**AGREEMENT FOR DEGREE ABROAD**

**BETWEEN**

**CALIFORNIA STATE UNIVERSITY, FRESNO STATE**

**AND**

**INTERNATIONAL PARTNER UNIVERSITY, FOREIGN COUNTRY**

This Agreement is entered into between the Trustees of the California State University on behalf of California State University, FRESNO STATE and International Partner University, Foreign Country (“IPU”). FRESNO STATE and IPU are collectively the Parties.

**ARTICLE I: INTRODUCTION**

The FRESNO STATE College of XYZ has been a leader in providing quality graduate education in California. The ABC degree program focuses on developing future \_\_\_\_\_\_\_\_\_\_\_ in the \_\_\_\_\_\_\_\_\_\_ region. Potential candidates for the program include \_\_\_\_\_\_\_\_\_\_\_\_\_\_ who seek to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The ABC Program builds on XYZ’s extensive experience from its graduate degree programs. Upon successful completion of the program, students will be awarded a Masters in ABC degree from FRESNO STATE.

The XYZ is one of seven colleges on the campus of FRESNO STATE. It has maintained its accreditation from the \_\_\_\_\_\_\_\_\_\_\_\_\_\_ since [date]. The use of the term FRESNO STATE throughout this Agreement includes XYZ.

**ARTICLE II: DEFINITIONS**

Section 1. “FRESNO STATE Academic Materials” means any materials provided by FRESNO STATE to the ABC Program to which FRESNO STATE has Intellectual Property rights and other proprietary rights and IPU has no Intellectual Property rights or other proprietary rights and which is licensed by FRESNO STATE to IPU for the sole purpose of facilitating the completion of the ABC Program.

Section 2. “Cohort” refers to the group of students admitted into the ABC Program at the same time and on the same program schedule.

Section 3. “Designated Representative” means a representative designated by either IPU or FRESNO STATE to make a determination or provide approval with regards to the ABC Program.

Section 4. “ABC Program” refers to the program to be offered at IPU by FRESNO STATE which is designed to lead to an ABC degree conferred by FRESNO STATE.

Section 5. “Intellectual Property” means all rights to copyrighted work, both common law and registered; inventions, including patent rights and trade secrets; trademarks and service marks, both common law and registered; registered designs and circuit layouts; and all other proprietary rights resulting from intellectual activity in the business, industrial, scientific, literary or artistic fields.

Section 6. “Prerequisite Classes” refer to the courses that enrolling students must have completed prior to commencing the ABC Program and which IPU will provide with the approval of FRESNO STATE.

Section 7. “Program Tuition and Fees” means the amount to be received by IPU from students enrolling in the ABC Program. These fees and tuition are specified in Article VII, Section 4 below.

Section 8. “Refund Date” means the deadline to withdraw from all units/classes after which no refunds shall be given. This deadline is determined by FRESNO STATE.

Section 9. “FRESNO STATE Faculty” means the faculty members of FRESNO STATE.

Section 10. “FRESNO STATE Trademark or Marks” mean any United States Patent and Trademark Office registered or common law trademark or service mark, specifically meaning a word, name, symbol or device which is used in trade with FRESNO STATE goods or services to indicate FRESNO STATE as the source of the goods or services and to distinguish them from the goods or services of others. They include all logos, service marks, designs and other Intellectual Property that belong to, are owned by, are licensed to, or carry the name of FRESNO STATE and/or the California State University or any other name protected by California Education Code Section 89005.5 whether registered or not registered. FRESNO STATE has full ownership rights in any FRESNO STATE Trademark or Marks and IPU has none. FRESNO STATE must approve any use of the FRESNO STATE Trademark.

Section 11. “USD” means United States Dollars.

**ARTICLE** **III**: **PROGRAM OVERVIEW**

Section 1. The demand for well-educated \_\_\_\_\_\_\_\_\_\_\_\_\_ has grown at phenomenal rates, particularly in the \_\_\_\_\_\_\_\_\_\_ region. The purpose of the ABC Program is to provide students of the international community the opportunity to become \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The program focuses on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. It will consist of eight (8) three-unit (3-unit) core classes each of which has face-to-face intensive lectures of twenty-four (24) hours over a period of four (4) days[[1]](#footnote-1), and four (4) three-unit (3-unit) elective classes each of which has online lectures over a period of four (4) weeks.

Section 2. If students do not have academic background in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, they will be required to take corresponding Prerequisite Classes. The entire program requires twelve (12) classes (core and elective) of thirty-six (36) units plus Prerequisite Classes (if needed) over a period of twelve to fifteen (12-15) months. The face-to-face and online learning experiences equip students with leadership skills and professional relationships in different environments and industries. To the extent possible, courses will incorporate the unique \_\_\_\_\_\_\_\_\_ culture and its \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ styles and practices.

