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MAY 12 2014
S.D. SEC. OF STATE

Secretary of State Office
500 E Capitol Ave
Pierre, SD 57501
(605)773-2797

APPLICATION FOR CERTIFICATE OF AUTHORIZATION TO PROVIDE POSTSECONDARY EDUCATION

Please mark the appropriate box:

- INITIAL APPLICATION CHANGE OF PRIMARY ADDRESS
 CHANGE OF NAME CHANGE IN ADDITIONAL SITES (ATTACHMENT A)
 CHANGE IN ACCREDITATION OTHER CHANGE(S)

1. Name of Applicant (*the institutional name under which postsecondary educational programs are provided*):

City University of Sioux Falls

2. Applicant's Main Address (*Additional sites listed on Attachment A*):

5000 South Broadband Lane, Suite 123

(Street Address)

Sioux Falls

(City)

SD

(State)

57108

(ZIP Code)

(Website)

3. Contact Person:

Xulong Dai

(Name)

605-728-0949

(Telephone Number)

xulongdai@yahoo.com

(Email Address)

President

(Title)

(Fax Number)

4. Does the Applicant operate at other sites than the address stated above?

YES

NO

If "YES", please be advised that Attachment A to this Application must be completed, which shall comprise part of this Application, and any subsequent changes to the information provided in Attachment A must be submitted with a revised Application to the Secretary of State Office, within thirty (30) days of such change.

5. Does the Applicant have a parent organization (*non-profit, corporate, or otherwise*)? YES NO

If "YES", please indicate the following:

City University of Sioux Falls, Inc.

(Parent Organization Name)

5000 South Broadband Lane, Suite 123

(Street Address)

Sioux Falls

SD

57108

(City)

(State)

(ZIP Code)

6. Is the Applicant an instrumentality of the State under the jurisdiction of the South Dakota Board of Regents?

YES NO

If "NO", please indicate whether the Applicant is either (*check one of the following*):

An instrumentality of another state (please list the state agency which has jurisdiction over Applicant)

State _____ Agency _____

Address _____

City _____ State _____ Zip Code _____

Contact Phone Number _____

Contact Website _____

Legally established to operate in South Dakota as a private business entity

South Dakota Corporate ID **DB055200**

South Dakota Corporate Name **City University of Sioux Falls, Inc.**

Legally established to operate in South Dakota as a not-for-profit corporation.

South Dakota Corporate ID _____

South Dakota Corporate Name _____

7. Is the Applicant accredited by an accrediting agency recognized by the United States Department of Education?

YES

Accrediting Agency: _____

(Street Address)

(City)

(State)

(ZIP Code)

Effective date of most recent grant of accreditation: _____

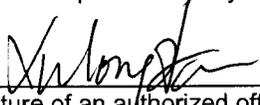
Term or expiration date of most recent accreditation: _____

NO Application submission must include documentation of an affiliation agreement whose terms make another postsecondary institution, which is accredited by an accrediting agency recognized by the United States Department of Education, responsible for awarding academic credit and educational credentials to its students and maintaining transcripts for such students:

The undersigned acknowledges that Applicant is required to notify the Secretary of State Office within thirty (30) days of a change in information set forth in this Application, including any changes in information set forth in any Attachments or other accompanying information. The undersigned has executed the foregoing document and, under penalties of perjury, certifies that the information provided herein, and in support thereof, is true and correct.

The application must be signed by an authorized officer of the postsecondary educational institution:

Dated 5-6-14



(Signature of an authorized officer)

Xulong Dai

(Printed name)

President

(Title)

Submit Application to:
South Dakota Secretary of State
Corporations Division
500 East Capitol, Suite 204
Pierre, SD 57501

Or email us at:
SOS.EDU@state.sd.us

Exemptions

- If the institution falls under one or more of the following categories, the institution is exempt from registering.
- Established by the government of the United States;
 - Established by the government of an Indian tribe whose tribal lands are located, in whole or in part, in South Dakota;
 - Established, owned, controlled, operated, and maintained by a religious organization lawfully operating as a nonprofit religious corporation and awarding only religious degrees or certificates for the purpose of conferring clerical status or authority within that religion; or
 - Subject to the jurisdiction and regulations to the South Dakota Cosmetology Commission.

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AFFILIATION AGREEMENT

between
California International Business University
and
City University of Sioux Falls, Inc.

