COHORT PROGRAM AGREEMENT

WHEREAS, the University of Louisiana at Monroe ("University") is a quality educational institution in the United States of America, fully accredited, with numerous outstanding academic programs and an emphasis on innovation and practical preparation for "real-world" careers.

WHEREAS, it is the mission of the Sino-American Education Service Center ("Center"), duly licensed, to assist students in the Republic of China on Taiwan with locating and matriculating into quality academic programs outside of that country, especially the United States.

It is hereby agreed by both University and Center that:

Center will publicize and promote agreed upon "cohort" programs, as defined below, through University, to Center's core constituency in Taiwan. This promotion will take the form of paid advertisements in whichever media Center deems appropriate and effective (print, electronic, Internet-based, etc.). Said promotion may also take the form of postal mailings, handbill distribution and any other formats deemed by Center to be appropriate and effective. Center will organize and conduct meetings and workshops at its own facilities to educate prospects about University's programs, as described below. Center will also maintain full-time staff on premises to field questions by telephone, email and in person from walk-ins. The costs of such publicity and promotion will be borne entirely by Center.

University will provide the actual educational programs to matriculated students and issue degrees (and certifications, when appropriate) after successful completion of all requirements.

DEFINITION OF COHORT PROGRAMS. A cohort, by definition, involves a group of students attending classes as a discrete (separate) group, not in the company of other students at the school, outside the cohort program. The construct is derived from an Asian cultural context which gives primacy to groups as opposed to individuals, and to group-oriented activities.

SPECIFIC PROGRAMS OFFERED. The first five programs to be developed will be: (1) Middle School Education (M.Ed.), (2) Computer Science Education (M.Ed.), (3) Music Education (M.Ed.), (4) Educational Leadership (M.Ed.) and (5) Teaching English as a Foreign Language (M.Ed.). An add-on ESL certification option will be available for programs 1-4. Target enrollment for each cohort group will be 10-15 students. In the event that a cohort group falls short of the minimum enrollment, students will attend regular University classes.

CULTURAL COMPONENTS. University will organize for program participants one weekend trip to New Orleans and one weekend trip to Dallas, the fees for which are

detailed in Addendum A. Cohort program participants will further partner with undergraduate students during professional block and will go to school sites to observe and learn about the U.S. school system. This partnership will allow both students to learn about each other's cultures and educational systems. (If sufficient interest exists, Center can organize for University trips and study programs for U.S. students to Taiwan, China and other locations in Asia.)

STUDY TIMETABLE. The first group of students will arrive in January 2010, completing their coursework by the end of December 2010. University's foreign language department will create an ESL workshop for students who want to improve their language skills. The master's program subject area classes will begin in January. The second group of students will arrive in July (Summer II) or August 2010, depending on whether preliminary ESL coursework is called for and complete their coursework in August 2011.

COSTS OF PROGRAMS. The costs of the programs will be as enumerated in the sheet prepared by Dr. Thillainatarajan Sivakumaran, Assistant Dean of Assessment & Accreditation, attached here as "Addendum A." Nonresident fees will be waived.

QUALIFICATION FOR GRADUATE ASSISTANTSHIP. Students who are admitted into the program and pass the ESL test may then apply for and receive, if deemed by University qualified, a graduate assistantship.

MECHANICS OF APPLICATION & PAYMENT. Center representatives will interview and counsel each prospective applicant with regard to suitability for University programs. Those applicants who appear to represent a good fit will be administered both an English-language competency exam and a subject area exam at Center facilities under controlled conditions. Only those who achieve a score of 70 percent or better on both tests will be assisted with completing an application for the University program of interest to them. All applicants for graduate-level programs will hold four-year college degrees from accredited institutions. A certification of proof of said degree will be provided to University as a condition of matriculation. Upon acceptance to the program, Center will collect from applicant in advance complete program tuition and wire the funds in total to University in accordance with bank wiring instructions, to be provided by University. Center will collect from students recruited by Center reasonable fees to cover its costs and profit margin. University will not be responsible for payment of any monies to Center.

SEPARATION OF HOUSING EXPENSES FROM OTHER EXPENSES. For University's convenience, Center will collect in advance from successful applicants: (1) tuition for full academic program, (2) international student insurance fees and (3) fees for weekend excursions. These monies will be wired to University by Center in advance of student's arrival. Students who elect on-campus housing will make those arrangements directly with University and pay whatever fees are involved directly to University or appropriate division.

