this arrangement to its students, with the intention that students will be able to articulate from their program at Shanghai Lixin University of Accounting and Finance into a Wright State University program of study listed in Appendix 1.  
学生能够通过上海立信会计金融学院的学习，进而进入莱特州立大学学习附件 1 所列的相应课程，本协议包括了莱特州立大学课程信息的条款以及所有与上海立信会计金融学院相关的其他信息、和安排学生进一步深造的信息。
- 3.2 The financial arrangements set out in Clause 11 also apply to students who have studied for one or more academic years at Shanghai Lixin University of Accounting and Finance immediately prior to applying through the normal processes for admission to Wright State University programs not listed in Appendix 1.  
第 11 条的财务协议也适用于已在上海立信会计金融学院学习了一学年或一学年以上，但还没有开始按照通常申请流程申请莱特州立大学除附录 1 以外的项目的学生。
- 3.3 This Agreement will be reviewed by Wright State University and Shanghai Lixin University of Accounting and Finance periodically throughout the Term. Any review may be through some

or all of the following processes; exchange of correspondence, completion of any documentation that would facilitate the sharing of information and possible meetings.

本协议在执行期内由莱特州立大学和上海立信会计金融学院进行阶段性的评估。每次测试必须经过下面的几道或所有程序；函电来往、文件完善都将有助于信息的分享和可能召开的会议。

- 3.4 This Agreement may be modified and/or expanded to include other kinds of collaborative programming and cooperative initiatives between additional departments and institutes of both partners, to be determined and negotiated separately and added as an Appendix to this agreement.

此协议可以被修改和延伸到两校之间其它院系和其它项目的合作，由双方协商决定，其它的合作协议可以作为此协议的附件。

#### 4. OBLIGATIONS OF SHANGHAI LIXIN UNIVERSITY OF ACCOUNTING AND FINANCE 上海立信会计金融学院的义务

- 4.1 Shanghai Lixin University of Accounting and Finance will co-ordinate, market and promote this Agreement to its students and counsel relevant students from the initial point of contact until registration as a student with Wright State University. Shanghai Lixin University of Accounting and Finance will provide potential students with accurate, up to date promotional material provided by Wright State University.

上海立信会计金融学院从合同生效开始就着手向学生协调、推广和宣传这份协议，并向相关学生提供咨询，一直到该学生注册成为莱特州立大学的学生。上海立信会计金融学院需要向学生提供莱特州立大学准确的、最新的宣传资料。

- 4.2 Students will be required to provide Wright State University directly with all information relevant to their application, including evidence of achievement and references and proof of the required level of English language proficiency as set out in Appendix 1.

学生需要直接向莱特州立大学提供与其申请相关的信息，包括学习成绩单、推荐信以及附件 1 中所要求的英语水平的相关证明。

- 4.3 Shanghai Lixin University of Accounting and Finance will provide Wright State University with a list of students who are enrolled in the degree completion program each academic cycle.

上海立信会计金融学院将在每学年提供给莱特州立大学入学学分豁免课程学生的名单。

- 4.4 Shanghai Lixin University of Accounting and Finance will provide an annual report to Wright State University, detailing any changes to Shanghai Lixin University of Accounting and Finance's Program so that on-going articulation of the Program can be assured.

上海立信会计金融学院需要向莱特州立大学提交一份年度报告，该报告是关于上海立信会计金融学院课程设置的所有变化，以便于确保长久的出国留学项目合作。

#### 5. OBLIGATIONS OF WRIGHT STATE UNIVERSITY 莱特州立大学的义务

- 5.1 Wright State University will ensure, through periodic reviews, that the Program offered by Shanghai Lixin University of Accounting and Finance remains suitable for articulation.

莱特州立大学将通过阶段性考核，确保上海立信会计金融学院设置的课程适合出国留学继续学习课程的要求。

- 5.2 Wright State University will inform Shanghai Lixin University of Accounting and Finance of the number of students who take up places through this Agreement each year and the success rate for these students in the first year of their studies at Wright State University.

莱特州立大学每年告知上海立信会计金融学院根据协议成功录取的学生人数，以及这些学生在莱特州立大学第一个学年的学业通过率。

- 5.3 Wright State University shall provide copies of its Program literature, promotional materials and all relevant information (including Wright State University's timescales and procedures for admission and registration) to Shanghai Lixin University of Accounting and Finance for distribution to its students.

莱特州立大学将向上海立信会计金融学院提供其课程文本、宣传资料和其他相关信息（包括莱特州立大学的时间安排、入学和注册程序）的复印件，以方便上海立信会计金融学院向学生发放。

- 5.4 Wright State University will forward relevant information directly to students on request and provide guidance on Wright State University Program applied for. With the exception of the information detailed in Clause 5.3 of this Agreement, Shanghai Lixin University of Accounting and Finance will not be responsible to the student or Wright State University for the provision of information.

