

AGREEMENT FOR FORMALIZED PROGRAM OF COLLABORATION
between
WASHINGTON UNIVERSITY IN ST. LOUIS
SCHOOL OF ENGINEERING & APPLIED SCIENCE
on behalf of its
DEPARTMENT OF ENERGY, ENVIRONMENTAL AND CHEMICAL ENGINEERING
and
TSINGHUA UNIVERSITY, SCHOOL OF THE ENVIRONMENT

The School of Engineering & Applied Science ("SEAS") at Washington University in St. Louis ("WashU"), on behalf of its Department of Energy, Environmental and Chemical Engineering ("EECE"), located in St. Louis, Missouri, United States of America, and Tsinghua University ("Tsinghua"), on behalf of its School of Environment ("SOE"), located in Beijing, China, desiring to expand scholarly ties, facilitate academic cooperation, and promote mutual understanding, have agreed to establish a formalized program of collaboration. The first step was a Memorandum of Understanding ("MOU", Annex A) executed June 5, 2017 which set forth four program elements: (i) joint research symposiums; (ii) faculty research exchanges; (iii) joint PhD research fellowships; and (iv) collaborative degree programs. This Agreement details the provisions for the Tsinghua-WashU Joint Education Program in Environmental Engineering (JEPEE) for Tsinghua undergraduate students to study at WashU and for WashU students to study at Tsinghua.

SECTION I

GENERAL PROVISIONS OF THE COLLABORATIVE DEGREE PROGRAM FOR TSINGHUA UNDERGRADUATE STUDENTS TO STUDY AT WASHINGTON UNIVERSITY IN ST. LOUIS

A. **General Structure.**

1. Qualified students shall be in the third (3rd) year of their undergraduate program at SOE and may apply to WashU for admission as a student non-candidate for degree ("SNCD"). Up to six (6) SOE Students may be admitted to the JEPEE each year. SOE will notify Students who meet the eligibility criteria that they may apply for admission by the deadline set by SEAS. Applications shall be submitted online through the WashU Overseas Programs Study Abroad Portal. WashU reserves the right to require Students to complete standard admission forms/applications and provide any other necessary documents. This Agreement does not guarantee the Students acceptance into WashU. WashU reserves the right of final approval on the admission of a Student to the JEPEE; a committee of EECE faculty will make admissions decisions after SEAS has reviewed each application for completeness and for meeting WashU eligibility requirements.
2. During their fourth (4th) academic year, Students admitted to the JEPEE under SNCD status will engage in a full-time course of study that is oriented toward completing: (1) the requirements of their bachelor's degree at Tsinghua; and (2) earning credits toward a WashU "Certificate in Engineering Science Studies" for International Partner Students. Students will be required to take a full load of courses and are expected to complete a senior thesis supervised by an EECE faculty member; co-supervision by a Tsinghua faculty member is encouraged but not mandatory.

Students in the fourth (4th) year with undergraduate SNCD status will have access equal to that of all other WashU students to library, computing, laboratory, and other facilities required for education and research. At the end of this year, the Students will be able to transfer to Tsinghua the academic credits required to complete their bachelor's degree at SOE. As soon as practicable at the end of this academic year, WashU will issue a transcript directly to each Student and provide Tsinghua with any other evaluation of the Students' work that may be required for Tsinghua's conferral of the undergraduate degree. No undergraduate degree will be conferred upon the Students by WashU. Student participants may be awarded non-degree bearing credentials, such as certificates.

3. In the spring/summer following the fourth (4th) academic year, Students will submit a thesis to SOE, transfer WashU credits to Tsinghua, and complete any other requirements for the bachelor's degree from Tsinghua.
4. The policies, rules, regulations, and procedures of WashU and SEAS will govern Student admission, registration, academic standing, credits, conferral of degrees, and all other academic operations.
5. During the fourth (4th) academic year, contingent upon satisfactory performance, Students in the JEPEE may be nominated by EECE and/or SOE for continued, graduate-level participation in the JEPEE. There are four opportunities:
 - a. WashU Master of Engineering in EECE;
 - b. Tsinghua Master of Science in Engineering (through SOE);
 - c. WashU PhD in EECE; or
 - d. Tsinghua PhD in Engineering (through SOE).

