

**MEMORANDUM OF UNDERSTANDING
BETWEEN YIKE EDUCATION TECHNOLOGY CO., LTD (EDUCARE
INTERNATIONAL INCORPORATED or "EPIE") -- CHINA
AND UNIVERSITY OF CENTRAL MISSOURI -- USA**

This Memorandum of Understanding (MOU) is entered into on this 9th day of March 2023 by and between the **YIKE EDUCATION TECHNOLOGY CO., LTD (EDUCARE INTERNATIONAL INCORPORATED or "EPIE")**, 2175 Hudson Ter. APT 6I, Fort Lee, New Jersey 07024 and **UNIVERSITY OF CENTRAL MISSOURI, ("UCM")**, 116 W. South St, Warrensburg, MO, USA, in recognition of the mutual benefits of interaction between the two institutions and the continuation of the successful relationship of the parties to offer UCM courses and credits to non-degree seeking students recruited by EPIE to enroll in online courses. The parties hereby agree as follows:

I. PURPOSE

UCM, recognizing the value of international cooperation, agrees to become one of the U.S. partners of EPIE. The purpose of this MOU is to clarify how non-degree seeking students who are admitted to other accredited universities in the U.S. and Canada may enroll in UCM online courses and when successfully completed may receive official academic transcripts delivered to their home institution reflecting the work they completed during their study at UCM. This MOU does not preclude the possibility of developing separate educational programs at a future time should such programs be of mutual interest to UCM and EPIE and shall be mutually agreed in separate writing.

II. DEFINITIONS

In this MOU, unless the context will otherwise imply, The Program refers to online short-term academic courses, offered during the Winter intersession, Summer or any Fall and Spring semester with courses predetermined by UCM and EPIE, which will allow the students to receive UCM's official transcripts after successfully completing the courses. The Home Institution refers to an accredited college or university at which a Program participant intends to graduate. Program Participants refer to the students admitted and taking UCM online courses in the non-degree seeking Program.

III. TERMS

A. SELECTION OF PARTICIPANTS

UCM shall set the admissions criteria for the selection and admission of these non-degree seeking students. EPIE will recruit students according to the criteria. Criteria for admission will be shared with EPIE by UCM. UCM has the sole right to admit or to deny admission of students.

B. PROGRAM OFFERINGS

EPIE shall recruit students to enroll in Summer-term, Winter intersession, and Fall and Spring semesters with predetermined online courses mutually agreed by UCM and EPIE. EPIE shall propose a list of courses to UCM in advance of a particular term. UCM makes no guarantee to offer these proposed courses but will make all considerations to do so. EPIE, in consultation with appropriate representative from UCM and in conjunction with UCM Department Chairs, will conduct periodic reviews of Program offerings to ensure that they are consistent with UCM's stated educational mission and purpose.

C. PROMOTION OF PROGRAMS AND EXCLUSIVITY

1. UCM will provide access to its current online catalog and informational brochures annually to EPIE to assist EPIE in promoting UCM and the Program and advising prospective Program Participants.
2. EPIE will design and distribute all promotional materials, including those for distribution at other institutions. EPIE will be responsible for the promotion of the Program to students at other institutions. All designs and promotional materials must receive written approval from UCM's Integrated Marketing & Communications office and approval will not be unnecessarily withheld
3. Both parties enter into this non-exclusive agreement and shall consult with each other if an outside party proposes to enter into contractual arrangements that overlap or duplicate the terms herein. Notice to terminate the contractual agreement shall be provided to the other party under the terms provided.

D. COURSE WORK AND EVALUATION

1. UCM faculty will be responsible for the education and assessment of Program Participants and the evaluation of the course offerings. EPIE and UCM will mutually evaluate the Program at the end of each semester.
2. UCM agrees to provide course syllabi, curriculum vitae, and evaluation criteria related to each course offered in the Program to EPIE on a regular basis and upon request. EPIE will be responsible for securing approval of UCM's courses from Home Institutions.
3. Students from other institutions requiring transcripts from UCM will receive transcripts from UCM, at no additional cost. It is the responsibility of the student to determine the transferability of the credit to their Home Institution. EPIE will assist the student with this transferability. UCM makes no claim as to the transferability of this credit.

E. FINANCES AND SERVICES

1. EPIE will recruit students, collect UCM's tuition and EPIE's fees from students, deposit amounts, remit money to UCM, and adhere to withdrawal/reimbursement policies for the Program Participants.

2. a. For its fees, EPIE will mark up UCM's tuition, not more than 50% for enrollment management services rendered as part of the contract. EPIE will collect UCM's contracted tuition and EPIE's marked up fee as identified in this MOU and which may be amended from time-to-time from Program Participants and remit tuition to UCM according to an agreed-upon timeline for a particular semester. Tuition is based on a contracted tuition per credit hour per student, regardless if the course is taught face-to-face or online. This contracted rate for 2023 is \$260 per credit hour. Contracted tuition will be communicated in advance annually to EPIE by UCM which is subject to change by UCM's Board of Governors. Any UCM course fees are included as part of UCM's tuition. UCM will be compensated at the contracted rate for all students admitted to the Program. Procedures for remitting those monies will be established by UCM and communicated to appropriate personnel at EPIE.

b. EPIE will remit to UCM all contracted tuition revenues identified above according to an invoice provided by UCM. EPIE will begin to remit payment no later than 30 days after receipt of the UCM invoice, according to procedures established by the UCM.