莱特州立大学针对学生的要求和申请大学课程过程中所需要的指导，莱特州立大学将直接发送相关信息给学生。除协议中第 5 条第 3 款规定的信息外，上海立信会计金融学院既不对学生、也不对莱特州立大学所提供的信息负责。

- 5.5 Students who meet the admissions criteria of Wright State University will be informed of this decision directly and any offers either unconditional or conditional will be made directly to the student. Shanghai Lixin University of Accounting and Finance will not be responsible for communications between the student and Wright State University.

如果学生满足莱特州立大学的入学标准，那么莱特州立大学将直接告知学生，有条件或无条件的录取都会直接提供给学生。上海立信会计金融学院无须为学生和莱特州立大学的沟通负责。

- 5.6 Once enrolled at Wright State University, the student will be subject to Wright State University's academic regulations and policies, including the Code of Student Conduct, as approved and amended from time to time by Wright State University.

一旦学生被莱特州立大学录取，学生则需要遵守莱特州立大学的学术规定和大学教学委员会时常修正与通过的政策。

## 6. COMMISSION 佣金

- 6.1 Shanghai Lixin University of Accounting and Finance shall not seek any payment from a prospective student or students for any information, advice, or assistance provided by Shanghai Lixin University of Accounting and Finance to the prospective student or students in respect of admission to any course at Wright State University or for the supply to the prospective student or student of any prospectus, brochure, application form or other promotional material of Wright State University.

上海立信会计金融学院不应该向预期学生收取任何费用，或者因为向他们提供了关于莱特州立大学某课程的信息、建议或帮助，或者因为向预期学生提供了学校的入学简介、宣传手册、申请表或其他宣传资料而向学生收费。

## 7. ADMISSIONS 入学

- 7.1 Students who have completed the Program or part Program at Shanghai Lixin University of Accounting and Finance with levels of achievement specified will be deemed to have met the

academic requirements for admission to Wright State University Program all as specified in Appendix 1 in relation to the relevant Programs of study.

学生在上海立信会计金融学院完成了全部课程，或完成部分课程但达到了附件 1 中规定的相关课程的成绩要求，可以进入莱特州立大学就读。

- 7.2 Students who have not completed the Program or part Program at Shanghai Lixin University of Accounting and Finance with levels of achievement specified in Appendix 1 or who wish to study a Program not listed in Appendix 1 may apply individually for admission to Wright State University in the normal manner.

学生没有完成附件 1 中规定的全部课程或部分课程，而又希望学习附件 1 中没有规定的课程，可以单独以常规的方式向莱特州立大学提出申请。

- 7.3 Students must also satisfy the English language requirements specified in Appendix 1.

学生必须达到附件 1 中规定的英语水平。

- 7.4 The Parties may amend the lists of Programs and admission criteria stated in the Appendix 1 at any time by written agreement signed by authorized representatives of both Parties.

协议双方可以随时通过双方书面协商签字确认的形式修改附件 1 中的课程安排和入学标准。

- 7.5 Wright State University is committed to maintaining the culture of Wright State University and the quality of the international student experience and therefore may limit the number of students from any one institution or country in order to maintain an appropriate balance of students. Accordingly, Wright State University reserves the right to decline to offer a place to any student notwithstanding that student has met the admission requirements.

莱特州立大学为了维护学校的文化和国际学生受教育经历的质量，会限制某个国家或机构的学生数量以保持合理的学生比例。因此，尽管某学生符合入学标准，莱特州立大学也能够保留拒绝学生入学的权利。

- 7.6 All applicants to Wright State University are required to follow Wright State University's normal admissions processes. This includes following U.S. Immigration's procedures on international student immigration as amended from time to time. Support will be given to applicants by Wright State University staff to ensure that these requirements are met.

所有的入学申请都需要按照莱特州立大学的正常入学程序进行，包括遵循美国边境局不断修改的国际学生移民条例。莱特州立大学将向学生提供帮助以确保学生符合这些要求。

- 7.7 The Parties undertake to ensure that all students enrolled in the Program are properly informed of the processes and regulations agreed by the Parties under this Agreement in relation to admissions and registration procedures, progression, discipline and complaints, academic appeals, dispute resolution procedures, student support facilities and any other matters directly relating to such students.

双方要确保所有被录取的学生明确无误的知道协议中的关于入学、注册程序、升学、纪律与投诉、学术诉求的规定和程序，以及争端处理程序、学生支持设施和其他与学生直接相关的事务。

- 7.8 The Parties will provide the appropriate level of resources for student support, including library and computing facilities and will provide appropriately qualified staff to deliver the Program.