Students nominated by EECE for participation in the graduate-level JEPEE towards earning a Master of Engineering in EECE may receive incentives and benefits such as fast-track application and admission to the graduate program. Typically, students are not financially supported by the Department or School in the Master of Engineering program in EECE.

Students nominated by EECE for participation in the graduate-level JEPEE towards earning a PhD in EECE may receive incentives and benefits such as fast-track application and admission to the graduate program, and the opportunity to apply to the McDonnell International Scholars Academy program. While students will be selected from this program, other qualified undergraduate students from Tsinghua University can also be considered for admission to the PhD program in EECE. Dissertation research jointly supervised by faculty from universities is encouraged but not required. Students admitted to the PhD program will receive a stipend and tuition waiver for the entire PhD program if their academic performance meets the department **minimum** standards.

Admission decisions for the EECE graduate programs will be made by the department faculty based on recommendations from the EECE Graduate Committee. WashU will review applications, confirm that Students meet minimum admission requirements, and formally admit Students to the graduate program, contingent upon completion of their bachelor's degree at Tsinghua.

Students in the EECE Master of Engineering program can typically complete the degree in one year. Students **in** the EECE doctoral program can typically complete the degree

four-to-five years after starting the program. WashU degrees will be conferred in accordance with the degree deadlines of the SEAS.

- B. JEPPEE Officers: Review and Oversight. All matters pertaining to the JEPPEE created by this Agreement shall be administered by the Vice Dean for Education of SEAS as the JEPPEE Officer for WashU, and by the SOE Associate Dean for Academic Affairs as JEPPEE Officer for Tsinghua. Each JEPPEE Officer is responsible for regularly reviewing the JEPPEE created under this Agreement to assess the desirability and feasibility of continuing the relationship between the Parties under the present terms. Both Parties shall develop mechanisms for communication between faculty of SEAS, EECE and SOE to assure oversight of the academic progress and mentoring of Students, and the effectiveness of the operations of the JEPPEE.
- C. Language Ability. SOE Students seeking admission to the JEPPEE must demonstrate language proficiency with a minimum score of 577 on the written TOEFL examination, or its equivalent on other versions of the examination, i.e. 233 on the computer version or 90 on the iBT version. Alternatively, students must pass the Tsinghua English Test Level II.
- D. Visa/Immigration Requirements. Students are responsible for complying with all visa/immigration requirements, laws, and regulations of the United States of America, including obtaining and maintaining the appropriate visa and/or permits needed for participation during the entire duration of the JEPPEE. Students admitted to the JEPPEE will be issued the necessary immigration documents by WashU to obtain the appropriate visa. WashU shall bear no responsibility for those Students who fail to obtain and maintain any visa or who fail to comply with the visa/immigration requirements, laws, and regulations of the United States. Students must keep WashU informed of any changes in his/her immigration status.
- E. Tuition and Fees. The tuition fee will be waived for the fourth (4th) year of a Bachelor's degree at the host university provided the student remains in full-time status.
- F. Medical Costs. Neither Party will assume any obligations for payment of medical insurance and medical or dental treatment costs of the Students. SOE Students must enroll in the Washington University Student Health Insurance Plan and are not allowed to waive out of the plan unless they are on a US based employer plan through a US based insurance company.
- G. Travel and Transportation. Travel and transportation (domestic and international) costs are to be borne by the individual Students admitted to the JEPPEE. Neither Party shall be responsible for such costs.
- H. Local Costs/Expenses: Accommodations. Local costs, such as accommodations, meals, textbooks, course materials, and other personal expenses regarding participation in the JEPPEE at WashU shall be the responsibility of each individual Student. Neither Party shall be responsible for such costs/expenses. WashU will assist Students in obtaining accommodations to the extent feasible. WashU requires each Student pay a health and wellness fee and must pay for an on-campus (if living in WashU housing) or off-campus (if living in non-WashU housing) meal plan.
- I. Rules and Regulations. Students will be required to comply with the laws of the United States of America and the State of Missouri as well as the rules and regulations of WashU. Any breach of WashU rules and regulations for personal, academic and professional conduct will be dealt with in accordance with the established policies and procedures of WashU. Conflict resolution and Student grievances shall be handled in accordance with the policies of WashU.

