AGREEMENT

THIS AGREEMENT is made on the day of , 2011

BETWEEN

IOWA STATE UNIVERSITY (ISU), Ames, Iowa, United States of America

AND

DALIAN POLYTECHNIC UNIVERSITY (DPU) of Gan Jing Zi District,
Dalian, 116034, China

WHEREAS

1. Iowa State University (ISU) is an international, prestigious university with a friendly welcoming personality. Approximately 28,000 students choose from 100 majors, study with world-class scholars and hone their leadership skills in more than 750 student organizations. It is a culturally diverse school with students from all 50 of the United States and from more than 110 countries.

2. DPU is a comprehensive Higher Education University in China, specializing in student training associated with light industry, such as Fashion Design and Engineering, Fine Art, Biological and Food Engineering, etc. It is a state-owned university, administratively under the authority of Liaoning Provincial Department of Education. DPU emphasizes on providing great learning experiences for students. Some excellent courses have been honored as National or Provincial Model Courses in China.

NOW IT IS HEREBY AGREED

1. INTERPRETATION

For the purpose of this Agreement:
"Commencement Date" shall mean 2011.

"Intellectual Property Rights" shall mean any patents, trademarks, service marks, design rights (whether registerable 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 now known or future whether registerable or not in any country.

2. GENERAL PROVISIONS

2.1 This Memorandum summarizes the Terms of Agreement between ISU and DPU. It refers specifically to the development and implementation of the following degree program: "2+2" Bachelor's degree program and it will be offered for undergraduates and diploma students from DPU with majors in Biological Engineering, Food Engineering, and Food Quality and Safety.

2.2 The 2+2 degree completion program will be offered to the Chinese students who are enrolled at DPU and completed the first two years of academic study with course content acceptable for transfer to the ISU degree program they desire admission into. The students will come to ISU's Bachelor degree programs to take two (or more if necessary) year's course work. The qualified academic credits earned by the students in their first and second year of study at DPU will be transferred into their Bachelor degree programs at ISU. After the completion of appropriate degree requirements at ISU, the students will be granted the Bachelor degree by ISU. Degrees will be awarded at a graduation ceremony. (At ISU the actual diploma will be mailed to the students shortly after the graduation ceremony).

2.3 All 2+2 degree students from DPU will pay appropriate tuition and other fees to Iowa State University during their period of study at Iowa State University.

2.4 The Department of Agricultural and Biosystems Engineering (ABE) at ISU will
accept 3-5 scholars from DPU per year as visiting scholars free of tuition and fees. DPU will pay for the travel, living expenses, health and accident insurance of these persons. ABE will assist in arranging for appropriate accommodation for these scholars which the scholars will pay for using the living expense allowance provided by DPU.

2.5 The term of this agreement is five years from 2011 to 2015, and it can be renewed afterwards with mutual consent.

3. ISU'S DUTIES

During the continuance of this Agreement, ISU shall act in good faith and shall:

3.1 Provide DPU with such supplies of its prospectuses, brochures, application forms and other promotional literature as are reasonably required by DPU and which are necessary for the performance by DPU of its obligations under this Agreement;

3.2 Use its best endeavors to ensure that any or all staff engaged in fulfilling its obligations under this Agreement shall be trained to a high professional standard in all aspects of student recruitment and project management. Such training to include, where possible, familiarization visits to DPU and meetings with representatives of DPU. All travel and accommodation costs in relation to such training, visiting and meetings shall be borne by the Department of Agricultural and Biosystems Engineering at ISU.

3.3 ISU will make all reasonable endeavors to provide DPU students with approved or appropriate accommodation on or off campus which will, as far as reasonably practicable, be provided at the standard market rates paid by the students themselves.

3.4 ISU will reissue admission documentations to those students who have been previously accepted but failed to obtain visa at the first instance.

4. DPU'S DUTIES
4.1 DPU shall use its best endeavors to advise prospective students on course entry requirements and on prospective students' applications generally as directed by ISU, and shall disclose to ISU all information in deciding whether to offer a place or places to a prospective student or students.

4.2 DPU shall use its best endeavors to ensure that any or all staff engaged in fulfilling DPU’s obligations under this Agreement shall be trained to a high professional standard in all aspects of student recruitment and counseling, such training to include, where possible, familiarization visits to the ISU and meetings with them. All travel and accommodation costs in relation to such training, visiting and meetings shall be borne by DPU.

4.3 DPU shall address all postal communications, enquiries or formal applications submitted by it to the International Students and Scholars Office and ABE at ISU. All such enquiries or formal applications will be recorded by the International Students and Scholars Office and will be checked against student registrations. It is recommended that DPU also keeps its own record of the applications submitted to ISU.

5. SHARED DUTIES

Neither party shall, without prior written authorization from the other party, use the name of that other party for purposes unconnected with this Agreement and, in any event, will not knowingly make any public statements of an adverse or prejudicial nature in relation thereto.

6. CONFIDENTIALITY

The 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.

7. INTELLECTUAL PROPERTY

Except as provided by this Agreement, neither party shall make use of any Intellectual property of the other party without the expressly written consent of that other party.

8. DURATION AND TERMINATION

8.1 This Agreement shall come into effect on the Commencement Date and shall continue in force for the Term.

8.2 Either party shall have the right to terminate this Agreement at any time for no cause by giving the other party sixty days notice in writing. The termination of the agreement shall not affect the students who are already enrolled in ISU through the execution of the agreement.

8.3 Either party shall have the right to terminate this Agreement forthwith by written notice to the other:

8.3.1 In the event the other shall be guilty of any material breach, non-observance or non-performance of its obligations hereunder and shall not have remedied such breach, non-observance or non-performance (if it is capable of remedy) within thirty (30) calendar days after notice thereof in writing; Such termination shall not affect the execution and conclusion of specific activities in effect under terms of this MOU, nor publication and dissemination of results of research in progress.

8.3.2 In the event the other shall be unable to repay its debts in the ordinary course of business or enter into liquidation whether compulsory or voluntary or have a receiver appointed or otherwise become subject to any insolvency proceedings or laws.

9. ASSIGNMENT AND SUB-CONTRACTING

Neither party shall without the prior consent in writing of the other, assign or
sublet whole or any part of the services duties or obligations which they are to undertake pursuant to this Agreement.

10. FORCE MAJEURE

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.

Contact Persons

On behalf of ISU: Chenxu Yu, Assistant Professor, ABE, ISU

On behalf of DPU: Yu Chen, Director, Office of International Collaboration, DPU

Signed for and on behalf of ISU by

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Name: Gregory L. Geoffroy
Title: President of Iowa State University

Signed for and on behalf of DPU by

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Name:
Title: President of Dalian Polytechnic University