

ARTICULATION AGREEMENT
between
California State University, Fresno
and
National Changhua University of Education

This Agreement is entered into between the Trustees of the California State University on behalf of California State University, Fresno's College of Arts and Humanities, collectively "FRESNO STATE"), and National Changhua University of Education's Department of Linguistics, (collectively "NCUE"). FRESNO STATE and NCUE are referred to collectively as the Parties.

This Agreement sets forth the terms and conditions pursuant to which the Parties agree to collaborate to provide a quality education to students in Taiwan and assist them to successfully matriculate to FRESNO STATE through a "1+1 Master's Program" in Linguistics.

ARTICLE I: INTRODUCTION

Section 1. FRESNO STATE is an accredited campus of the California State University, located in Fresno, California, United States. FRESNO STATE's Department of Linguistics offers a Master of Arts in Linguistics.

Section 2. NCUE is an accredited Taiwanese university with the proper recognition of the Taiwan Ministry of Higher Education, and desires to form a collaborative relationship with FRESNO STATE to provide graduate level instruction in Linguistics to students from Taiwan who have been accepted by FRESNO STATE's MA in Linguistics program.

Section 3. NCUE and FRESNO STATE hereby agree to form a collaborative relationship to enroll students from Taiwan in FRESNO STATE's MA in Linguistics program upon successful completion of up to nine (9) units in graduate level Linguistics courses (from courses listed in Attachment C), which have been pre-approved and articulated by FRESNO STATE (in its entirety, the "Program"). Students shall be admitted to FRESNO STATE subject to meeting the minimum admission requirements for the program (see Attachment A), as well as satisfying the English proficiency requirement (see Attachment B) and all other requirements in accordance with FRESNO STATE admission requirements in existence at the time of a student's application for admission to FRESNO STATE through the Program.

ARTICLE II: REPRESENTATIONS AND WARRANTIES

Section 1. FRESNO STATE represents and warrants that it is the State of California, acting in its higher education capacity, and has the legal capacity to enter into this Agreement.

Section 2. NCUE represents and warrants that it:

- a. is an educational entity in good standing in the Country of Taiwan;
- b. has the legal authority to enter into this Agreement; and
- c. has obtained all necessary approvals and rights required by applicable laws, rules and regulations necessary to enter into, and perform under, this Agreement.

ARTICLE III: RESPONSIBILITIES OF NCUE

Section 1. NCUE shall maintain and offer Linguistics courses pre-approved by FRESNO STATE to students who have been accepted to FRESNO STATE through the Program (Attachment C). Any modification to Attachment C must be mutually agreed to by the Parties in writing.

Section 2. NCUE shall maintain academic records of all students in the Program and shall issue transcripts upon students' request.

Section 3. NCUE shall provide an equal level of academic rigor, standards and benefits to the students in the Program as it does to NCUE's other students, including but not limited to issuing student identification cards and providing full access to the library and other student facilities and resources.

Section 4. At no time shall NCUE:

- a. Represent itself as a FRESNO STATE entity, partner, agent or representative.
- b. Suggest to prospective students or students that they can come to the United States on a student visa with a primary purpose other than full-time study.
- c. Make any false or misleading comparisons (or claims of association) between FRESNO STATE and any other educational institution.
- d. Make any representation that FRESNO STATE is or is not associated with any other educational institution.
- e. Facilitate applications for prospective students who do not satisfy or comply with FRESNO STATE admission requirements.
- f. Offer any guarantees to prospective students or students about uncertainties such as whether they will be granted a student visa; whether they will be admitted to the Program; or the likelihood of obtaining financial aid or scholarships.

- g. Give to any third parties, including but not limited to students or prospective students, any promotional or other Program-related information that has not been pre-approved in writing by FRESNO STATE.
- h. Commit FRESNO STATE to accept any prospective student or student into the Program.
- i. Undertake any advertising or promotional activity (including distributing or otherwise publishing any materials) about FRESNO STATE or the Program without FRESNO STATE's prior written consent.
- j. Use any registered or unregistered California State University or FRESNO STATE Marks without prior written authorization from FRESNO STATE. "Marks" means logos, trademarks, 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.

