

# 贵州商学院与澳大利亚悉尼国际管理学院 合作举办会展经济与管理专业中外合作办学协议书

中国贵州商学院(以下简称“甲方”)与澳大利亚悉尼国际管理学院(以下简称“乙方”), 根据《中华人民共和国中外合作办学条例》及《中华人民共和国中外合作办学条例实施办法》之规定, 经友好协商, 本着自愿合作, 共同发展, 平等互利的原则, 就在甲方所在地合作举办会展经济与管理专业项目(以下简称项目)达成如下协议:

## 一、 合作双方

第一条 本协议合作双方为:

甲方: 贵州商学院

法定代表人: 罗兵

电话: +86 (0) 851 8487 1336

传真: +86 (0) 851 8461 1537

Email: 138116167@qq.com

邮编: 550014

地址: 中国贵州省贵阳市白云区麦架镇二十六大道1号

乙方: 澳大利亚悉尼国际管理学院

法定代表人: Dr. Dominic John. Szambowski

电话: +61-2-9466 1011

传真: +61-2-9466 1055

Email: dszambowski@icms.edu.au

邮编: 2095

地址: 151 Darley Road, Manly, Sydney, NSW, 2095, Australia

第二条 合作甲、乙双方分别为在中国和澳大利亚注册的、具有独立签订本协议权利、承担本协议义务和责任的教育机构。

## 二、 合作内容

第三条 项目名称: 中国贵州商学院与澳大利亚悉尼国际管理学院合作举办会展经济与管理专业项目。

第四条 办学地址: 中国贵州省贵阳市白云区麦架镇二十六大道1号。

### 第五条 项目宗旨与目标

(一) 坚持以马克思主义、毛泽东思想、邓小平理论、三个代表重要思想、科学发展观、习近平新时代中国特色社会主义思想，作为行动指南。在院党委正确领导下，抓好党支部的党建工作、专业建设以及师生思想政治工作。负责做好入党积极分子培养、发展对象培养和预备党员教育工作，按照规定程序做好党员的发展工作。

(二) 适应中国会展经济与管理国际化发展的需要，推进学院会展经济与管理专业建设和国际化发展，培养社会急需的国际化人才。引进澳大利亚悉尼国际管理学院的优质教育资源，结合中方行业标准及专业优势，共同制定此专业的人才培养方案，融合出一套新的、达到双方教学目标的教学体系。双方共同磋商、协同授课、共同完成教学目标，培养掌握会展经济与管理准则及制度、专业技能熟练、具有国际化服务视野和职业标准的国际化管理人才。

### 第六条 学制、办学规模

学制：全日制四年。规模：400人，每年招收100名学生。

### 第七条 录取方式

本项目立足于甲方现有会展经济与管理专业，由贵州省招生考试部门根据中国统一或贵州省普通高等院校本科录取分数线，按规定录取批次录取。

### 第八条 培养方案

合作双方共同制定项目培养方案，引入乙方的课程不低于在乙方在澳大利亚本校的教学标准。双方分别为各自所承担的教学任务安排资质水平经双方认可的专业师资。引入的乙方课程由甲乙双方商议，且此部分教学语言为英语。

### 第九条 办学模式与证书

由甲方招收全日制学生并在甲方完成全部学业。甲乙双方根据协商制定的培养方案和确定的教材共同执行教学和考核。符合条件的毕业生将获得贵州商学院的本科毕业证书和学位证书。

## 三、权利和义务

### 第十条 甲方的权利和义务

- (1) 负责向中国教育行政主管部门申请获得项目的办学许可；
- (2) 负责完成项目的宣传与招生工作及学生的学籍管理等工作；
- (3) 负责为项目提供教学场所、必备的实训条件；
- (4) 负责本项目的日常管理和教学管理，确保教学质量；
- (5) 负责完成本项目培养计划中由甲方所承担课程的授课计划制定、教材选择、教案编写、教师聘任、教学及考务等工作；
- (6) 负责为项目学生落实实习培训单位；
- (7) 协助乙方派驻甲方的项目管理人员和授课教师解决校内住宿、办公用房，协