AGREEMENT OF EXCLUSIVITY. The Center will be considered the exclusive representative for the University in Taiwan. "Exclusive" in this context means that (1) there will be no collaboration with other recruiting organizations in Taiwan and (2) if students from Taiwan apply directly to University in one of the Cohort Program subject areas at the same degree level, they will be considered enrolled in our Cohort Program and will be referred to Center for application. Center will be making a substantial monetary investment to promote University's programs which will of necessity include the school's name. Center will have no claim on any "residual" benefits to University of promotion, such as students from Taiwan applying to other programs and degree levels. Center's promotion will inevitably raise awareness of University throughout both Taiwan and Asia

OTHER GEOGRAPHIC AREAS. It is the Center's intention to explore for University the feasibility of recruiting students for University in the following countries, apart from Taiwan: The People's Republic of China (aka the PRC and mainland China) – including Hong Kong – Japan, Malaysia, Singapore, Thailand and Vietnam. University will allow Center three years from the signing of this agreement to develop recruitment programs with regard to the above-mentioned countries before collaborating with any other organizations for the purpose of recruiting students from these countries. The recruitment efforts in these countries would be based in part on the successful track record of the Taiwan Cohort Programs. For this reason, some time is required to develop and implement recruitment efforts in these additional countries. Center will utilize its expertise and credibility within Asia for purposes of recruitment programs in the above-mentioned countries.

INDEPENDENT CONTRACTOR STATUS. Center will be considered an independent contractor, not an employee of the University.

ADDITIONAL RESPONSIBILITIES OF CENTER. Center will exercise all due professional care to accurately and faithfully represent all aspects of academic programs at University for which recruitment efforts are implemented. This care will be exercised in terms of publicity/promotion, workshops/presentations and individual communication with interested prospects who inquire about said programs to Center personnel by phone, email or in person. Center will not "guarantee" admission to any University program, as formal admission will be the prerogative of University based upon its review of the applicant's admission file.

ADDITIONAL RESPONSIBILITIES OF UNIVERSITY. University shall provide Center and its representatives with reasonable requested information about school and academic programs to assist Center with recruitment and matriculation. University shall designate contact persons for Center to provide support and follow-up in a timely manner with regard to applications, I-20 processing and any legitimate questions that may arise. Neither University nor Center or any of their representatives assume any liability whatsoever for the other directly or indirectly.

University and Center agree to protect, defend, indemnify, save and hold harmless each other, their Departments, Agencies, Boards and Commissions, their officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of University or Center, their agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by University or Center as a result of any claim, demands, and/or causes of action except those claims, demands, and/or causes of action arising out of the negligence of University or Center, their Departments, Agencies, Boards, Commissions, their agents, representative, and/or employees. University and Center each agree to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agree to bear all other costs and expenses related thereto, even if it (claim, etc.) is groundless, false or fraudulent.

This agreement will be valid from the date signed by both parties and will be automatically extended as long as the Cohort Programs are active.

Agreed and Signed by:	
50.5	Lack Wong
University Official Signature	Center Representative Signature
DR. STEPHEN RICHTERS Printed Name	Jack Wang Printed Name
V.P. ACADEMIC AFFAIRS Title	General Manager Title
7 22 04) Date	7/22/2009 Date
·	/

ADDENDUM A (page 1)

Cost of Tuition and Required Fees*

Fall 2009.45 (for 12 hours and above)

1928.45 (for 9 hours and above)

 Spring
 1920.00

 Summer I
 1670.00

 Summer II
 1670.00

The ESL workshop will be for 6 credit hours at \$2000, a cost to be shared equally by all students enrolled in the workshop. If 10 students are enrolled, for example, the cost per student will be \$200. If only 2 were enrolled, the cost would be \$1000 per student.

Students who wish to continue extra ESL workshop after initial period may do so concurrently with their coursework. Above 12 credit hours, there is no additional fee for additional hours.

Other Fees

International Student Insurance

Fall 156.00 Spring 156.00 Summer I 85.00 Summer II 85.00

482.00

Vehicle Registration

1 Year **50.00**

^{*}Fees subject to increase, as per university regulations/policies.

ADDENDUM A (page 2)

1. Students will either stay in ULM dorms or outside housing. Prices are listed for both.

On Campus Living

On Campus 1 Bed, 1 Bath Apartment (Most Expensive) Fall, Spring, Summer 11,790.00

OR On Campus Commons I Double Occupancy

Fall	1735.00
Spring	1735.00
Summer I	290.00
Summer II	290.00
Winter Break	380.00
Intersession	180.00

4610.00

Total \$5,000 - 12,000

International Students are allowed to stay in a dorm for \$15.00 per day for days not covered during semesters or sessions.

Off Campus Living

Average Apartment Rent Monthly

400.00 - 500.00

Utilities

100.00 - 150.00

500.00 - 650.00 per month 6000.00 - \$7800 yearly

Total \$6,000 - \$7,800

2. Two out of town tours will be planned for Dallas and New Orleans. One in the fall and one in the spring.

Week-end Trips to New Orleans and Dallas

Hotel Food 100.00 -- 130.00 per night 40.00 -- 50.00 per day

140.00 - 180.00

X 2 days

280.00 - 360.00 per person

Attractions

30.00 - 40.00 per trip

310.00 - 400.00 per person for a 2 night stay

X 2 trips

620 - 800

Total \$620 - \$800

 Students will partner with undergraduate students during professional block and will go to school sites to observe and learn about the U.S. school system. This partnership will allow both students to learn about each other's culture and school system