ARTICLE IV: RESPONSIBILITIES OF FRESNO STATE

Section 1. FRESNO STATE, through its International Admissions office and the MA program in Linguistics in KSE, shall review student applications and issue acceptance to qualified applicants into FRESNO STATE's MA in Linguistics program.

Section 2. FRESNO STATE shall grant and allow students to transfer up to nine (9) academic semester (or equivalent term) units for all pre-approved academic courses completed by students with satisfactory grades from NCUE, as described in Attachment C.

Section 3. FRESNO STATE shall maintain academic records of all students in the Program and shall issue transcripts upon students' request.

ARTICLE V: FINANCIAL RESPONSIBILITIES

No monetary or other consideration will be exchanged between the Parties.

ARTICLE VI: DISCONTINUANCE OF THE PROGRAM

Section 1. This Agreement shall remain in force for five years from the date of signing. It may be terminated "at will" by either Party with thirty (30) days' written notice.

Section 2. Should this Agreement expire or be terminated, students issued acceptance letters and/or currently enrolled in the Program shall be allowed to complete their education under the terms and conditions of this Agreement.

Section 3. Within thirty (30) days of expiration or termination of this Agreement, each Party shall return to the other Party all of such other Party's Program materials (including photocopies) by registered mail or reputable international courier. Each Party shall then permanently destroy any electronic copies of the other Party's materials. It is the intent of this Agreement that upon expiration or termination, neither Party shall retain any of the other Party's Program materials, Program-related materials or proprietary information.

Section 4. Subject to Section 2 above, upon the expiration or termination of this Agreement, each Party shall immediately cease making any representations of any collaboration between the Parties, except as is necessary to conclude pending application(s). The expiration or termination of this Agreement does not affect any accrued rights or remedies of either Party.

ARTICLE VII: MISCELLANEOUS

Section 1. Compliance with Taiwan Law. Compliance with the law of Taiwan is the sole responsibility of NCUE. NCUE agrees to obtain and maintain all permits, licenses and other approvals required in connection with the operations contemplated herein.

Section 2. Privacy. CSU and NCUE 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 NCUE may be subject to various privacy, freedom of information and public records laws, and CSU and NCUE 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 3. Governing Law. 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 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 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. Insurance.

Under Taiwanese Law, NCUE confirms that it is permissibly self-insured for damages, claims or actions in amounts sufficient to support the indemnifications set forth above. NCUE also confirms that its self-insurance shall be primary in connection with all indemnification and/or hold harmless obligations set forth in this agreement.

Section 5. Non-Exclusive Agreement. This is a non-exclusive Agreement, and either Party may contract with third parties to provide other similar programs.

Section 6. No Agency or Partnership Relationship. It is expressly understood that no employee, agent, partner or representative of either Party is an employee, representative, partner or agent of the other Party:

- a. Each Party performs under this Agreement as an independent contractor, and has no authority to represent or bind the other Party.
- b. No Party's employees are entitled to unemployment or workers' compensation benefits from the other Party.
- c. NCUE shall require its Program staff and instructors to acknowledge in writing that (i) they are not employees, representatives, partners or agents of FRESNO STATE; (ii) they shall not represent themselves as such; and (iii) they have no authority to represent or bind FRESNO STATE.

Section 7. Assignment. NCUE 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 8. Subcontracting. NCUE 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 NCUE and the third party in question.

Section 9. No Endorsement. Nothing contained in this Agreement shall be construed as conferring on any Party, any right to use the other Party's name as an endorsement of any product or 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 an endorsement of any commercial product or service by FRESNO STATE, its officers, employees or agents.

Section 10. No Third-Party Beneficiaries. Nothing in this Agreement shall be construed to create a legal right in any Program participant or other third party to enforce its terms or to subject either Party to liability to any participant or other third party for any failure to comply with its terms.

Section 11. 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.

Section 12. Entire Agreement. This Agreement sets forth the entire agreement between the Parties with respect to the subject matter herein. No modification or amendment to this Agreement shall be binding upon the Parties unless made in writing and duly executed by authorized representatives of both Parties.

Section 13. Force Majeure. Neither Party shall be liable for any failure or delay in the performance of any of its obligations hereunder due to any causes beyond the reasonable control of the Party whose performance is affected, including but not limited to fire, strike, war, riots, acts of terrorism, acts of any civil or military authority, acts of God, judicial action, communicable disease outbreak, epidemic or pandemic, unavailability or shortages of labor, materials or equipment, or failure or delay in delivery by suppliers, delays or disruption of transportation, or other similar cause.