- J. Information Sharing. To the extent permitted by law, the Parties agree to the timely sharing of any information relating to possible concerns, disciplinary or otherwise, that either Party may have, or of which either Party is aware, relating to a Student participating in the JEPEE pursuant to this Agreement. Each Party also agrees to provide, to the extent permitted by law, timely responses to any reasonable requests for information that the other Party may make regarding a Student participating in in the JEPEE pursuant to this Agreement.
- K. Withdrawal and Dismissal. WashU shall have the right to require a Student to withdraw from WashU at any time if the Student's work or behavior has clearly not met the requirements of WashU. The academic policies of WashU shall be followed concerning good academic standing, academic probation , and dismissal.
- L. Confidentiality of Student Records. Both WashU and Tsinghua will secure a release from its students participating in the Exchange Program authorizing WashU and Tsinghua to provide information protected from disclosure under the Family Educational Rights and Privacy Act to each other for purposes of this Exchange Program.

The Host Institution will provide the Home Institution with transcripts and documentation regarding the students ' academic performance during the exchange period; provided, however , that under state and U.S. federal laws protecting the privacy of student education records, Tsinghua may not disclose education records of a student enrolled as an exchange student without the student's written permission.

SECTION II
GENERAL PROVISIONS OF THE COLLABORATIVE DEGREE PROGRAM FOR STUDENTS
OF WASHINGTON UNIVERSITY IN ST. LOUIS TO STUDY AT TSINGHUA
UNIVERSITY

Details for WashU students to attend Tsinghua University for undergraduate courses and/or to pursue a Master of Science in Engineering program will be established and set forth in a separate MOU to be prepared by Tsinghua University School of Environment.

SECTION III
MISCELLANEOUS

- A. Intellectual Property. The Parties agree that Students participating in the JEPEE shall be responsible for complying with intellectual property, privacy, and export laws and regulations of the United States of America and the State of Missouri .
- B. Non-Discrimination. Both Parties subscribe to a policy of equal opportunity and do not discriminate on the basis of gender, age, race, ethnicity, national origin, or religion. Both Parties shall abide by these principles in the administration of this Agreement, and neither Party shall impose criteria for application and admission of Students that would violate the principles of non-discrimination. In addition, both Parties do not discriminate on the basis of sexual orientation (including gender identity and gender expression) in accordance with the respective policies of each Party.

- C. Financial Obligations; Limitation of Resources Committed. Neither Party shall assume any financial obligations under this Agreement except as specifically provided for. This Agreement does not create an obligation for either Party to provide resources necessary to carry out any part of this Agreement except as approved by the Party responsible for providing those resources.
- D. Amendment/Modification. No amendment or modification to this Agreement, including any amendment or modification of this paragraph, shall be effective unless in writing and signed by both Parties.
- E. Term and Termination. This Agreement will be in effect until one or both Parties communicate the desire to alter or terminate the Agreement. Should one Party decide to terminate the Agreement, it will be officially terminated six months after the notification is received and acknowledged by the other Party. The event of termination will not affect participants from completing their ongoing activities at the host institution.
- F. Notices. Any notices required to be given under this Agreement shall be directed and sent to:
- WashU/SEAS: Attn: Vice Dean for Education (Jay Turner)
 School of Engineering and Applied Science
 Washington University in St. Louis
 Brauer Hall, Room 1033
 One Brookings Drive
 St. Louis , MO 63130, U.S.A.
 Email: j1turner@wustl.edu
- Tsinghua/SOE: Attn: Associate Dean for Academic Affairs (WU Ye)
 School of Environment
 Division of Air Pollution and Its Control
 Tsinghua University
 100084 Beijing, China
 Email: ywu@tsinghua.edu.cn
- G. Use of Names, Marks, Logos. Each Party agrees it will not use the other Party's name(s), mark(s), or logo(s) in any advertising, promotional material, press release, publication, public announcement, or through other media, whether written, oral, or otherwise, without the prior written consent of the other Party. Prior written consent will not be required for use of the other Party's name in the context of factual or descriptive statements regarding the subject matter of this Agreement.
- H. Relationship of Parties. This Agreement does not create any agency, partnership, joint venture, or employment relationship between the Parties.
- I. Insurance. Each party shall maintain, at its own cost and expense, commercial general liability insurance in the minimum amount of \$1,000,000 per occurrence, \$2,000,000 general aggregate limits for bodily injury, personal injury, wrongful death and property damage claims caused by, or arising out of, actions, facilities, acts or omissions of its own trustees, officers, directors, employees and/or agents. Evidence of such insurance shall be provided to the other party upon request.