双方为满足对学生的支持，将为他们提供合理的资源，包括图书馆、电脑设施和合格的教职人员。

- 7.9 Students on the Program will be afforded the same rights and privileges as home students and will be subject to the obligations set out in Appendix 2.  
参加该项目的学生与本国的学生一样，享有同等权利和特权，同时也要履行附件 2 中规定的义务。

## 8. PUBLICITY AND PROMOTIONAL MATERIAL 广告与宣传资料

- 8.1 Where joint publicity and/or promotional materials are produced, they will be produced subject to the corporate guidelines of Wright State University for the production of publicity and/or promotional materials. The use of such publicity and/or promotional materials will be subject to joint approval by Wright State University and Shanghai Lixin University of Accounting and Finance. Neither Party will issue publicity and/or promotional materials without the agreement in writing of the other.

在制作广告和、或宣传资料时，要谨记广告和、或宣传资料须符合莱特州立大学的合作办学原则。使用这些广告和、或宣传资料时要得到莱特州立大学和上海立信会计金融学院的共同同意。任何一方都不得在未有另一方书面确认同意的情况下单方面发布广告和、或宣传资料。

- 8.2 Shanghai Lixin University of Accounting and Finance undertakes not to use any University logo or trade mark in relation to this Agreement without the prior written consent of Wright State University. Any material in any media produced by Shanghai Lixin University of Accounting and Finance that uses any Wright State University logo or trade mark is to be subject to the review and written approval of Wright State University. The same shall also apply regarding the use of Shanghai Lixin University of Accounting and Finance's logo by Wright State University.

上海立信会计金融学院在未得到莱特州立大学同意的情况下，不得使用莱特州立大学的任何商标或标记。在任何媒体的任何材料上，上海立信会计金融学院使用莱特州立大学的任何商标或标记必须经过莱特州立大学的审核，并且得到该大学书面签字的同意书。同理，莱特州立大学在使用上海立信会计金融学院的商标时也理应如此。

## 9. INTELLECTUAL PROPERTY AND KNOW-HOW 知识产权和专业技术

- 9.1 The intellectual property rights existing at the commencement of this Agreement belonging to Wright State University shall remain the property of Wright State University and the intellectual property rights existing at the commencement of this Agreement belonging to Shanghai Lixin University of Accounting and Finance shall remain the property of Shanghai Lixin University of Accounting and Finance. No use will be made of any intellectual property of either Party without the explicit consent in writing of the owning Party.

在协议开始执行前，属于莱特州立大学的知识产权仍属于莱特州立大学，属于上海立信会计金融学院的知识产权仍属于上海立信会计金融学院。没有另一方的书面的、明确的同意，另一方不得擅自使用对方的知识产权。

- 9.2 Intellectual property created during the course of this Agreement shall be owned by the Party creating it. If intellectual property is produced jointly by the Parties for use in the Program then the intellectual property rights will be shared and neither Party may use or assign any such rights without the other Party's written consent.

在协议执行过程中，创造的知识产权属于创造的一方。如果知识产权是双方在合作过程中共同创造的，那么这份知识产权应该由双方共享，其中任一方不得在另一方未出具书面同意的情况下擅自使用。



## **10. CONFIDENTIAL INFORMATION, FREEDOM OF INFORMATION AND DATA PROTECTION** **机密信息、信息自由与资料保护**

**10.1** Subject to Wright State University's obligations, both Parties shall, at all times, both during the term of this Agreement and after its termination, maintain in strictest confidence and shall not directly or indirectly divulge or communicate to any third party without the other Party's prior written consent any financial, technical, commercial and/or other confidential information concerning the other Party or the subject matter of this Agreement except for information or materials which are required to be disclosed for the purposes of this Agreement, or information or materials in the public domain, provided that such information or materials do not come into the public domain as a consequence of a breach of this Clause 10, or are information or materials which are required to be disclosed by law.

根据对莱特州立大学义务的规定，协议双方在任何时候、无论是在协议执行中还是协议终止后，都应该严格遵守保密原则。双方不能在没有对方提前书面同意的情况下，直接或间接的泄露信息或与第三方交流另一方的信息。这些信息包括另一方的金融的、技术的、商业的和、或别的机密信息或者协议中的相关事项，除非是协议中计划披露的信息和资料，并且这些信息或资料的披露并没有违反第 10 条，或者这些信息或资料按照法律法规是需要向外界披露的。

**10.2** Each party warrants and undertakes that it will have in place appropriate technical and organisational measures to protect personal data it shares with the other against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.

每一方都授权并拥有一项合适的技术和组织措施来保护双方分享的个体数据，以避免偶然的或违法的损坏或偶然丢失，改变、未获授权的披露和接触信息。这为处理过程中可能面临的风险提供了一定程度的安全保护，也符合数据安全保护的本质要求。

## **11. FINANCIAL ARRANGEMENTS** **财务安排**

**11.1** The financial arrangements in respect of tuition fees and incidental expenses of students and as between the Parties are as set out in Appendix 3.

