

**Amendment 2 to the Joint Program(s) Agreement
Webster University, USA
And
Shanghai University of Finance and Economics, P. R. China**

THIS AMENDMENT is entered into this 19th day of February 2005 by and between Webster University, 470 East Lockwood Avenue, St. Louis, MO 63109 (hereinafter referred to as “Webster”) and Shanghai University of Finance and Economics, 777 Guoding Road, Shanghai, 200433, P. R. China (hereinafter referred to as “SUFE”), also referred to in this document as “the parties”.

This amendment expands the second-five year “Joint Program(s) Agreement, Webster and Shanghai University of Finance and Economics” dated May 12th, 2001, after referred to “the undergraduate agreement”.

WHEREAS, for the past eight years the Ministry of Education has consistently approved and recognized the Joint MBA Program.

WHEREAS, the Joint Program has improved from the start, and already has graduated 700 MBA students.

WHEREAS, since the start of the Joint MBA Program, the economy has changed to include: globalization of PRC companies.

WHEREAS, all levels of society are benefiting from systematic management and business systems, there is a need for course and degree studies in undergraduate learning.

WHAREAS, SUFE and Webster have studied and consulted together developing this program since 2000.

NOW, THEREFORE, the parties amend the agreement as a part of their joint cooperation to provide business education on the undergraduate level.

1. Both of the parties should bear in mind the rules for the Regulations of the People's Republic of China on Chinese-Foreign Cooperation in Running Schools.
2. SUFE and Webster agree to cooperate in undergraduate business studies, providing a range of opportunities and development for students, faculty and staff members who are involved in the teaching and administration of the program from both institutions.
3. The parties have cooperated to create a curriculum plan, textbooks and other materials to support the program. These materials are being developed.
4. Both parties will cooperate to develop the program, but SUFE will grant an undergraduate degree to successful students in the program.
5. The parties agree to seek and use high-quality global educational standards to benefit the students.
6. Program courses shall be jointly selected to reflect cutting edge knowledge, ensure the compatibility with SUFE's curriculum and the guidelines of the Ministry of Education of China. It is hoped that the experience of this program can help develop a comprehensive curriculum for all undergraduate students at SUFE.
7. Webster will undertake the following responsibilities as a partner in the joint cooperation:
 - a) Provide all necessary documentation and assistance to SUFE to enable an application for use in an undergraduate joint-cooperation.
 - b) Allowing an agreed upon number of SUFE instructors and professors to study at WU facilities tuition-free.
 - c) Allowing an agreed upon number of SUFE students to study at WU as visiting students.
 - d) Assisting students in their efforts to obtain a visa to the U.S. or other Webster locations
 - e) Webster will grant the certificate of studying attendance and transcript to SUFE visiting students.

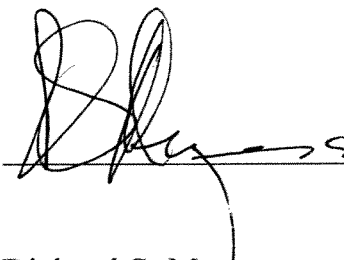
- f) Sending SUFE advance information on classes available at various Webster locations in the United States, Europe and Asia.
 - g) Assisting in the enrichment plan for the majors, this includes, but is not limited to, the following majors: Accounting (International Accounting), Management (International Trade, International Business, Real Estate management).
 - h) Develop curriculum planning, and textbooks.
 - i) Provide Webster instructors and professors from the Joint MBA Program and provide at least twenty percent of the instruction at the Shanghai location, excluding language-training courses.
8. SUFE will undertake the following responsibilities as a partner in the joint cooperation.
- a) Provide for modern classrooms and facilities for the students and faculty.
 - b) Provide for equipment necessary for instructions, including projectors, and classroom computers.
 - c) Provide necessary documents that will allow students and faculty from WU to obtain visas from China.
 - d) Assist in the enrichment plan for the majors, which includes, but is not limited to, the following majors: Accounting (International Accounting), Management (International Trade, International Business, Real Estate management).
 - e) Develop curriculum planning, and textbooks.
 - f) Pay Webster professors who teach in the undergraduate program.
 - g) Payment to Webster for teaching of such Program courses at SUFE shall be determined and dependant on the qualifications of the Webster teacher, the specific Program course and the student evaluation methods engaged.
 - h) SUFE shall assign a staff member to assist the professor from Webster in the course planning, curriculum design and grading of papers.
9. SUFE and Webster will develop a joint undergraduate program management committee for developing, and operating the program. The

committee will be composed of five members (three from SUFE, two from Webster). Major activities or events are subject to consent by the Committee (See details in appendix).

10. This agreement will be effective from the date of signing, subject to revision or modification by written agreement. This agreement can be suspended or terminated by either party in writing eight month in advance; meanwhile, both parties must be responsible for completing the program underway.
11. In case that this Agreement is terminated, neither Webster nor SUFE shall be liable to the other for any monetary or other losses that may result wherefrom.
12. The parties agree that there will be two copies of the agreement; one in Mandarin and the other in English, both versions being endowed with equivalent legal capacity, and each will be in agreement.