Section 3. All academic decisions regarding the ABC Program shall be made by FRESNO STATE.

Section 4. All classes (Prerequisite, Core and Elective) shall be taught in English.

Section 5. Prerequisite Classes.

1. The three (3) Prerequisite Classes prepare students who do not have the undergraduate level knowledge of \_\_\_\_\_\_\_\_\_\_\_ to be successful in the program. The three (3) Prerequisite Classes are:
2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
4. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
5. Prerequisite Classes will be the responsibility of IPU, must be approved in advance by FRESNO STATE and must be taught in a timely and regular manner to enable enrolled students to complete them prior to the first day of instruction for their Cohort. FRESNO STATE shall solely make the determination as to which students will be required to take any or all of the Prerequisite Classes.

Section 6. Core Classes.

 The eight (8) core classes in \_\_\_\_\_\_\_\_\_\_\_\_\_ courses will be the responsibility of FRESNO STATE and are designed to provide students with an overview of the fundamental aspects of \_\_\_\_\_\_\_\_\_:

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
4. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
5. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
6. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
7. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
8. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Section 7. Elective Classes.

 The elective classes will be the responsibility of FRESNO STATE. The three (3) areas of emphasis (\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_, or \_\_\_\_\_\_\_\_\_\_\_\_\_) provide the four (4) elective classes for the program. The classes in each emphasis are described as follows:

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 4. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ARTICLE IV: CLASS DELIVERY**

Class delivery for the ABC Program is a hybrid model combining face-to-face classroom lectures and online learning. The Prerequisite Classes (taught by IPU) and core classes (taught by FRESNO STATE) are via face-to-face intensive lecture sessions. The elective classes (taught by FRESNO STATE) are via online learning. Table 1 sets forth the details of the class delivery:

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| --- |
| Table 1. Class Delivery Structure for ABC |
| Class | Format/Duration | Location/Instructor |
| Prerequisite Classes  | Face-to-face lecturesUp to a period of 3 monthsUp to 3 classes (9 units) | IPU classroom facilities IPU Instructors |
| Core Classes | Each class has 24 hours of face-to-face lectures supplemented by online learning activities if neededThursday and Friday 6:00 p.m. – 10:00 p.m.Saturday and Sunday 9:00 a.m.– 6:00 p.m. (including an hour for lunch)A total of 8 classes (24 units) in a period of up to 8 months | IPU classroom facilities FRESNO STATE Faculty |
| ElectiveClasses | Each class is a 4-week online class4 weeks for a class A total of 4 classes (12 units) in a periodof up to 4 months | OnlineFRESNO STATEFaculty |

**ARTICLE V: RESPONSIBILITIES OF FRESNO STATE**

Section 1. The delivery of the ABC Program will require extensive coordination and cooperation between FRESNO STATE and IPU. To ensure FRESNO STATE policies and procedures are implemented appropriately for student recruitment, application processing, and student services and logistical support of the classes, IPU will work closely with the College of Continuing Education of FRESNO STATE.

Section 2. The following are the responsibilities of FRESNO STATE which shall be performed at its own expense:

1. Assign faculty to the courses discussed herein as part of the ABC Program. FRESNO STATE has full discretion in making the determination as to which faculty will be assigned to meet the curricular needs and educational quality of the program.
2. Compensate FRESNO STATE faculty including salary, and travel, lodging and meal expenses for any and all teaching done as part of the ABC Program.
3. Process applications and admit applicants into the program, which includes establishing the admission criteria, reviewing applications, determining qualification records (i.e. determining whether students need to take Prerequisite Classes), and notifying applicants.
4. Create, maintain, and update the curriculum for the entire program.
5. Schedule in coordination with IPU all core and elective classes.
6. Develop, prepare, and deliver course material for core and elective classes.
7. Provide the necessary online learning platform to deliver elective classes. FRESNO STATE shall have full discretion and authority to determine the design and delivery of any and all online courses delivered as part of the ABC Program.
8. Provide administrative support for program activities that occur at FRESNO STATE.
9. Provide student support for class registration, grade recording, advancement to candidacy, and application for graduation at FRESNO STATE.
10. Confer the degree of ABC upon the successful completion of the program and upon meeting all graduation requirements.
11. Provide official transcripts for students enrolled or who have completed the ABC Program under the terms and conditions offered to students who matriculate at FRESNO STATE.
12. Maintain all appropriate student, faculty, academic and ABC Program files and records, consistent with FRESNO STATE current practices, policies and procedures regarding collection, maintenance, dissemination and security of such records and in compliance with applicable U.S. and California law and regulations.
13. Advise IPU on the requirements for any classrooms or other facilities required to conduct the ABC Program.
14. Make available to IPU information regarding the source for such ABC Program course materials such as textbooks, cases, software and other instructional support as may be necessary from time to time for the ABC Program so that IPU can obtain required licenses or agreements with publishers to make the materials available to students.
15. Advise and direct IPU regarding the handling of any student conduct issues, grade appeals, student complaints or requests for accommodations.