关于学费和学生的偶发费用的财务安排以及协议双方的财务规定参照附件 3。

## **12. GENERAL** **总则**

**12.1** Unless this Agreement expressly states otherwise, no right or obligation arising under this Agreement may be assigned, transferred or otherwise disposed of, in whole or in part, without the prior written content of the Parties.

除非在本协议中有明确的规定，否则没有双方的书面同意，不能分配、转移或以其他方式处理全部或部分的因本协议而产生的权利和义务。

**12.2** Unless this Agreement expressly states otherwise:  
除了协议中明确规定的以下情况，否则：

**12.2.1** a person who is not a party to this Agreement has no right to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999; and  
非协议中的任一方，根据 1999 合同法案，则无权执行规定的任何条款（第三方权利）；以及

- 12.2.2 if a person who is not a party to this Agreement is stated to have the right to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999, the parties may rescind or vary this Agreement without the consent of that person.  
如果非协议中的任一方，又申明自己有权按照 1999 合同法案执行条款（第三方权利），那么协议双方可以在未经那一方同意的情况下，撤销或变更协议。
- 12.3 Each party will cover its own costs in relation to the activities under this Agreement.  
根据协议，双方各自承担自己所进行活动的费用。
- 12.4 Neither Party shall be liable for failure to perform its obligations under this agreement if such failure results from circumstances which could not have been contemplated and which are beyond the Party's reasonable control.  
如果在执行协议时没有取得预期的结果，而导致失败的原因是不可预期的环境因素和超过了当事方合理控制的情况，那么当事方无须承担责任。
- 12.5 This Agreement may only be varied by mutual agreement evidenced in writing and signed by a duly authorised representative from each Party.  
协议只有在双方协商同意，并出具书面材料，且有各方指定授权代表出席的情况下，才可以变更。
- 12.6 The express or implied waiver by either Party of any right under this Agreement or of any breach or default by the other shall not constitute a waiver of any other right under this Agreement or of the same breach or default on another occasion.  
一方明确的或隐含的放弃或者违反协议中的某项权利或由另一方默认，并不表明另一方放弃或违反了该项权利或者在另一种情况下也会默认。
- 12.7 Shanghai Lixin University of Accounting and Finance will, in performing its obligations hereunder, comply with its obligations under the Bribery Act 2010. Shanghai Lixin University of Accounting and Finance will also have and maintain policies and procedures to ensure compliance with applicable anti-bribery and anti-corruption laws, and will enforce those policies and procedures where necessary.  
上海立信会计金融学院在执行其义务时，需要遵守 2010 贿赂法案。上海立信会计金融学院也需要制定和维护政策和程序以确保服从相应的反贿赂和反腐败法，并在必要的时候要贯彻执行这些政策和程序。

### 13. NOTICES 通知

- 13.1 Notices should be delivered by hand, first-class prepaid post, or facsimile.  
通知应该通过专人交付、一类预付的邮递方式或传真来送达。
- 13.2 Notices shall be deemed to have been received:  
以下情况可认为已经收到通知：
- 13.2.1 if delivered by hand, on the day of delivery if it is the recipient's business day and otherwise on the first business day of the recipient immediately following the day of delivery;  
如果是专人交付，且交付日为接收方的工作日，或者为交付日之后第二天即为接受者的工作日。
- 13.2.2 if sent by first class prepaid post, on the third business day after the day of posting;

如果是通过一类预付邮递方式，在邮寄后的第三个工作日当认为通知已收到。

13.2.3 if sent by airmail, on the seventh business day after the day of posting;

如果是航空邮件，当认为是邮寄之后的第七个工作日。

13.2.4 if sent by facsimile, if transmitted between 09.00 and 17:00 hours on a business day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument or if transmitted at any other time, at 09.00 on the first business day (recipient's time) following the completion of receipt by the sender of verification of the transmission from the receiving instrument.

如果是通过传真的方式，且是在工作日（接收方时间）早九点到下午五点传送的，那么在接收方可以通过接受仪器的传送情况证实通知已接受；如果是在别的时间发送的传真，那么应该是在第一个工作日（接收方时间）的早九点，接收方可以通过接受仪器的传送情况证实通知已接受。

13.3 The addresses (including electronic addresses) of each Party to the Agreement to which all Notices shall be sent are those specified in Appendix 4 of the Agreement, or such other address as either Party may by written Notice specify to the other for the purpose of this Clause 13.