In the event of a Force Majeure occurrence, the Parties agree to jointly discuss and implement any mutually agreeable ways to minimize the consequences of such Force Majeure occurrence on each other and on Study Abroad or Visiting Students then participating in the program. Such measures may include, to the extent deemed reasonable and feasible by the Parties under the then-existing circumstances, continuing instruction in alternative modalities during the pendency of the Force Majeure occurrence in order to minimize the loss of credits and time to degree for Study Abroad or Visiting Student

Section 14. Impact of COVID-19. The Parties acknowledge that the full impact of COVID-19 is not currently known or reasonably foreseeable. In the event that circumstances related to COVID-19, or to any reoccurrence of the COVID-19 outbreak, reasonably prevent a Party from performing its obligations hereunder, the Party whose performance is affected may invoke the Force Majeure clause of this Agreement and be excused from liability for its failure or delay in performing its obligations, even if the circumstances related to COVID-19 were foreseeable at the time of the Parties' execution of this Agreement. In such event, the Parties, as required by Section 13 above, will jointly discuss and implement any mutually agreeable ways to minimize the consequences of such Force Majeure occurrence on each other and on Study Abroad or Visiting Students then participating in the

program. Such measures may include, to the extent deemed reasonable and feasible by the Parties under the then-existing circumstances, continuing instruction in alternative modalities during the pendency of the Force Majeure occurrence in order to minimize the loss of credits and time to degree for Study Abroad or Visiting Students.

Section 15. Impaction. The CSU will not be liable for any failure or delay in the performance of any of its obligations hereunder due to impaction or enrollment restrictions ordered by the California State University

Section 16. Invalidity and Severability. If any of the provisions of this Agreement are determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provisions shall be severed from the Agreement, and the remaining provisions shall remain in full force and effect; provided, however, that with respect to any material provision so severed, the Parties shall negotiate in good faith to achieve the original intent of such provision.

Section 17. Incentive Payments. NCUE certifies that it has 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.

ARTICLE VIII: INDEMNIFICATION

Section 1. NCUE shall defend, indemnify and hold harmless California State University and each of their trustees, officers, employees, agents and volunteers from and against any and all liability, loss, expense, or claims for injury or damages arising out of, resulting from, or in connection with the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of NCUE, its officers, subcontractors, assignees, appointees, agents, or employees.

Section 2. California State University shall defend, indemnify and hold harmless NCUE and its trustees, officers, employees, subcontractors, appointees, agents and volunteers from and against any and all liability, loss, expense, or claims for injury or damages arising out of, resulting from, or in connection with the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of California State University, its officers, agents, or employees.

ARTICLE IX: NOTICES

All notices under this Agreement must be in writing and sent by prepaid airmail and electronic mail as follows:

To FRESNO STATE:

Dr. Sarah Lam, Assistant Vice
President of International Affairs
5150 N. Maple Ave., M/S JA56
Tel: +1.559.278.0171
E-mail: sarahl@csufresno.edu

To NCUE:

Dr. Hui I Kung, Department Head
of English
No. 1 Jin-De Road, Changhua
City, Changhua County, Taiwan
Tel: +866.4.7232105 ext.2501
E-mail: hikung@cc.ncue.edu.tw

Any changes to the above must be promptly provided in writing to the other Party.

ARTICLE X: CONCLUSION

This Agreement shall be effective when signed by all signatories. Signatures below indicate acceptance of the terms, conditions, and responsibilities contained herein and represent that the signatories are authorized to bind the respective Parties.

California State University, Fresno

National Changhua University of Education



Dr. Joseph I. Castro, President

Date: 11/9/2020

Dr. Ming-Fei Chen, President

Date:

ATTACHMENT A

Admission Requirements

MA in Linguistics,
Option in General Linguistics
Option in TESOL/SLAT

- Undergraduate degree in linguistics or equivalent
- A completed Application for Admission on Cal State Apply or paper application
- Official transcripts from all post-secondary institutions attended
- Minimum GPA of 2.90 or higher
- Statement of Purpose
- Two (2) Sealed Letters of Recommendation
- TOEFL/IELTS Score (See Attachment B)

Additional information regarding program admission requirements can be found at
<http://www.fresnostate.edu/artshum/linguistics/degrees-programs/graduate/>

ATTACHMENT B

FRESNO STATE ENGLISH LANGUAGE REQUIREMENT

In addition to meeting all other admission requirements outlined in Attachment A, NCUE students must fulfill the English language requirement for admission in one of the following:

- 1) a score of 80 on the Internet Based TOEFL (iBT);
- 2) a band score of 6.5 on the IELTS; or,
- 3) a written waiver by the academic department.