**ARTICLE VI: RESPONSIBILITIES OF IPU**

The following are the responsibilities of IPU, which shall be performed at its own expense:

Section 1. Market the ABC Program in the appropriate regions as determined together by FRESNO STATE and IPU, and recruit qualified applicants. IPU will be solely responsible for marketing the program for the duration of the agreement. IPU will bear all costs of publicity and promotion of the ABC Program as required and comply with [foreign country] law and regulation to recruit students, including any necessary disclosures, notices or other requirements. All marketing materials are to be approved by a Designated Representative of FRESNO STATE before they are released to the public.

Section 2. Provide classrooms, access to computer labs and technical support for classes.

Section 3. Provide administrative support for the ABC Program activities in [foreign country].

Section 4. Provide administrative support to FRESNO STATE instructors in [foreign country].

Section 5. Provide necessary library resources and computing support to students including, but not limited to access to computers to attend and complete any on line course work offered as part of the ABC Program.

Section 6. Provide onsite student support services as needed.

Section 7. Consult with FRESNO STATE regarding any issues involving privacy, record maintenance, disclosure and security, grade appeals, student complaints, request for accommodations or similar student issues and comply with the directive provided by FRESNO STATE with regards to the processing, handling and/or resolution of any such issues.

Section 8. Collect and forward the applications and necessary admissions material to FRESNO STATE and assist FRESNO STATE with the admissions process as requested by FRESNO STATE.

Section 9. Provide the necessary prerequisite classes in a timely and regular manner to allow their completion by students prior to enrolling in the ABC Program. Allow students to enroll in such classes and provide FRESNO STATE with notification of the completion of said classes. Provide and make available the classrooms needed to teach the prerequisite courses.

Section 10. Maintain student records with regards to any and all prerequisite classes in accordance with the standards set forth in Article IX: Section 11

Section 11. Compensate any and all IPU instructors who are assigned to teach prerequisite classes.

Section 12. Assist applicants who do not have a baccalaureate degree equivalent to a four-year baccalaureate degree to become qualified to be admitted into the Program.

Section 13. Provide TOEFL and GMAT information to applicants and advise students regarding applying for and taking such examinations.

Section 14. Provide data and reports necessary to facilitate accurate record keeping by FRESNO STATE in compliance with applicable U.S. and California laws and regulations.

Section 15. Communicate to all applicants and enrolled students the required Tuition and Fees for the ABC Program, the deadlines for paying Program Tuition and Fees and the methods for payment. Advise all applicants and enrolled students that such fees do not cover IPU’s regional fees or the cost of labs, textbooks, meals, computers and/or other instructional materials which are not the responsibility of FRESNO STATE. Advise any and all applicants that they are solely responsible for any other necessary item during the course of the ABC Program including, but not limited to, any medical insurance coverage.

Section 16. Collect and properly secure Program Tuition and Fees from admitted students in compliance with any and all applicable [foreign country] laws and regulations, including the collection of any required taxes thereon. IPU will be solely responsible for any taxes owed on such tuition to the government of [foreign country] and will indemnify FRESNO STATE from any liability for any such taxes which any governmental agency of [foreign country] determines are or owed, including any penalties thereon.

Section 17. Fulfill the financial responsibilities as specified in 0herein.

Section 18. Manage and provide site location logistics including sufficient fully furnished available classrooms and set-up and any required audio-visual and other technological needs.

Section 19. Provide and make fully available all the infrastructure facilities as necessary for the courses taught by FRESNO STATE Faculty on site at IPU for the benefit of students admitted to the Program as well as office space for FRESNO STATE Faculty when teaching courses in [foreign country].

Section 20. Manage order and delivery of textbook and other required course materials, including obtaining required licenses and agreements for the use of the books and materials, as well as provide adequate library and computer access at IPU’s expense. Such materials shall be made readily available to students for retail purchase at a reasonable cost.

Section 21. Manage day-to-day on-site operation details of the ABC Program as they arise.

Section 22. Secure all approvals, permits and documents that may be required by applicable law or regulation for the operation of the ABC Program in [foreign country].

Section 23. Not enter into any arrangement with any third party which might abridge any rights of FRESNO STATE under this Agreement.