双方协议中的地址（包括电子邮件地址），应该在协议附件 4 中标注清楚，以便通知及时送达，或者双方也可以在第 13 条中写清为了某用途而设定的特定地址。

## 14. DISPUTE RESOLUTION

### 争端解决

14.1 Day-to-day operation of the Agreement will be conducted between staff of Wright State University and their counterparts within Shanghai Lixin University of Accounting and Finance. It is in these interactions that disputes may initially become apparent. In the first instance the staff concerned shall endeavour to resolve any dispute.

协议中的日常事务由莱特州立大学的员工和其对应的上海立信会计金融学院的工作人员完成。在这些互动交流中，开始就出现的争端可能就会变得明显。首先，相关员工应该努力解决争端。

14.2 If a dispute arises out of or in connection with the Agreement that cannot be resolved under 14.1:

如果因协议而起或与协议相关的争端，不能按 14.1 规定自行解决，那么：

14.2.1 the disputing Party will provide written notice to the other Party, setting out the matters giving rise to the difference or dispute and the relief sought ("Notice")  
争议方应该向另一方出具书面的通知，指出争议或争端的事项并寻求解决办法（“通知”）

14.2.2 within thirty (30) days of receiving such Notice, the recipient shall provide a written reply to the disputing Party, setting out the recipient's response to the matters set out in the Notice and any additional matters the recipient considers relevant ("Reply");

收到通知 30 天内，接收方应该向争议方提供书面回复，指出接收方就通知中争议事项所做的回应；接收方如有任何其他考虑到的事项，也应加在其中。（“回复”）

14.2.3 the Parties shall, in good faith and using all commercially reasonable efforts, seek to resolve the dispute within sixty (60) days after the date on which the disputing Party received the Reply, including by involving senior management of both Parties.

双方应该本着良好的信念，用尽所有合理的商业办法，尝试在争议方收到回复的 60 天内解决争端，也可以邀请双方的高管参与。

- 14.3 Neither Party may commence any court proceedings in relation to any dispute arising out of this Agreement until it shall have attempted to settle the same by use of the dispute resolution process in Clause 14.1 and 14.2 and either that procedure has been exhausted or the other Party has failed to participate in the procedure.

双方如果可以通过第 14 条第 1 款和第 2 款的争端处理机制解决争端的话，那么任何一方都不应该针对因协议而起的争端诉诸法律，除非已经穷尽了所有的程序办法或另一方拒绝参与处理程序。

- 14.4 The provisions of this Clause 14 shall not affect a Party's rights to initiate court proceedings if the difference or dispute is not resolved pursuant to Clause 14.

如果依据第 14 条不能解决争端，那么第 14 条不影响任一方提起法律诉讼的权利。

## 15. TERMINATION

### 终止

- 15.1 Either Party may terminate this Agreement if the other:

如果一方有以下情况，那么另一方可以终止协议：

- 15.1.1 commits a material breach of any of its obligations under this Agreement which it does not remedy within one month of written notice of such breach; or

事实上违反了协议规定的义务，并且在一个月内没有采用书面通知的形式予以补救；或者

- 15.1.2 becomes insolvent, enters into an arrangement with its creditors, has an administrator appointed, is unable to pay its debts as they fall due, is wound up or goes into liquidation; or

形成无法解决的状况，已经与债权人形成关系，有指定的管理者，不能按约支付欠款，需要清盘或进入债务清偿阶段；或者

- 15.1.3 ceases to exist.

不复存在

- 15.2 Either Party may terminate this Agreement at any time by giving to the other Party not less than six (6) months' notice in writing.

一方提前六个月以上向另一方发出书面通知，即可在任何时间终止协议。

- 15.3 In the event that the Agreement is terminated other than under 15.1.2 and 15.1.3:

除了发生 15.1.2 和 15.1.3 所列的情况，一旦协议终止：

- 15.3.1 Both Parties will immediately inform all students enrolled on the Program that this Agreement has been terminated and explain the consequences for the students.

双方需要立即通知所有相关学生，该协议已经终止并向学生解释由此产生的结果。

- 15.3.2 Both Parties will use reasonable endeavours to ensure that students at that time enrolled on the Program will continue to be taught in accordance with the provisions of this Agreement until the conclusion of the Program of study of the students at that time enrolled on the Program.

双方要尽所有合理的努力以确保已经在册的学生继续根据协议规定的条款接受教育，一直到所有已参加该项目的学生全部完成学业为止。

- 15.4 Wright State University shall have the right to terminate this Agreement forthwith by written notice to Shanghai Lixin University of Accounting and Finance in the event of a change of

ownership or control of Shanghai Lixin University of Accounting and Finance where Wright State University in its absolute discretion deems there to be a conflict of interest.

