



贵州商学院
GUIZHOU UNIVERSITY OF COMMERCE

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

邮箱： 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： Rowan Courtney-O' Connor

电话： +61-2-9466 1011

传真： +61-2-9466 1055

邮箱： rcoc@icms.edu.au

邮编： 2095

地址： 达利路 151 号，曼利，悉尼，NSW，2095，澳大利亚

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：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本科教育项目。

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 项目宗旨与培养目标

（一）项目宗旨

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）培养目标

为适应中国会展产业国际化发展需要，推进甲方会展经济与管理专业建设与国际接轨，培养行业急需的国际化人才。引进乙方优质教育资源，结合自身优势和特色，共同制定本专业人才培养方案，创新教学模式，形成达到甲方人才培养目标的教学体系。培养系统掌握会展基本理论，熟练掌握会展专业技能，具有服务意识、创新精神、信息技术、人文修养和法律知识的国际化管理人才。

第六条 学制、办学规模

学制：全日制四年。

最大规模：400人，每年招收100名学生。

第七条 录取方式和招生计划

本项目立足于甲方现有会展经济与管理专业，由贵州省招生考试院根据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。项目严格执行中国国家统一招生政策，招收中国籍学生并颁发贵州商学院文凭证书的，与贵州商学院招收中国籍学生执行相同招生政策和标准。

第八条 学籍管理

根据项目条款录取的学生将被注册为甲方的学生。甲方将建立学籍管理制度，对学生进行统一管理。录取后的学生应遵守中国的相关法律法规，以及甲方的相关规章制度。

第九条 培养方案

根据双方共同制订的教育教学计划、培养方案、课程设置和教学内容，引入乙方的课程原则不低于乙方在澳大利亚本校的教学标准。所有承担教学任务安排的教师需要是合格的专业师资。引入乙方课程的教学语言为英语。引进的乙方课程占本合作办学项目全部课程的三分之一以上；引进的乙方专业核心课程占本合作办学项目核心课程的三分之一以上；乙方教师担负的专业核心课程的门数占本合作办学项目全部课程的三分之一以上；乙方教师担负的专业核心课程的教学时数占本合作办学项目全部教学时数的三分之一以上。具体情况请参考培养方案（附件）。

项目内的教学活动将由双方认可的专业师资共同开展，其中引入的乙方课程的教学质量标准将与乙方在澳大利亚授课时教学标准一致。如有必要，甲方可对引入的乙方课程提出合理建议，并在乙方同意的情况下进行本地化修改。

第十条 师资派遣

项目授课形式为面授。乙方教师应按照双方确认的人才培养方案和联合教学计划的规定，以学期为单位常驻在甲方校园进行授课，杜绝飞行模式和集中授课，并确保教学时间和教学质量。教师规模、专业水平、任教的课程和时间应遵循甲乙双方根据共同制定的项目人才培养方案和教学计划，并接受双方的监督和考核。甲方有权对乙方教师的教学表现进行评估，并提出相应的报告和建议，以保证教学质量保持在较高水准。

双方负责选派优秀教师担任本项目应负责承担的教学任务。乙方派遣的教师必须具备澳大利亚高校教师资格且为乙方正式聘用人员，拥有3年以上专业课教学的经验，且最近一年无关于其教学表现的投诉发生，以保证其教学质量。乙方派遣的教师须经过甲方认可，在甲方校园授课期间须遵守中国法律法规和社会公序良俗，服从甲方管理，

其行为不得损害中国的国家主权、安全和社会公共利益，不能传播宗教。

在此协议签署时，乙方应向甲方提供参与联合项目授课的教师简历以及其他可能需要的资料，以便甲方进行审核。如果不可抗力因素导致乙方教师发生人员变动，乙方应最少在开课前 30 天向甲方通告人员变动情况，并提供调整后的授课人员材料供甲方审核。由甲乙双方根据中国教育部的相关规定结合两校实际商议后调整，但乙方要确保不对教学计划造成影响，学生利益不受损害。