Section 24. Become familiar with FRESNO STATE’S processes regarding the handling of student complaints, grade appeals, request for accommodations, and FRESNO STATE’S Code of Student Conduct. However, all such issues shall be referred to FRESNO STATE for handling and FRESNO STATE will make all determinations as to how to handle such issues and provide IPU with any needed directions as how to process and resolve such issues.

Section 25. Advise students that they are obligated to comply with the CSU Code of Student Conduct.

Section 26. Not take any action that will result in FRESNO STATE’S non-compliance laws or regulations of [foreign country].

Section 27. Not engage in false or misleading advertising or recruitment practices.

**ARTICLE VII: PROGRAM STRUCTURE AND REVENUE SHARING**

Section 1. Cohort /Class Groups. In order to commence a Cohort and for the obligations of the Parties to engage in providing the ABC Program, a minimum number of twenty (20) students must be admitted to and enrolled in the ABC Program and have paid Program Tuition and Fees. If within thirty (30) days of a scheduled date for commencement of instruction, there are not twenty (20) students who applied for and were admitted to the Program and who have paid the required Program Fees and Tuition, the Parties agree that the ABC Program will be cancelled and thereafter rescheduled after negotiation between the Parties as to a new commencement date and the admittance of the required minimum number of students. A maximum of forty-five (45) students will be admitted to and enrolled in the ABC Program in any one Cohort. The class size of any individual course in the ABC Program shall not exceed forty-five (45) students.

Section 2. Inaugural Cohort. Because the Parties are not sure what the level of demand will be for the ABC Program, the Parties agree that they will admit and enroll only one Cohort during the first two years of this Agreement (Inaugural Cohort). No later than the midpoint of the Inaugural Cohort, the Parties will meet and confer and jointly determine whether there is sufficient demand to offer the ABC Program to additional Cohorts. The Inaugural Cohort will have \_\_\_\_\_\_\_\_\_\_ as the emphasis. For the second and later Cohorts, FRESNO STATE and IPU will jointly determine the emphasis.

Section 3. Recurring Assumption. Each Cohort, once begun, will be supported by both Parties continuously until the end of the Cohort. Both parties agree that this Agreement cannot be terminated with regards to any particular Cohort once that Cohort has been enrolled and instruction has commenced. If and when the number of students enrolled in an ongoing Cohort declines to a level lower than twenty (20) students, FRESNO STATE has the discretion to modify the Class Delivery methodology described in Article IV herein as it deems appropriate within its sole discretion. If either Party is concerned about scheduling an additional Cohort at any point during the term of this Agreement, it will notify the other Party of such concern no later than the midpoint of the current cohort and the Parties will jointly determine whether to schedule future cohorts.

Section 4. Program Tuition and Fees and Revenue Sharing. Students enrolled in the Inaugural Cohort will pay Program Tuition and Fees in the amount of twenty four thousand, two hundred dollars (USD $24,200), not including additional IPU regional fees. The Parties may agree to increase the amount of such Program Tuition and Fees for future Cohorts. The Program Tuition and Fees covers the cost of instruction, but students are responsible for all other costs including but not limited to textbooks, meals, labs, or other teaching materials, in addition to any medical insurance. In addition, a non-refundable application fee of sixty dollars (USD $60) plus a one hundred forty-five dollars (USD $145) processing fee are required of each applicant which will be paid directly to FRESNO STATE. IPU determines the payment schedule for students.

1. Gross Program Fees and Tuition will be shared in the following proportions for the first three (3) years:

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| --- |
| Table 2. Revenue Share Percentage |
|  | FRESNO STATE  | IPU |
| Year 1 | 56% | 44% |
| Year 2 | 56% | 44% |
| Year 3 | 56% | 44% |

b. The revenue sharing percentages will be renegotiated for the fourth year and onwards.

c. IPU will transfer to FRESNO STATE its share of the Gross Tuition and Fees for the Inaugural Cohort based on the following schedule:

 1) Within thirty (30) calendar days of the commencement of the first class of each Cohort: USD $4,065 times (x) the number of students admitted and enrolled in the Cohort (30 percent). FRESNO STATE will determine and inform IPU of the number of students admitted and enrolled in the Cohort prior to the time that the payment is due to FRESNO STATE. IPU shall use the number of such students provided by FRESNO STATE in calculating the amount of payment due to FRESNO STATE under this Agreement.

 2) Within six (6) months of the commencement of the first class of each Cohort: USD $4,065 times (x) the number of students in the Cohort (30 percent). FRESNO STATE will determine and inform IPU of the number of students admitted and enrolled in the Cohort prior to the time that the payment is due to FRESNO STATE . IPU shall use the number of such students provided by FRESNO STATE in calculating the amount of payment due to FRESNO STATE under this Agreement.