一旦所有权发生改变或者合作院校的控制方有变，而莱特州立大学通过其绝对酌情权，认为这将会导致利益争端的出现，那么该大学有权通过书面通知的形式终止与上海立信会计金融学院的协议。

15.5 This Agreement and any appendices constitute the entire agreement between the parties and supersede any and all other agreements, either oral or in writing, between the parties. All other agreements, including the unsigned, undated document titled "Addendum to Agreement between Wright State University and Shanghai Finance University," the "Agreement between Wright State University (USA) and Shanghai Finance University (China) Regarding Joint 2+2+1 Program," and the "Addendum to Agreement Between Wright State University and Shanghai Finance University Regarding Joint 2+2+1 Program" are hereby rescinded.

此协议和相关协议附件组成的全部协议内容，如论是口头形式还是书面形式，可以替代两校之间的其它所有协议。其它所有任何协议，包括莱特州立大学和上海金融学院尚未签署和还未到期的各项协议，如原来签署的“美国莱特州立大学与中国上海金融学院的“2+2+1“协议和“美国莱特州立大学与中国上海金融学院的“2+2+1“协议附件等均废除。

**IN WITNESS** whereof this Agreement has been executed the day and year first above-written.  
特此证明本协议自上述写明的年月日起执行。

This Agreement has been prepared and is being executed in four (4) copies, two (2) in English and two (2) in Chinese. Each party keeps one (1) copy in each language. In the event of any inconsistency, the English language version shall apply and be binding upon the parties.

此协议中英文版本一共一式四份。双方各每种语言版本各保留一份。如果发生争议，双方以英语语言版本的合同内容为准。

Signed for and on behalf of **WRIGHT STATE UNIVERSITY** by  
大学代表签字

\_\_\_\_\_  
Dr. Thomas Sudkamp  
Provost  
Date:

\_\_\_\_\_  
Dr. Henry Limouze  
Interim Associate Vice President  
Date:

\_\_\_\_\_  
Dr. Joanne Li  
Dean, Raj Soin College of Business  
Date:

Signed for and on behalf of **SHANGHAI LIXIN UNIVERSITY OF ACCOUNTING AND FINANCE** by  
由上海立信会计金融学院代表签字

\_\_\_\_\_  
Professor Jingying Chen  
Vice President  
Date:

\_\_\_\_\_  
Ms. Qiying Su  
Deputy Dean International Education College  
Date:

**APPENDIX 1: SLUAF AND WSU RSCOB DEGREE COMPLETION PROGRAM**

**附录一：课程项目/奖项**

**1.1 PROGRAM SUMMARY:**

项目内容描述:

SLUAF		WSU	
Program Title 项目名称	Point of Exit 结业标准	Program Title 项目名称	Entry Requirements 入学标准
SLUAF Study Abroad Training Program 上海立信会计金融学院出国留学培训项目 FHEQ Level 4 高等教育资格框架等级 4	Successful completion of courses 成功完成课程	Bachelor of Science in Business (BSB)  Available major: 1. Finance (financial management track)	Cumulative grade point average of 2.5 on a scale out of 4.  Completion of 30 semester credit hours.

**1.2 APPROVED ARTICULATION FOR DEGREE COMPLETION PROGRAM:**

Students who successfully complete the approved 30 credit hours as listed below at Shanghai Lixin University of Accounting and Finance may transfer into the Bachelor of Science in Business (BSB) program with a major in Finance (Financial Management) at Wright State University, Raj Soin College of Business (RSCOB). Upon successful completion of the remaining 90 credit hours of coursework as listed below, a baccalaureate degree will be conferred by Wright State University. By following the prescribed course path, WSU coursework can be completed in six (6) semesters of full time study (three years).

Course numbers, course titles, and associated semester credit hours for Shanghai Lixin University of Accounting and Finance coursework must be noted on the official transcript exactly as indicated below.

**1. CLASSES TO BE TAKEN AT SHANGHAI FINANCE UNIVERSITY (10 CLASSES; 30 HOURS)**

Wright State University		Shanghai Lixin University of ACC and FIN		Cr Hr
MTH 2300	Calculus I (for MTH 2280)	SATPCAL01	Calculus	4
EC 2040	Microeconomics	SATPMIE02	Microeconomics	3
ACC 2010	Principles of Accounting I	SATPACC01	Principles of Accounting	3
MKT 2500	Principles of Marketing	SATPMAR01	Principles of Marketing	3
MGT 3100	Management, and OB	SATPMAN01	Principles of Management	3
EC 3010	Ec Global Money Mkt	SATPMBF01	Money, Bnk, & Fin Mkt	3
MTH 2530	Diff. Eq. w Matrix Alg.*	SATPALG01	Algebra	4
CS 1010	Intro to Comps...*	SATPCS01	Computer Skills	3
HED 3310	Health Ed. & PE for ECE*	SATPPE01	Physical Education	2
UNK	General elective*	SATPCCL01	College Chinese Literature	2