F. RESPONSIBILITIES OF UCM

1. UCM will contract with all full-time and adjunct faculty and will be responsible for maintaining the quality of the course delivery, assessing the students, and issuing the grades. UCM will appoint persons to administer the Programs at UCM and be responsible for the promotion, coordination, and communication with other UCM offices and faculty and EPIE staff.

2. UCM will create official transcripts upon receipt of grades from UCM faculty. Students will request transcripts to be sent to the student or to the Home Institution at no expense to EPIE or the student. If transcripts are not accepted by the Home Institution, then other arrangements for paper-based transcripts will be made with UCM Registrar.

3. UCM will identify and hire the faculty teaching the UCM online courses. Faculty will teach the required number of contact hours for the number of credit hours of the course.

4. UCM will have the sole responsibility of ensuring that the content and rigor of courses and the evaluation of student work are consistent with UCM's standards.

5. UCM will serve as permanent custodian of the academic records of the Program Participants.

6. UCM will admit, register, and enroll Program Participants according to spreadsheets provided by EPIE with information required by UCM to admit and enroll this non-degree seeking Program Participants. EPIE will be the point of contact with Program Participants for these administrative details.

7. UCM will be responsible for the reliability, accuracy, responsiveness, and consistency of the records and agreements related to this Program.

G. RESPONSIBILITIES OF EPIE

1. EPIE will appoint persons to administer the Program and be responsible for promotion, coordination, and communication with UCM, UCM faculty, and other EPIE staff and faculty.

2. EPIE will adhere to all academic and administrative Program requirements of UCM's accrediting body, the Higher Learning Commission.
3. EPIE in coordination with UCM will develop and maintain protocols for processes and communications regarding billing, registration, grades, and transcripts. EPIE will provide UCM with a signed transcript release from each student in order to transmit official transcripts on their behalf to the Home Institution.
4. EPIE will provide admission data for these non-degree seeking students, according to a template spreadsheet developed by EPIE in coordination with UCM. If requested by UCM, attached to the template spreadsheet shall be a copy of each of the Program Participant's passport identification page and transcript from the Home Institution showing that the student is admitted according to the Home Institution's admission criteria.
5. EPIE will be responsible for providing all Program Participants with student support services which shall include among other services informal advising, application for admission, tuition payment, and problem-solving.
6. EPIE will be responsible for assuring that all Program Participants have equal and sufficient access to learning resources requisite for the completion of the Program.
7. EPIE will be responsible for the reliability, accuracy, responsiveness, and consistency of these records and agreements related to the Program.
8. EPIE will maintain control over advertising, recruitment, and appointment of EPIE staff.

H. REVIEW, RENEWAL, TERMINATION, AND AMENDMENT

1. This MOU will remain in force for three (3) years from the date of its signing, with the understanding that it may be terminated by either UCM or EPIE giving notice to the other, in writing, no later than October 1st of any year, such termination to be effective November 30, of the year notice is given. Termination will not affect Program Participants already enrolled in the Program.
2. This MOU may be extended or renewed in one (1) year increments for an unlimited number of additional years, subject to review at the end of each summer session and with the written approval of both UCM and EPIE.
3. This MOU may only be amended in writing. Any written amendments, once approved by both UCM and EPIE, will be incorporated into this MOU.

I. NOTICE

Any proposed amendment to this MOU must be in writing and signed by appropriate authorized individual. Any such amendment will be served either personally or by prepared First Class Mail (or equivalent mail) in the country of origin or by electronic communication to:

UCM:
Laurel Hogue
Vice Provost for Online and Learning Engagement
Humphreys Building
Room 410
Warrensburg, MO 64093
660-543-4674
lhogue@ucmo.edu

EPIE:
Wade Ye
New Jersey Office
2175 Hudson Ter. APT 6I
Fort Lee, NJ 07024
917-689-2037
wadeye@epieschool.com

J. APPROVAL

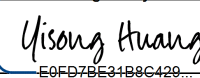
This MOU will become effective upon approval and signature by the authorized signatories of UCM and EPIE on the date of the last signature.

IN WITNESS WHEREOF, the authorized representatives of UCM and EPIE have executed two copies of this Memorandum of Understanding on this day of _____.

For: University of Central Missouri

Signature  Date March 10, 2023
317F06F3428A48E...
Phillip Bridgmon, Vice President for Academic
Affairs and Provost

For: Educare International Incorporated

Signature  Date 2023年3月21日
E0FD75E31B8C429...
Yisong Huang, President