助办理入境签证；

(8) 向成绩合格的学生颁发本科毕业证书和学位证书。

(9) 甲方负责项目内合作办学的党建工作，根据中华人民共和国教育部相关要求开设思想政治类课程。

#### 第十一条 乙方的权利和义务

- (1) 负责协助甲方提供项目报批所需要文件资料及相关手续至合作项目被批准；
- (2) 负责为合作项目的建设提供全程咨询服务，确保合作项目达到培养国际会展经济与管理人才的教学标准和条件；
- (3) 负责选派具有专业教学资格的澳大利亚教师和专家至中方合作项目所在地进行教学及相关工作，确保实施高质量的教学；
- (4) 负责提供澳大利亚教学课程课件、软件，并与甲方共同设计适应中国市场的课程；
- (5) 负责与甲方共同制定人才培养方案，并提供人才培养方案中三分之一以上的课程数、核心课程数，乙方教师担负的专业核心课程的门数和教学时数，应当占此合作办学项目全部课程和全部教学时数的三分之一以上；
- (6) 在合作项目顺利运行后，积极争取澳大利亚企业及其它组织为合作项目专业发展提供必要支持；
- (7) 协助甲方赴乙方人员办理签证手续，每年为甲方人员提供在乙方专业和学术培训的机会。
- (8) 乙方理解甲方负责项目内合作办学的党建工作，并根据要求开设思想政治类课程。

#### 四、项目管理机制及财务管理办法

##### 第十二条 项目管理机制

甲乙双方成立项目联合管理委员会，讨论项目实施过程中出现的问题及相应的解决方案。由甲乙双方9名成员组成，其中甲方代表5名，乙方代表4名。主任由甲方代表担任，副主任由乙方代表担任。该管理委员会的职责包括但不限于：制定发展规划，审批工作计划，审核预算与决算，决定项目的延续、终止等办学重大事项。

##### 第十三条 考核评估和成绩记录

联合管理委员会下设专业教学委员会，由双方教学负责人组成，负责制定评估流程并监督执行。甲乙双方各自保留教学和学术活动的准确记录并为对方提供必需的信息。

##### 第十四条 财务管理方法

学费收费标准须先报甲方物价管理部门审批，获得同意。在甲方财务处设立专项账户，专款专用，由项目管理委员会监督；按照中外合作办学规定和双方协议执行预决算。

## 五、合作期限及其他

### 第十五条 协议期限

本协议由双方签字，并自项目批复之日起生效，共招收五届学生，协议有效期为九年，其中包括本项目招收的第五届学生入学后完成所有课程所需要的4年。协议到期前三个月内，如双方未书面提出终止协议执行，该协议自动延长4年。如合作期满后双方继续合作，则双方可在此协议基础上协商确定下一步合作事宜。

如一方不愿继续合作，应于合作期满前6个月书面通知对方，确保已录取学生完成相应学业，确保学生利益不受损失。

### 第十六条 协议终止时学生的安排

如因不可抗拒因素或合作双方一致或单方要求提前终止协议，双方应采取必要的措施，确保已招收学生按原计划完成学业，并按本协议规定颁发相关证书。此条款在本协议终止时仍然有效。

### 第十七条 适用法律

本协议受中华人民共和国法律管辖，各种法律事务适应于中华人民共和国法律。

## 六、争议解决方式

第十八条 任何不履行本协议行为或者未经双方一致同意及项目联合管理委员会批准的单方面行为，将由行为方承担由此造成的一切形式的损失。

第十九条 若甲乙双方出现争议，应以协商互谅的方式解决争议。协商未果的，自一方提交书面协商请求书之日起60天内双方争议未能通过协商解决，请求方可将争议提交中国国际经济贸易仲裁委员会依据该会规则进行仲裁，该仲裁裁决是终局的，对各方均有约束力。