第十一条 办学模式与证书

项目形式为“4+0”。甲方负责招生入学，仅在甲方校园内完成整个课程。甲乙双方根据协商制定的培养方案和确定的课程教材共同执行教学和考核。修完全部课程，并获得相应学分，符合条件的毕业生将获得甲方授予的本科毕业证书和学士学位证书。

第十二条 教学质量保障

甲方是所有与学位相关的学术标准方面事务的最终权威。乙方对合作的相关课程给予学时时，负责保障质量和标准，并为甲方提供监控课程质量和标准方法的信息。

由甲方实施的使用甲方教材的课程，按照甲方教育教学管理规定的评估方式评定；由乙方实施的使用乙方教材的课程，根据乙方提供的评估标准由双方共同评估。

第十三条 教学档案管理

甲方应设立教学档案管理制度，对项目教学档案进行统一管理。此管理制度应符合中国教育部相关规定，并符合甲方现有的各项管理制度。乙方理解并支持甲方设立此教学档案管理制度，并积极配合此项工作。

第十四条 教材审核

甲方依据中国教育部《普通高等学校教材管理办法》，制定引入教材的选用制度。甲方将对引入的乙方教材和教学材料进行内容审核，以确保引入的教学资料符合中国教育政策和相关法律法规。乙方理解并支持甲方的材料审核工作，如果有教学资料需要修改或更换，乙方

将积极配合甲方工作直至所提供的教学资料符合要求。

第十五条 师德师风建设

甲乙双方同意以“立德树人”为根本，不断强化师德师风建设。以过程管理为考核手段，建立教师考评制度和档案，将师德师风作为教师年度考核的重要依据。对考评不合格的教师，严格实行聘任“一票否决”制。

第十六条 教师团队建设与教师培训

本项目将不断提高师资队伍国际化水平。在法律、政策和协议允许的情况下，甲乙双方共同制定教师队伍建设规划，并为项目内的教师提供积极培训，以提升其教育教学水平。乙方将每年为甲方培训最少两名合作专业的教师，以提升甲方的教学管理水平。此项培训所产生的费用由甲方承担。

第十七条 党建工作

根据中国教育部的相关规定和要求，一旦教育部批准本项目成立，学生入学后，甲方将按照有关规定在本合作办学项目的师生中建立中国共产党的组织并开展各类有关活动；

本项目将在甲方党委的领导下开展运作，且甲方有权在符合条件的班级中建立中共党支部，并将严格按照党中央及上级党组织的各项政策与规定开展教育工作；

甲方将按照“三同步”的要求，对项目的甲方教师和学生进行政治思想教育，并在教师和学生中开展党建工作。甲方将根据党的建设要求，安排各类党建活动，如讲座、参观、研习、演讲和社会实践活动。

三、权利和义务

第十八条 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士学位证书。

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。

第十九条 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客座教学及相关工作，确保实施高质量的教学；

4) 负责适当给予甲方适用于中国市场及关于澳大利亚原创课程的建议及培训；

5) 负责与甲方共同制定人才培养方案，并咨询人才培养计划课程中三分之一以上的课程、核心课程数，乙方客座教师咨询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，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。

第二十条 双方投入

1. 甲方投入

1) 提供该合作项目所必需的教学场所、教学设备、生活场地及基础配套设施。

2) 按照教学要求提供师资、教学资源和项目管理人员。

3) 为外方教师在中方教学提供便利条件，提供校内住宿和饮食。

2. 乙方投入

1) 为合作项目配备具备相应资质和能力的外籍教师。

2) 按照教学要求向合作项目注册学生提供所引入的外方课程所需原版教材、课程标准、考核方式等教学资料，以及开放多媒体课件、网络图书等校内教学资源。

3) 每年培训一定数量的甲方教师，帮助其提升教育教学和管理水平，每年培训人数为 2 人，培训费用由甲方承担。

四、项目管理机制及财务管理

第二十一条 项目管理机制

甲乙双方共同成立项目联合管理委员会，委员会成员共 9 人，由双方共同派人担任。其中甲方 5 人，乙方 4 人，委员会主任由甲方代表担任，副主任由乙方代表担任。甲方党组织负责人将作为管理委员会的当然成员，全面负责项目内的党建工作。联合管理委员会的乙方委员应具备学士以上学位和相应的职业资格证书，以及 5 年以上教育、教学经验。项目联合管理委员会的职责包括但不限于：制定合作办学培养方案、制定发展规划、审批工作计划、监督教学计划的执行、审核预算与决算、决定项目的延续、终止等办学重大事项。