WEBSTER UNIVERSITY

SHANGHAI UNIVERSITY OF
FINANCE AND ECONOMICS



_____ 4/6/05

Richard S. Meyers Date
President



_____ 02/19/2005

Tan Min Date
President

中国上海财经大学与美国韦伯斯特大学

关于合作项目协议修正案二

中国上海财经大学（以下称“上海财大”）中华人民共和国，上海，国定路 777 号，200433 与美国韦伯斯特大学（以下称“韦大”）911 Washington Ave. St. Louis, U.S.A. Mo 63101-1243, 于 2005 年 2 月 19 日订立了两校间“关于合作项目协议的修正案二”。该修正案中，上述两所大学以下称“双方”。

本修正案扩充了于 2001 年 5 月 12 日签署的第二个五年的“上海财经大学与韦伯斯特大学合作项目”（以下称为“本科教育合作项目”）。

鉴于过去 8 年中教育部一直坚定地认可并支持 MBA 合作项目。

鉴于从建立至今，合作项目不断发展并业已拥有 700 名 MBA 毕业生。

鉴于自 MBA 合作项目开始以来，经济形势发生了变化，包括中国企业的不断全球化。

鉴于社会的各个层面均从系统性管理中受益以及商业系统理论在本科教育过程中的必要性。

鉴于自从 2000 年起，上海财大与韦大共同研究和探讨，并致力于开发本项目。

因此，目前，作为该合作项目的一部分，协议双方出于为本科学生提供商业课程的目的修改本科教育合作项目。

一、 双方须遵循《中华人民共和国中外合作办学条例》。

二、 上海财大与韦大同意在本科商科教育中合作，同意为来自双方院校的学生、教师及参与该项目教学活动与教学管理的工作人员提供一系列的发展机会。

三、 双方业已共同制定教学大纲、教科书以及其它资料用以支持该项目。上述资料将被重新修订。

四、 双方将合作开发本项目，上海财大将为本项目中的合格毕业生颁发本科学历证明。

五、 双方同意寻找并应用全球范围内高质量的教育标准使学生受益。

六、 该项目的课程应该由双方共同选择，项目的课程既要能反映尖端的知识又要确保与上海财大的课程和中国教育部的大纲兼容。希望该项目的经验能够对上海财大所有的本科学生的综合课程的拓展有所帮助。

七、 韦大作为合作项目中的一方将承担如下责任：

7.1 为上海财大提供资料与帮助，满足其在本科合作项目中的需要。

7.2 允许一定数量的上海财大导师和教授前往韦大免费进修。

7.3 允许一定数量的来自上海财大的学生以访问学生的身份前往韦大学习

7.4 帮助学生获得美国或其它韦大校址所在地的签证。

7.5 为参与在韦大学习的上海财大学生授予学习结业证明和学习成绩证明。

7.6 向上海财大通报韦大在美国、欧洲、亚洲等地分校课程情况的最新信息。

7.7 参与丰富课程计划。其中包括，但不限于，如下学科：会计学（包

括国际会计学), 管理学 (包括国际贸易、国际商务、房地产经营管理) 等。

7.8 修订教学大纲以及教科书。

7.9 从MBA合作项目中抽调导师及教授, 并在上海地区讲授至少20%的该项目的学科专业课程, 不包括语言培训课程。

八、 上海财大作为合作项目中的一方将承担如下责任:

8.1 为学生和教师提供先进的教室与配套设施。

8.2 提供教学所需的一切设备, 包括: 投影仪和电脑。

8.3 为韦大的学生和教师能在中国获得签证提供必要的文件。

8.4 参与丰富课程计划。其中包括, 但不限于, 如下学科: 会计学 (包括国际会计学), 管理学 (包括国际贸易、国际商务、房地产经营管理) 等。

8.5 修订教学大纲以及教科书。

8.6 支付本科合作项目中韦大教授的工资。并且, 该工资应依韦大教师的资格、具体的项目课程以及学生的评价而定。

8.7 上海财大应该指定一个员工在课程计划、课程设计和批改试卷过程中帮助来自韦大的教授。

九、 上海财大与韦大将成立由5位成员 (其中3位成员来自上海财大, 2位成员来自韦大。5位成员共同承担中外合作本科教育项目的管理工作) 组成的中外合作本科教育项目管理委员会用以发展和执行该项目。中外合作本科教育项目的主要活动和主要事项须经该委员会同意。(见附件:《中外合作本科教育项目管理委员会章程》)

十、 根据“成文协议修改规定”，本协议自签署之日起生效。协议双方中任一方如对本协议提出异议或欲终止本协议，须提前 8 个月用文本的形式提出。同时，双方必须共同承担完成本项目的责任。

十一、 在该协议终止的情况下，上海财大与韦大都不对另一方可能由此而引起的任何金钱和其它损失负责。

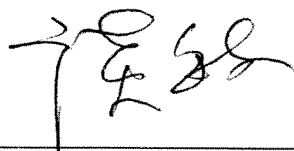
十二、 本修正案一式二份，用中、英文写就，具有同等的法律效力。并且，每一份修正案必须经双方法人代表签字后生效。

谈敏 校长

中国

上海财经大学

签字:



日期:

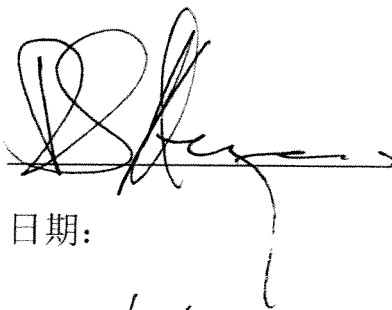
2005.02.19

Richard S. Meyers 校长

美国

韦伯斯特大学

签字:



日期:

4/6/05