 3) Within nine (9) months of the commencement of the first class of each Cohort: USD $5,422 times (x) the number of students in the Cohort (40 percent). FRESNO STATE will determine and inform IPU of the number of students admitted and enrolled in the Cohort prior to the time that the payment is due to FRESNO STATE. IPU shall use the number of such students provided by FRESNO STATE in calculating the amount of payment due to FRESNO STATE under this Agreement.

d. If such transfer by IPU does not occur within the time frames set forth herein, FRESNO STATE will provide written notice to IPU that it is in default under the terms of this Agreement. Upon receipt of such notice, IPU will have five (5) calendar days to cure such default. If no such cure occurs, it will be deemed a breach of the Agreement upon which scheduled classes will cease and FRESNO STATE will have the discretion to modify course delivery as set forth in Section 3 above.

e. The transfer amounts and schedule in the second and later Cohorts will be determined by both Parties in advance of the future Cohorts.

f. IPU will bear the cost of all [foreign country] taxes imposed on its share of revenues as well as any such taxes imposed on the portion of revenues attributable to FRESNO STATE.

g. Payment to FRESNO STATE shall be submitted via wire transfer with notification of the date of the wire transfer and the total wired amount to FRESNO STATE via email at \_\_\_\_\_\_\_\_\_ (or to any other email provided in writing by FRESNO STATE to IPU). Detailed wire instructions will be provided to IPU by FRESNO STATE.

**ARTICLE VIII: STUDENT ADMISSION CRITERIA**

FRESNO STATE will be the sole decision maker with regards to any and all admission decisions and will make any and all determinations with regards to whether any student or students must complete any Prerequisite Classes prior to enrolling in the program (as described in more detail in 0). FRESNO STATE will consider a variety of factors in evaluating student applications and deciding on their admissions. Evaluation factors include two general categories: academic qualifications and professional experience.

Section 1. General Academic Qualifications.

1. TOEFL (Test of English as a Foreign Language) score. This is a FRESNO STATE requirement for all students whose baccalaureate degree was granted from an institution located in a country where English is not the native language or English is not the principal language of instruction in all subjects (except foreign language studies) at that institution. One of the following TOEFL scores is acceptable:

|  |  |  |
| --- | --- | --- |
|  | Paper | Internet (iBT) |
| Undergraduate  | 500 | 61 |
| Graduate | 550 | 80 |

1. Four (4) year baccalaureate degree and a minimum of two point five (2.5) overall grade point average [on a four (4) point scale] or a minimum of two point five (2.5) grade point average in the last sixty (60) hours of coursework from an accredited institution. Applicants who do not have a four (4) year baccalaureate degree may request accommodation under 0
2. Completion of the Graduate Management Admissions Test (GMAT) is required for those applicants who have no full-time professional work experience.
3. Satisfy all other student requirements of FRESNO STATE which can be found at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, which include maintaining a minimum GPA of three point zero (3.0), required for graduation.

Section 2. Professional Experience. Applicants must provide: (1) a reverse-chronological resume of work experience (i.e., most recent experience first); and two (2) letters of recommendation from current and/or previous employers or instructors.

Section 3. Application Procedure. All required application materials must be received by FRESNO STATE’S Associate Dean for Graduate and External Programs Office no later than June 1 to be considered for Fall admission, and no later than September 1 for Spring admission. Application materials include:

1. Completed online application form at [web link].
2. Two sets of official transcripts sent directly from the undergraduate degree granting institution to FRESNO STATE. If it is impossible for applicants to have transcripts sent directly to FRESNO STATE or transcripts require translation and/or evaluation, they must:
3. Submit two photocopies of transcripts.
4. Request a course-by-course transcript evaluation report be sent directly to FRESNO STATE from one of the following Credential Evaluation Services to verify the authenticity of transcript copies and/or translate the foreign transcripts into US transcript equivalent:
5. WES (World Education Services);
6. ERES (Education Record Evaluation Service);
7. ECE (Educational Credential Evaluation);
8. ICES (International Credential Evaluation Service);
9. AACRAO (American Association of Collegiate Registrars Admissions Officers Credential Services).
10. Applicants with non-four-year baccalaureate degrees can request one of the above agencies to evaluate whether the degree is equivalent to a four-year baccalaureate degree. Applicants who need more academic units to be qualified for the ABC Program can earn units from an accredited institution or one approved by the Ministry of Education in [foreign country].
11. FRESNO STATE will consider special admission accommodation to ABC Program applicants on an individual basis. FRESNO STATE will be the sole decision maker with regards to any such determination.
12. Application fee of USD $60 plus a USD $145 processing fee made payable to FRESNO STATE.
13. GMAT scores issued by ETS (only for those applicants who have no full time professional work experience).
14. TOEFL scores (when required).
15. Resume.
16. Two letters of recommendation.
17. Applications should be sent to:

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| --- |
| Division of Graduate StudiesFRESNO STATE5200 North Barton M/S ML51Fresno, CA 93740 |

 FRESNO STATE will continuously work with IPU to ensure the quality and relevancy of the admission criteria.