### 第二十条 不可抗力

如果一方因不可抗力而未能及时恰当地履行其在本协议规定的义务，该方无须对因此而未能履行其义务承担责任。但遭受方须在不可抗力发生后或通讯设施恢复后10天内分别用传真和快件向另一方发出由于不可抗力而未能全部、及时且恰当的履行本协议规定的义务的详细解释，且附上不可抗力发生地的公证机关提供的证明。

### 第二十一条 未尽事宜

本协议未尽事宜，双方可另行签订补充协议，作为本协议的附件。本协议的附件及双方来往传真等文件均为本协议不可分割的组成部分，对本协议起说明、补充的效力。

### 第二十二条 效力与文本

本协议以中英文书写，一式三份。中英文本具有同等法律效力。双方各执一份，另一份作为向中国审批机关申报的材料。本协议自各方签署之日起生效。



甲方法定代表人: \_\_\_\_\_ (签名)

乙方法定代表人



151 Darley Rd (签名)  
Manly NSW 2095  
Australia  
Ph. 61 2 9977 0333  
Fax. 61 2 9977 0555  
www.icms.edu.au

甲方盖章:

*[Handwritten signature]*

乙方盖章:

*Dominic Gumbardi*

签署日期: 2019. 9. 20

签署日期:

*Sep. 20. 2019*

# Agreement on Joint Program on 4-year Bachelor in Event Economics and Management between Guizhou University of Commerce, China and International College of Management, Sydney, Australia

This Agreement is entered by and between Guizhou University of Commerce of China (hereinafter referred to as "Party A") and International College of Management, Sydney of Australia (hereinafter referred to as "Party B") in accordance with provisions of the *Regulations of the People's Republic of China on Chinese-Foreign Cooperation in Running Schools* and *Implementing Measures of the People's Republic of China on Chinese-Foreign Cooperation in Running Schools* based on friendly negotiations, by both parties as the free and full expression of their own wishes to mutual benefits, Party A and Party B have reach the agreement on issues of cooperative Event Economics and Management project in Party A's country as follows (hereinafter referred to as the Project):

## I. Parties

Article 1 Parties in the Agreement are:

Party A: Guizhou University of Commerce

Legal representative: Luo Bing

Tel: +86 (0) 851 8487 1336

Fax: +86 (0) 851 8461 1537

Email: 138116167@qq.com

Post code: 550014

Address: No.1, 26th Avenue, Maijia Town, Baiyun District, Guiyang City, Guizhou Province, China

Party B: International College of Management, Sydney, Australia

Legal representative: Dr. Dominic John. Szambowski

Tel: +61-2-9466 1011

Fax: +61-2-9466 1055

Email: dszambowski@icms.edu.au

Post code: 2095

Address: 151 Darley Road, Manly, Sydney, NSW, 2095, Australia

Article 2 Party A and Party B are both educational institutions which are respectively registered in China and Australia, have independent right of signing the Agreement and undertake obligations and responsibilities under the Agreement.

## II. Content of Cooperation

Article 3 Project name: Joint Program on 4-year Bachelor in Event Economics and Management between Guizhou University of Commerce and International College of



Management, Sydney.

Article 4 Address for running school: No.1, 26th Avenue, Maijia Town, Baiyun District, Guiyang City, Guizhou Province, China.

#### Article 5 Project Purpose and Objective

(1) Adhering to Marxist theory, Mao Zedong thought, Deng Xiaoping Theory, the important thought of “three-represents”, scientific outlook on development, Xi Jinping thought on socialism with Chinese characteristics for a new era as guides to action. Under the leadership of college party committee, enhance the work of party building of the party branch, professional building and the ideological and political work of students and educationists. Be responsible for Fostering activist, developed and probationary party members of undergraduate join or be admitted to the party, accomplish the development effort of party members according to corresponding regulations.