PREAMBLE

This Affiliation Agreement, henceforth "Agreement", is entered into by and between California International Business University, henceforth "CIBU", at 520 West Ash Street, San Diego, CA and City University of Sioux Falls, Inc., henceforth "CUSF" at 5000 S. BROADBAND LN., STE 123, SIOUX FALLS, SD 57108. CIBU and CUSF are referred to collectively as "Parties" or individually as "Party".

1. Purpose

The purpose of the Agreement is to set forth the conditions and extents of the affiliation between the Parties. The Agreement also serves as a principal statement of outreach, cooperation, and mutual advancement between the Parties and to the benefit of their collective student body. Additionally, this agreement intends to state, if any state codes with regard to affiliation agreements between postsecondary institutions of learning.

2. CUSF agree to :

- 2.1 Designate a liason at the CUSF site. Such a position will:
 - 2.1.1 Keep students and their academic advisors apprised of changes and updates to the Agreement;
 - 2.1.2 Coordinate and facilitate communications and transfer of information between CIBU and CUSF in a timely and economical manner and to the correct recipient at CIBU; and
 - 2.1.3 Ensuring the accuracy of aforementioned communications and transferred materials in accordance with guidelines set forth by both Parties.
 - 2.1.4 Assume overall responsibility for the Agreement activity.
- 2.2 Provide faculty, advisors, and facilities to CIBU.
- 2.3 Provide a full catalog description of the program and the services to be provided;
- 2.4 Provide a systematic plan for administrative and student evaluations of instructors provided;
- 2.5 Provide evidence of the qualifications of faculty to teach the courses;
- 2.6 Provide a description of the instructional facilities provided;
- 2.7 Provide plans for the completion of the program should CUSF fail to provide services;
- 2.8 Provide programs and/or courses consistent with the CIBU's educational

mission and goals and must meet the same academic standards, educational effectiveness and student achievement.

3. CIBU agree to:

- 3.1 Award academic credit and recognition for qualified work and achievements to CUSF students of up to 25% of a program of study;
- 3.2 At least 75% of the program be delivered by CIBU to award the academic credential;
- 3.3 Establish and adhere to a systematic method for evaluating and awarding academic credit for those courses that satisfy current program course requirements;
- 3.4 Maintain a full copy of student records of those who wish to participate in any exchange program that might arise from the Agreement;
- 3.5 Comply with current policies and procedures of CUSF to the extent they do not conflict with the policies and procedures of the CIBU;
- 3.6 Provide the admission requirements for enrolling in courses/programs.

4. General Considerations

- 4.1 Students will be charged the tuition rates and fees dependent on the location of the primary educational institute which they are attending;
- 4.2 Parties agree to indemnify and hold each other harmless, as well as their directors, officers, employees, and other agents;
- 4.3 It is understood that the Agreement does not construe or suggest any relationship, rank, servitude, or partnership between CIBU and CUSF, but it is simply a contractual agreement between two likeminded institutes of higher learning.

5. Amendments, Duration, Review and Termination of Agreement

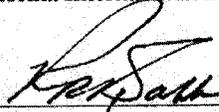
- 5.1 Either party may initiate the amendment process of the Agreement by submitting in writing to the CEO of either Party.
- 5.2 The agreement will go into effect from the first academic term that begins subsequent to the signing of the Agreement by both Parties.
- 5.3 The parties may terminate this Agreement at any time by (1) mutual written agreement or (2) for cause or (3) not for cause by giving notice to the other party at least thirty (30) days before the end of any given academic session; provided, however, that such termination will not become effective as to students already enrolled and participating in the program until such students have had an opportunity to complete the program to meet the course of study requirements for graduation.
- 5.4 This agreement is effective upon the date of last signature of all parties and will automatically renew each year, unless terminated. Any modifications to this Agreement must be made in writing and executed in the same manner as this Agreement. At least every two years, the designated representatives of the parties will meet to consider whether

any revisions or modifications should be made to this Agreement.

The Parties hereby confirm their acceptance of the terms set forth in the Agreement by the following Signatures.

California International Business University

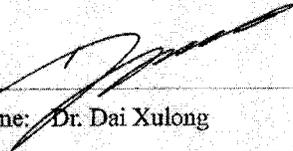
City University of Sioux Falls, Inc.



Name: Phillip R. Babb

Title: President

Date: 4/8/14



Name: Dr. Dai Xulong

Title: President

Date: 4/9/14