ATTACHMENT C

Year 1 Courses at NCUE

The Department of Linguistics, California State University Fresno will transfer up to 3 courses (maximum 9 credits) from the following courses offered by the National Changhua University of Education in Taiwan.

Fresno State Course #	Fresno State Course Title	NCUE Course Title
Ling 244	Curriculum Design and Classroom Evaluation	Testing & Evaluation in Language Education
Ling 231T	Seminar in Linguistics	Bibliography/Research Methods & Research Methods in English Education
Ling 237	Teaching Reading & Writing to Speakers of Other Languages	Topics in English Teaching Writing & Topics in Reading Research

ATTACHMENT D

NCUE courses that satisfy Fresno State Linguistics graduate program prerequisites.*
 MA in Linguistics with an Option in TESOL/SLAT

Fresno State Course #	Fresno State Course Title	NCUE Course Title
Ling 139	General Phonetics	Studies in Phonetics English Phonetics
Ling 141	Teaching English to Speakers of Other Languages	Studies in Linguistics and TEFL Introduction to English Teaching, Teaching English as a Second/Foreign Language, Materials and Methods in English Teaching
Ling 142	Phonology	Contemporary Phonology
Ling 143	Syntax	Advanced Syntax Syntax
Ling 148	Sociolinguistics	Sociolinguistics
Ling 165	Language Acquisition	Second Language Acquisition, Introduction to Language Learning
Ling 171	Practicum in TESL	Research in English Teaching: Theory and Practice Practicum in TESL

*(NCUE courses in blue are graduate courses, and courses in red are undergraduate courses.)

ATTACHMENT E

NCUE courses that satisfy Fresno State Linguistics graduate program prerequisites.*
 MA in Linguistics with an Option in General Linguistics

Fresno State Course #	Fresno State Course Title	NCUE Course Title
Ling 139	General Phonetics	Studies in Phonetics English Phonetics
Ling 142	Phonology	Contemporary Phonology
Ling 143	Syntax	Advanced Syntax Syntax
Ling 148	Sociolinguistics	Sociolinguistics
Ling 165	Language Acquisition	Second Language Acquisition, Introduction to Language Learning

*(NCUE courses in blue are graduate courses, and courses in red are undergraduate courses.)

ATTACHMENT F

Fresno State courses that satisfy the requirement for the MA degree in Linguistics with an Option in TESOL/SLAT.

Fresno State Course #	Fresno State Course Title
Ling 236	Teaching Listening, Speaking, and Pronunciation to Speakers of Other Languages
Ling 239	Graduate Seminar in Phonetics
Ling 241S	Graduate Seminar in Teaching English as a Second Language
Ling 242	Graduate Seminar in Phonology
Ling 243	Graduate Seminar in Syntax
Ling 248	Graduate Seminar in Sociolinguistics
Ling 265	Graduate Seminar in Language Acquisition

Culmination Experience: Comprehensive Exam

They will return to NCUE and complete a Master's there, which requires a thesis.

ATTACHMENT G

Fresno State courses that satisfy the requirement for the MA degree in Linguistics with an Option in General Linguistics*

Fresno State Course #	Fresno State Course Title
Ling 239	Graduate Seminar in Phonetics
Ling 242	Graduate Seminar in Phonology
Ling 243	Graduate Seminar in Syntax
Ling 248	Graduate Seminar in Sociolinguistics
Ling 249	Field Methods
Ling 265	Graduate Seminar in Language Acquisition
An elective	A prerequisite course or an upper-division undergraduate linguistics course or a graduate course taken at FS

Culmination Experience: Comprehensive Exam

They will return to NCUE and complete a Master's there, which requires a thesis.

*A maximum of 9 prerequisite or upper-division undergraduate units taken at FS can be used towards the MA degree.