- J. Indemnification. Host Institution agrees to indemnify and hold harmless Home Institution and its trustees, officers, directors, employees, agents and affiliates from and against any and all claims, demands, actions, settlements, or judgments, based upon or arising out of this Agreement, to the extent that such claims, demands, actions, settlements, or judgments are occasioned by the sole negligent acts or omissions of Host Institution, its agents, servants, instructors, or employees. Home Institution agrees to indemnify and hold harmless Host Institution and its officers, directors, employees, agents and affiliates from and against any and all claims, demands, actions, settlements, or judgments, based upon or arising out of this Agreement, to the extent that such claims, demands, actions, settlements, or judgments are occasioned by the sole negligent acts or omissions of Home Institution, its agents, servants, instructors, or employees.
- K. Governing Law/Forum. This Agreement shall be governed by and construed under the laws of the State of Missouri, USA, and each party expressly agrees that the forum for any lawsuits or proceedings arising from and incident to this Agreement shall be exclusively in the federal United States Eastern District of Missouri or in the Circuit Court of St. Louis County, Missouri.
- L. Non-Exclusive Agreement. This Agreement should not be construed as an exclusive contract and the Parties, at their option, may enter into similar agreements with other entities.
- M. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding the subject matter. All prior discussions, agreements, and understandings between the Parties regarding the subject matter, whether oral or in writing, are hereby merged into this Agreement.
- N. Dispute Resolution. The Parties will use their best efforts to negotiate in good faith and resolve any dispute or difference arising between them in regard to the interpretation (including the legality, validity, and enforceability) of, the Parties' respective rights and obligations under, a breach of, any matter arising out of, or the termination of, this Agreement. If any such dispute cannot be settled amicably through ordinary negotiations by the representatives of the Parties, either Party may give the other Party notice that it wishes to refer such dispute to the President or Chancellor of each Party (or their respective designees), in which event, such individuals will, during a thirty (30)-day period following the date of such notice, attempt to resolve such dispute. If such dispute is not resolved prior to the expiration of such thirty (30)-day period, the dispute will be finally and conclusively settled by arbitration in accordance with the UNCITRAL Arbitration Rules ("Arbitration Rules") then in effect, by three arbitrators appointed in accordance with the Arbitration Rules, with the seat of arbitration to be St. Louis, Missouri. English will be the language of the arbitration. A written transcript in English of the arbitration hearing will be made and furnished to the Parties, with the costs of the transcript to be borne, in the first instance, equally by the Parties. The arbitrators will be empowered to award specific performance, injunctive relief, and other equitable remedies as well as damages, but will not be empowered to award punitive or exemplary damages. The final arbitration award will be binding on the Parties and enforceable in accordance with the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards. To the extent that a Party may in any jurisdiction claim for itself or its assets immunity from suit, execution, attachment, or other legal process, both Parties hereby agree not to claim and hereby irrevocably and fully waives such immunity for purposes of arbitration and the arbitration award.

This Agreement is completed in English and Chinese, with both versions being equally authentic and with equal legal status. In the case of any discrepancy between the two versions, the English version shall prevail. This Agreement is hereby signed in two (2) copies in each language, with one (1) copy in each language remaining in the possession of each Party.

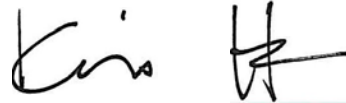
WASHINGTON UNIVERSITY IN ST. LOUIS



Dean Aaron F. Bobick
School of Engineering & Applied Science

2 August 2018
Date

TSINGHUA UNIVERSITY



Dean HE Kebin
School of Environment

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Date