**2. REMAINING COURSEWORK (WRIGHT STATE UNIVERSITY)(30 CLASSES; 90 HRS)**

**A. WRIGHT STATE CORE (9 CLASSES; 29 HRS)**

- English 1100 Academic Writing and Reading (3)
- English 2100 Research and Argument (3)
- FIN 2050 Personal Financial Decision Making (3)
- General Education: Interdisciplinary (MC+IW) (3)
- General Education: Western History (3)
- General Education: Arts/Humanities (MC+IW) (3)
- General Education: Natural Science (4)
- General Education: Natural Science (4)
- General Education: Additional Area (3)

**B. BUSINESS CORE (11 CLASSES; 33 HRS)**

- ACC 2020 Principles of Accounting II (3)
- EC 2050 Principles of Macroeconomics (3)
- MS 2040 Introduction to Business Statistics (3)
- MS 2050 Quant. Bus. Modelling (3)
- FIN 2210 Financial Management I (3)
- ENG 3000 Business Writing (3)
- LAW 3000 Legal Environment of Business (3)
- MIS 3000 Introduction to Information Systems (3)
- SCM 3070 Operations and Supply Chain Management (3)
- MGT 3110 Business Ethics and Leadership Development (3) (IW)
- MGT 4990 Strategy: Domestic and International (3)

**C. FINANCE MAJOR & MAJOR ELECTIVES (FINANCIAL MGT TRACK) (9 CLASSES; 27 HRS)**

- ACC 3010 Intermediate Accounting I (3)
- ACC 3020 Intermediate Accounting II (3)
- FIN 3110 Financial Management II (3)
- FIN 3120 Investing in Securities (3)
- FIN 3210 International Financial Management (3)
- FIN 4210 Financial Management III (3)
- FIN 4220 Analysis of Corporate Financial Information (3) (IW)
- FIN elective Elective (3)
- FIN elective Elective (3)

**D. GENERAL ELECTIVE (1 CLASS; 1 HR)**

- General Elective (1)

**E. SAMPLE COURSE PLAN: LAST THREE YEARS AT WRIGHT STATE UNIVERSITY**

Year 1		Year 2			Year 3	
Fall	©ACC 3010 Qualifying Exam	Spring	Fall	Spring	Fall	Spring
©ENG 1100 ACC 2020 MS 2040 FIN 2050 General Elective		EC 2050 FIN 2210 MS 2050 ACC 3010 Gen Ed: HST	ENG 2100 ACC 3020 FIN 3110 FIN 3120 Gen Ed: SCI	ENG 3000 LAW 3000 FIN 3210 SCM 3070 Gen Ed: ADDL	MGT 3110 FIN elective FIN 4210 Gen Ed: A/HUM Gen Ed: SCI	FIN 4220 MGT 4990 FIN elective MIS 3000 Gen Ed: INTERDIS
13		15	16	15	16	15

### 1.3 ENGLISH LANGUAGE REQUIREMENTS:

#### 英语语言要求:

1. The standard English language requirement is IELTS 5.5 with no sub score below 5.0; or TOEFL 61.  
英语语言入学要求为雅思 5.5 分（各单项不低于 5.0 分）或托福 61 分。
2. Students lacking only the English proficiency requirement can receive conditional admission to Wright State University pending the successful completion of LEAP level 4 TOEFL Waiver Track. Students will not be able to take academic coursework until the TOEFL waiver is received or a suitable score in any accepted language proficiency exam is on record.  
语言成绩不达标学生可以收到莱特州立大学的有条件录取通知书，在完成 LEAP 4 的学习后可以免考托福直接升入课程。在学生没有达到托福免考或者取得可以被接受的合格的语言测试成绩前之前，不能进入专业课阶段学习。

### 1.4 ELIGIBILITY CRITERIA

#### 资格标准

In addition any student participating in the Program should:

除此之外，所有参加该项目的学生应当：

1. Have sufficient funds for the full period of study in Shanghai Lixin University of Accounting and Finance and Wright State University,  
有足够的资金，确保在整个学习期内在上海立信会计金融学院和莱特州立大学的花费，
2. Propose an appropriate Program of study at Wright State University, and  
在莱特州立大学制定一份合适的学习课程计划，并且
3. Show the aptitude, motivation and maturity to thrive in the environment at Wright State University.  
具备在莱特州立大学学习和生活的能力、动机和成熟度。

### 1.5 SUPPORTING DOCUMENTATION

#### 支持性文件

The following must be submitted to Wright State University prior to commencement on the Program:  
以下文件在课程学习开始前，必须向莱特州立大学提交：

1. A completed University application form;  
完整的大学申请表
2. Official transcript of academic record of Program at Shanghai Lixin University of Accounting and Finance;  
在上海立信会计金融学院所学课程的成绩单
3. Certificate of English proficiency.  
英语水平证书