Section 4. Discipline of Students and Award of Degree. FRESNO STATE will have the sole authority to determine when or if a student is to be dismissed or otherwise disciplined in accordance with FRESNO STATE policies and procedures. FRESNO STATE will have the sole authority to determine if a student has met the requirements necessary to be awarded a degree. These requirements pertain to all students working towards a degree and students in the ABC Program will be informed of the requirements necessary to earn the degree.

**ARTICLE IX: GENERAL PROVISIONS**

Section 1. Term. The term of this Agreement shall continue for a period of five (5) years or such time as the Parties mutually agree in writing to terminate this Agreement or earlier terminated as provided in 0 below. No later than six (6) months prior to the expiration of this Agreement, the Parties will meet and confer in an attempt to negotiate a new agreement. It is anticipated that the Inaugural Cohort will be enrolled in the Fall of 20\_\_ and both Parties will use their best efforts to accomplish this result.

Section 2. Early Termination. This Agreement may be terminated by either Party providing notice of such termination in writing no later than midpoint of an existing Cohort. Such termination will only apply to the commencement of future Cohorts and both Parties agree that any existing Cohorts shall continue until concluded in accordance with the terms of this Agreement.

Section 3. Governing Law/Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state and federal courts located in the County of FRESNO, State of California. The aforementioned choice of venue is intended by the Parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the Parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each Party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue or jurisdiction with respect to any proceeding brought in accordance with this paragraph, and stipulates that the state and federal courts located in the County of FRESNO, State of California shall have in *personam* jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement. Any final judgment rendered against a Party in any action or proceeding shall be conclusive as to the subject of such final judgment and may be enforced in other jurisdictions in any manner provided by law.

Section 4. Intellectual Property and Proprietary Rights. FRESNO STATE authorizes IPU to use FRESNO STATE/California State University Marks, and other proprietary materials (collectively referred to as “Proprietary Materials”) for the purpose of promoting, advertising or marketing FRESNO STATE Programs, provided that IPU strictly complies with the procedures outlined below.

1. IPU may not use any registered or registered FRESNO STATE Marks, trade names, pictures, graphics or other FRESNO STATE materials in any way whatsoever, without prior written authorization from FRESNO STATE. FRESNO STATE’S Marks cannot be altered in any manner and each use of FRESNO STATE’S Marks must be approved in writing by FRESNO STATE prior to IPU’s use.
2. FRESNO STATE shall make best efforts to promptly respond to any requests for authorization to use Proprietary Materials, and IPU shall refrain from distributing or otherwise using the promotional materials until it has received FRESNO STATE’S consent.

Section 5. Use of FRESNO STATE Name. In the event of any termination or expiration of this Agreement, IPU will immediately cease any use of the FRESNO STATE and California State University name, logo, and trademark in any way.

Section 6. Foreign Law. Compliance with the Law of [Foreign Country] is the Responsibility of IPU. IPU agrees to obtain and maintain all permits, licenses, and other approvals necessary for the contractual relationship between FRESNO STATE and IPU to be carried out.

Section 7. All notices under this Agreement must be in writing and sent by electronic mail and prepaid airmail or facsimile to the parties as follows:

|  |  |
| --- | --- |
| ToFRESNO STATE: | Division of Graduate StudiesFRESNO STATE5200 North Barton M/S ML51Fresno, CA 93740 |
| To IPU: | General ManagerIPU [street address]  |

 If a Party changes its address, facsimile number or electronic mail address, that Party must give prompt notice in writing of that change to the other Party.

Section 8. Use of Data. IPU shall not utilize any FRESNO STATE Academic Materials received by reason of this Agreement, for pecuniary gain not contemplated by the terms of this Agreement, regardless of whether IPU is or is not under agreement at the time such gain is realized.

Section 9. Endorsement. Nothing contained in this Agreement shall be construed as conferring on any Party hereto, any right to use the other Party’s name or logo as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other Party. Furthermore, nothing in this Agreement shall be construed as endorsement of any commercial product or service by FRESNO STATE, the CSU, its officers or employees.