(2) To meet the needs of international development of Event Economics and Management in China and boost the international development of the Event Economics and Management teaching in Guizhou University of Commerce (party A), cultivate internationalized talents in this field; to introduce high-quality educational resources from Australia, combine the strength of the national Event Economics and Management standard and professions, and co-formulate the scheme of talents cultivation so as to generate a brand new teaching system which can achieve the teaching objectives of both parties; and to cultivate internationalized Event Economics and Management talents with international vision, and professional standard, by means of collaborative teaching and the joint consultation between the two parties.

#### Article 6 Educational System, School-running Scale

Educational system: full-time for four years. Scale: 400 students in total, 100 students per year.

#### Article 7 Enrollment Style

The Project is based on the existing Event Economics and Management of Party A and enrolled by the entrance exam department of Guizhou Province by the specified enrollment batches in accordance with the enrollment mark of National or Provincial regular higher educational institutions.

#### Article 8 Training Program

The Parties should jointly formulate the project training program, being not lower than the academic standards in Australia where Party B is situated. The two parties shall ensure that competent and appropriately qualified teachers shall perform their respective teaching task. Party B shall arrange their qualified teachers to teach the courses adopted from Party B, and the teaching language should be English in this teaching part from Party B.

#### Article 9 School-running Model and Certificate

Party A is responsible for enrolling students in school to finish total courses in Party A's campus. Party A and Party B should jointly carry out teaching work and examination according to the agreed training program and decided teaching materials. The graduates will

receive an undergraduate certificate and a bachelor degree conferred by Party A.

The Parties will gradually introduce more internationally excellent teaching materials and evaluation mode to achieve synchronization of training mode of the international Event Economics and Management talents.

### III. Rights and Obligations

#### Article 10 Rights and Obligations of Party A

- 1) Be responsible for applying to Chinese competent administrative department in education for the school-running license of the Project;
- 2) Be responsible for completing the publicity and enrollment work of the Project, school management, etc.
- 3) Be responsible for providing teaching site and required training conditions;
- 4) Be responsible for daily management and teaching management of the Project so as to ensure the teaching quality;
- 5) Be responsible for finishing formulation of teaching plan, selection of teaching materials, teaching plan preparation, teaching staff appointment, teaching, examination matters related to the course undertaken by Party A;
- 6) Be responsible for deciding the training unit for students of the Project;
- 7) Be responsible for assisting the project management personnel and teachers of Party B in Party A's campus in solving the accommodation and office rooms in campus, and in dealing with the entrance visa;
- 8) Be responsible for granting an undergraduate certificate and a bachelor degree for students with acceptable grades.
- 9) Party A is responsible for the Party building work in the project, and provides ideological and political courses according to the requirements of MOE PRC.

#### Article 11 Rights and Obligations of Party B

- 1) Be responsible for assisting Party A in providing the documentations and related formalities required for approval of the project till the project is approved;
- 2) Be responsible for providing consultation services in the whole building project of the project to ensure that the project can meet the teaching standards conditions for training international Event Economics and Management talents;
- 3) Be responsible for selecting and sending Australian teachers and experts with professional teaching qualifications to the project location in China for teaching and related work so as to ensure to implement high-quality teaching;
- 4) Be responsible for providing Australian original course and software and design courses, which is applicable to Chinese market together with Party A;
- 5) Be responsible for formulating professional talents cultivation plan with Party A and providing respectively more than one-third of the total courses and total specialized courses in the professional talents cultivation plan. The number and teaching hours of specialized courses which is undertaken by teachers by Party B is supposed to be respectively more than one-third in this joint education program;



- 6) Be responsible for actively striving for necessary support of Australian industrial resources and other benchmarked organizations for professional development of the project after the project is operated successfully;
- 7) Be responsible for assisting Party A's personnel in arranging visa formalities and offering opportunities of professional training for Party A's personnel in Party B.
- 8) Party B understands that Party A carries out Party building work and offers ideological and political courses as required.