## APPENDIX 2: OBLIGATIONS OF STUDENTS ON THE PROGRAM

### 附录 2：参与该项目课程的学生需要承担的义务

Students on the Program at Wright State University are responsible for:

参与莱特州立大学项目的学生要为以下情况负责：

1. Applying for and arranging accommodation at Wright State University;  
在莱特州立大学申请和安排住宿
2. Making travel arrangements to and from the United States and within the United States;



- 制定往返美国的旅行安排，以及在美国国内的旅行安排
- 3. Satisfying the immigration requirements for entry to the United States;  
满足进入美国的移民要求
- 4. Registering with the diplomatic mission of their home country upon arrival in the United States;  
到达美国后，在其国家的领事馆注册
- 5. Providing the appropriate authority at Wright State University with their postal and other addresses, upon enrolment at Wright State University and notifying any changes.  
收到莱特州立大学录取通知后，向该大学的相关机构提供他们的邮政地址及其他地址，以便注册入学以及通知任何变化。

### **APPENDIX 3: FINANCIAL ARRANGMENTS**

#### **附录 3: 财务安排**

##### **3.1 TUITION FEES**

###### **学费**

1. Students admitted to the Program under this Agreement shall be responsible for payment of all fees including tuition fees to the Shanghai Lixin University of Accounting and Finance for each year of study while the student is registered at Shanghai Lixin University of Accounting and Finance, and to Wright State University for each year of study while the student is registered at Wright State University. Tuition fees payable to Wright State University shall be at the rate for international students from time to time in force, which shall be notified to Shanghai Lixin University of Accounting and Finance annually.  
参与该项目的学生应按照协议承担所有的费用，包括学费。在上海立信会计金融学院就学时每年向上海立信会计金融学院缴纳学费，在莱特州立大学上学时每年向莱特州立大学缴纳学费。在莱特州立大学期间的费用是按照国际生的标准强制缴纳的，这一标准由该大学每年告知上海立信会计金融学院。
2. Shanghai Lixin University of Accounting and Finance and Wright State University will each determine the timing and method of payment of tuition fees and will advise students accordingly.  
上海立信会计金融学院和莱特州立大学决定缴费的时间和方式，并相应地告知学生。
3. Additional expenses may be incurred by students enrolled on the Program in respect of non-academic or non-obligatory facilities, services and functions provided by Wright State University which expenses shall be borne by students enrolled on the Program.  
因使用了莱特州立大学提供的非学术的或不能免费使用的设施、服务或功能而产生的额外费用，应由学生自行承担。
4. Students enrolled at Wright State University are solely responsible for the expenses of accompanying spouses and/or dependants.  
被录取进入莱特州立大学的学生应独立承担其随行伴侣和、或家眷的费用。

##### **3.2 PARTIES COSTS**

###### **双方成本**

Each Party shall bear their own costs of participation in this Agreement.  
双方应按照协议承担各自的花费。

##### **3.3 FINANCIAL RESPONSIBILITY OF STUDENTS ON THE PROGRAM**

###### **参加该项目的学生需要承担的经济责任**

Prior to participating in the Program, students should have adequate funds to cover and shall provide evidence of such funds prior to departure for Wright State University campus:

在参加该项目之前学生应有足够的资金支付各项开支，并且在前往莱特州立大学之前向大学出具材料以证明自己具备这样的能力：

1. Study at Wright State University including relevant financial documents required for visa purposes.  
为前往莱特州立大学就读而必须提供的签证用相关资金证明
2. Tuition, academic and other fees payable to Wright State University in respect of participation in the Program;  
可支付给莱特州立大学的课程学费、学术及别的费用
3. Medical/health insurance;  
医疗和健康保险
4. Travel to and from US  
往美国的费用
5. Personal and living expenses, including accommodation and food; and  
个人花费和生活费，包括食宿；和
6. Any other debts incurred by the student or his or her dependants for the duration of his or her study abroad.  
学生产生的或他/她的家人在他/她海外学习期间所产生的任何债务。

#### **APPENDIX 4: NOTICES**

#### **附录四：通知**

##### **WRIGHT STATE UNIVERSITY**

##### **大学方**

Name 姓名: Chantelle Snyder

Title 职务: Assistant Director of International Programs, RSCOB, WSU.

Tel 电话: (937) 775-2439

Fax 传真: (937) 775- 3545

Address: 116 Rike Hall, Wright State University, 3640 Colonel Glenn Hwy, Dayton 45435, USA

地址:

E-Mail 电子邮箱地址: chantelle.snyder@wright.edu

##### **SHANGHAI LIXIN UNIVERSITY OF ACCOUNTING AND FINANCE**

##### **合作院校方**

Name 姓名: 邹丽芳 Samantha Zou

Title 职务: Deputy Dean 副院长

Tel 电话: 86-13917170817

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