Section 10. Severability. It is expressly agreed and understood by the Parties hereto that if any provision of this Agreement is held to be unconscionable or invalid under any applicable law, it is deemed to that extent to be omitted and the balance of the Agreement shall remain in full force and effect.

Section 11. Privacy of Personal Information. CSU and IPU will keep confidential at all times any and all information and personal data received from the other relating to teaching strategy, students and tutors, and their performance and progress. Unless compelled by law, no personal data received from the other party will be divulged to any third party without the prior written approval of the individual to whom such personal data relates. The CSU is, and IPU may be, subject to various privacy, freedom of information and public records laws, and CSU and IPU agree that they will co-operate and provide all necessary assistance within the legal limits of each country in order to comply with these legal obligations.

Section 12. Non Disclosure. All financial, statistical, personal, technical and other data and information relating to FRESNO STATE’S operation which are designated confidential by FRESNO STATE and not otherwise subject to disclosure under the California Public Records Act, and made available to IPU in order to carry out this Agreement, or which become available to IPU in carrying out this Agreement, shall be protected by IPU using the same level of care in preventing unauthorized disclosure or use of the confidential information that it takes to protect its own information of a similar nature, but in no event less than reasonable care. IPU shall not be required under the provisions of this clause to keep confidential any data or information that is or becomes publicly available, is already rightfully in IPU’s possession, is independently developed by IPU outside the scope of this Agreement, or is rightfully obtained from third parties.

Section 13. Alteration. No alteration or variation of the terms of the Agreement shall be valid unless made in writing and signed by the Parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.

Section 14. Entire Agreement. This Agreement and the attachments hereto constitute the entire agreement between the Parties with respect to the subject matter hereof and supersedes any previous agreements whether written or oral and shall govern the respective duties and obligations of the Parties.

Section 15. Force Majeure.

1. Neither Party shall be liable for any delays in the performance of any of its obligations hereunder due to causes beyond its reasonable control, including but not limited to fire, strike, war, riots, acts of any civil or military authority, acts of God, judicial action, unavailability or shortages of labor, materials or equipment, impaction or enrollment restrictions ordered by the California State University, or failure or delay in delivery by suppliers or delays in transportation.
2. Upon occurrence or discovery of the force majeure event, whichever comes first, the Party suffering the force majeure will: (a) promptly notify the other Party in writing of an event of force majeure; the expected duration of the event and its anticipated effect on the ability of the Party to perform its obligations; and (b) make reasonable efforts to remedy the event of force majeure.
3. If by reason of force majeure any Party is unable to perform any fundamental obligation or condition of this Agreement and such non-performance continues for a period of six (6) calendar months, the other Party may upon giving to the other Party affected by the force majeure (30) thirty days notice, terminate this Agreement.

Section 16. Changes in Law. In the event that there is a change in laws, orders, rules, regulations and directives of any duly constituted federal, state and local governmental authorities having jurisdiction, and any applicable tariffs, rules and requirements of the governments of [foreign country], the United States or the State of California and political subdivisions thereof that renders foreign educational institutions’ provision of educational programs in [foreign country] pursuant to this Agreement illegal or legally unenforceable, this Agreement shall automatically terminate. In the event that the Agreement is terminated as a result of changes in law or regulation, neither Party shall be in default.

Section 17. Amendments. This Agreement may be amended at any time by mutual agreement of the Parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by both Parties.

Section 18. Assignment. IPU shall not assign this Agreement or any right or duty under this Agreement without the prior written consent of FRESNO STATE, which can be withheld at its discretion. Any request for such consent shall be accompanied by the proposed written assignment.

Section 19. Subcontracting. IPU shall not subcontract to any other person, entity or agency the performance of any of its obligations under this Agreement without the prior written consent of FRESNO STATE, which may be withheld at its discretion. Any request for such consent shall be accompanied by the proposed written agreement between IPU and the third party in question.

Section 20. Captions. Captions and headings in this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.

Section 21. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

Section 22. Independent Status. It is understood and agreed that the Parties are independent contractors and that no relationship of employer-employee exists between them. The Parties further agree that FRESNO STATE is the sole employer of FRESNO STATE Faculty assigned to teach in the ABC Program and that IPU has no employer/employee relationship with the FRESNO STATE Faculty. IPU also acknowledges and agrees that FRESNO STATE does not have any employment relationship with any of IPU’s employees and IPU is solely responsible for insuring that it is in compliance with all laws and regulations of [foreign country] governing its relationship with its employees. IPU further agrees that if and when any such employee of IPU and/or the government of [foreign country] asserts any claim against FRESNO STATE based on any perceived or claimed employment relationship between IPU’s employees and FRESNO STATE, IPU shall indemnify and defend FRESNO STATE against any such claim including retaining and paying for any legal fees or judgment incurred in [foreign country].