#### IV. Project Management Mechanism and Financial Management Method

##### Article 12 Project Management Mechanism

Party A and Party B should establish the Project Joint Management Committee to discuss problems and corresponding solutions in the implementation process. The Project Joint Management Committee consists of 9 members, among which five are from Party A and four are from Party B, with Party A's representative as the Director and Party B's representative as the Vice-Director. Its responsibilities include but not limited to formulating development planning, approving work plans, auditing budget and settlement, deciding extension, termination and other major matters of the project.

##### Article 13 Examination & Assessment and Record of Grades

Composed of a professional teaching committee, the Project Joint Management Committee, consisting of both teaching principals, is responsible for formulating the evaluation process and supervising the implementation of the process. The Parties should maintain the correct records of their respective teaching and academic activities and provide necessary information to each other.

##### Article 14 Financial Management Method

The charge standard of tuition fee shall be first submitted to the price control authorities on Party A's side for approval. A separate account shall be set up in Party A's Finance Department with specific funds for the purpose of supervision by the Project Management Committee; budget and final accounts shall be executed in accordance with the provisions of Chinese-foreign cooperation in running schools and the agreement between the two parties

#### V. Term and Miscellaneous

##### Article 15 Term

By signing of the two parties, the agreement shall come into effect from the date of approval by the supervisory authority. The enrollment will be carried out for five consecutive years, and the period of cooperation between the two parties shall last for nine years, including the four years to be spent by the fifth cohort of students. If the Parties fail to put forward terminating the Agreement within three months from the expiry date of the Agreement, the Agreement shall be extended automatically for four years. Where the Parties continue cooperation after the expiry of the cooperation, the Parties can determine the next cooperative matters through negotiation on basis of the Agreement.

In case of unwillingness to continue cooperation, either party shall give a notice to the

other party six months ahead of the expiry of term so as to ensure the students in school to finish corresponding training and to avoid losses.

#### Article 16 Student Arrangement after Termination of Agreement

Where the Agreement is terminated in advance for force majeure or as requested by either party or the Parties, the Parties shall take any necessary measures to ensure the enrolled students to complete their school work and to be granted the related certificates in accordance with provisions under the Agreement. This term shall remain effective when the Agreement is terminated.

#### Article 17 Applicable Law

The Agreement shall be administrated by laws of the People's Republic of China, and all legal affairs shall be applicable to laws of the People's Republic of China.

### VI. Dispute Resolution

Article 18 Any loss in any form caused by either party's any nonperformance of the Agreement or any one-sided action without consent of the Parties and the Project Joint Management Committee shall be borne by the action doer.

Article 19 The Parties shall resolve any dispute between them through negotiation and mutual understanding. In case that the dispute fails to be solved through negotiation within 60 days from the date when either party submits the written negotiation request, this party may submit the dispute to China International Economic and Trade Arbitration Commission for arbitration according to its rules, and the arbitral decision is final and binding to the Parties.

#### Article 20 Force Majeure

Where either party fails to perform its obligations under the Agreement timely and properly for force majeure, it is unnecessarily to perform any liability for such failure to perform the obligations. However, the injured party shall give a notice to the other party respectively by fax and express within ten days from the occurrence of the force majeure or the recovery of communication facilities to explain in detail its failure to perform the obligations under the Agreement totally, timely and properly for force majeure, enclosed herein with evidence provided by the location where force majeure occurs.

#### Article 21 Unaccomplished Matters

For any unaccomplished matters in the Agreement, the Parties may sign a supplementary agreement additionally as an appendix of the Agreement. Appendixes attached to the Agreement and outgoing-incoming documents such as faxes are all inseparable parts of the Agreement and have the effect of explanation and supplementation on the Agreement.

#### Article 22 Effect and Text

The Agreement shall be written in Chinese and English with equal legal effect and prepared in three copies. Each party shall hold one copy and the remained one shall be kept as the materials for application to Chinese approval authority. The Agreement shall go into effect from the date of both signatures.

Legal representative of Party A:



Stamp of Party A:



Signing date: 2019. 9. 20

Legal representative of Party B:



Stamp of Party B: *Dominic Gambardella*

Signing date: Sep. 20. 2019