Section 23. No Third Party Beneficiaries. Nothing in this Agreement shall be construed to create a legal right in third party to enforce its terms or to subject either Party to liability for any failure to comply with its obligations hereunder.

Section 24. No Denial of Remedy or Defense. Nothing in this Agreement shall be interpreted as a denial to either Party of any remedy or defense available to it under the laws of the State of California; the consent of the State of California or its agent and agencies to be sued; or a waiver of sovereign immunity or any other governmental immunity of the State of California and FRESNO STATE beyond the extent of any waiver provided by law.

Section 25. Authority. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

Section 26. Agreement. Unless otherwise provided in this Agreement, all costs and expenses incurred in connection with this Agreement will be paid by the Party that incurs the cost or expense; the other Party will have no liability for such cost or expense.

Section 27. Waiver of Rights. A failure or delay by either Party in exercising any of its rights or remedies under this Agreement does not constitute a waiver of the rights or remedies, nor does any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies of the Parties provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by the law.

Section 28. Indemnification.

1. IPU. IPU agrees to indemnify, defend and save harmless FRESNO STATE, its officers, agents and employees from any and all claims, losses, damages, or expenses, and liabilities arising out of or in any way connected with, accruing or resulting from this Agreement for claims, damages, expenses or liabilities for loss or damage to property or person or for any death or injury to any person or persons in proportion to and to the extent that such claims, damages, expense or liabilities arise from the negligence or willful acts or omissions of IPU, or its officers, agents, employees, assigns, subcontractors and/or successors.
2. FRESNO STATE. FRESNO STATE agrees to indemnify, defend and save harmless IPU, its officers, agents and employees from any and all claims, losses, damages, or expenses, and liabilities arising out of or in any way connected with, accruing or resulting from this Agreement for claims, damages, expenses or liabilities for loss or damage to property or person or for any death or injury to any person or persons in proportion to and to the extent that such claims, damages, expense or liabilities arise from the negligence or willful acts or omissions of FRESNO STATE, or its officers, agents, employees, assigns, subcontractors and/or successors.

Section 29. Insurance Requirement(s). [The appropriate insurance provision(s) is/are to be inserted by the campus risk manager after consultation with Systemwide Risk Management]

 Section 30. Incentive Payments. The Parties certify that they have not given any incentive benefit directly or indirectly (monetary or in kind) to any employee of FRESNO STATE, for the purpose of obtaining, or in connection with, this or any other agreement.

Section 31. Authoritative Version. The English version of this Agreement shall be the authoritative version of the Agreement for all purposes. In the event of a conflict between the English version and any translation of this Agreement, the English version shall control.

**ARTICLE X: REPRESENTATIONS AND WARRANTIES**

Section 1. FRESNO STATE represents and warrants that:

1. FRESNO STATE is the state of California, acting in its higher education capacity and has the legal capacity to enter into this Agreement.
2. The FRESNO STATE Academic Materials do not infringe upon any statutory copyright, trademark right, or upon any common law trademark right, privacy right, publicity right, proprietary right or any other right whatsoever, or contain any obscene, indecent, scandalous, libelous, defamatory, or unlawful matter.

Section 2. IPU represents and warrants that:

1. IPU is legally in good standing and duly established in [foreign country] and has the legal authority to enter into this Agreement, has full power and authority to grant the rights herein granted and will hold FRESNO STATE hereunder harmless from and against any loss, cost, liability, and expense arising out of any breach of this warranty.
2. IPU has obtained all necessary approvals and permits required by applicable law and rules, regulations, or IPU policies necessary to enter into and perform the obligations of this Agreement.
3. IPU academic materials are comprised of original works.
4. IPU academic materials do not infringe upon any statutory copyright, trademark right, or upon any common law trademark right, privacy right, publicity right, proprietary right or any other right whatsoever, or contain any obscene, indecent, scandalous, libelous, defamatory, or unlawful matter.

**ARTICLE XI: EXECUTION**

**By signing below, each of the following represent that they have authority to execute this Agreement and to bind the Party on whose behalf their signature is made.**

|  |  |
| --- | --- |
| California State University,FRESNO STATE | IPU School of Management [foreign country] |
| Dr. John D. Welty,President | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[Jones, Title]  |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 201\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 201\_ |

1. A more detailed ABC Program proposal is attached hereto as Exhibit A and incorporated herein. To the extent any language in Exhibit A contradicts the terms of this Agreement, and the Parties cannot resolve such contradiction, the terms of this Agreement control. [↑](#footnote-ref-1)