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。双方提供各自教学和学术活动的准确记录，采取常态化教学质量评估，开展系统性评教、评学、评管等活动。甲方是所有与学位相关的学术标准方面事务的最终权威。乙方对合作的相关课程授课时，负责保障质量和标准，并为甲方提供监控课程质量和标准方法的信息。由甲方实施的使用甲方教材的课程，按照甲方教育教学管理规定的评估方式评定；由乙方实施的使用乙方教材的课程，根据乙方提供的评估标准由双方共同评估。联合管理委员会根据中外合作办学项目建设标准的要求，专门对项目进行自我评估，评估结果作为学校专业招生计划、项目建设及动态调整的重要依据。在条件允许的情况下，联合管理委员会将聘请上级教育主管机构或专门的教育评估机构对项目（专业）实施中外合作办学评估和课程评估。甲方将融合乙方国际化人才培养质量标准与管理体系，乙方应协助甲方改进提升现有人才培养质量体系，以帮助其达到世界先进水平。

涉及此合作办学项目的重大事项，必须经管理委员会全体人员 2/3

学生完成相应学业，确保学生利益不受损失。

第二十四条 学生权益保护

对不能按照中外合作办学培养方式完成学业的学生，甲方将按照教育公平的原则，在遵守有关招生制度的基础上建立学生分流机制预案，保护学生权益不受损害。乙方对此表示理解和支持。

第二十五条 适用法律

本协议受中华人民共和国法律管辖，各种法律事务适用于中华人民共和国法律。

第二十六条 知识产权

1) 合作办学项目中的所有材料、专业知识、技术及知识产权所有权归投入方所有。本协议所涉及或所记载的任何知识产权方面的权利或许可均不视为已授权给另一方；

2) 任何一方所拥有或控制的一切知识产权仍将被视为其唯一和专属财产，未经拥有或控制该知识产权的一方事先书面授权，另一方不得以任何目的使用；

3) 甲乙双方对于共同开发的新课程资料所产生的知识产权均享有50%所有权。

六、争议解决方式

第二十七条 因任何一方未履行本协议或未经双方和项目联合管理委员会同意而采取任何单方面行动引起的任何形式的损失，应由行为方承担。

第二十八条 缔约双方应通过谈判和相互谅解解决双方之间的任何争端。遭受方须自提出书面谈判请求之日起六十日内仍不能通过协商解决争议的，可以将争议提交中国国际经济贸易仲裁委员会根据其规则进行仲裁，并由仲裁机构进行仲裁。该裁决是最终裁决，对双方均具有约束力。

第二十九条 不可抗力

如果任何一方由于不可抗力未能及时，适当地履行其在协议中的义

务，则不必要因这种不履行义务而承担任何责任。但是，受害方应在发生不可抗力或恢复通信设施后的十天内，分别通过电子邮件和另一种方式通知另一方，以详细解释其未能完全，及时地履行本协议下的义务并适当地适用于不可抗力，在此随附不可抗力发生地点提供的证据

第三十条 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。

第三十一条 效力与文本

本协议以中英文书写，一式三份。中英文文本内容应完全相同，如中英文文本发生冲突，应以中文文本为准。双方各执一份，另一份作为向中国审批机关申报的材料。本协议自项目评估通过之日起生效。

甲方法定代表人：



(签名)

甲方盖章：

签署日期：2024.9.20日

乙方法定代表人：





乙方盖章：

签署日期：

Sep. 20, 2024

President and CEO office
www.icms.edu.au

ICMS



貴州商學院
GUIZHOU UNIVERSITY OF COMMERCE

Agreement on Joint Program on 4-year Bachelor in Event Economics and Management between Guizhou University of Commerce 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
Legal representative: Rowan Courtney-O'Connor
Tel: +61-2-9466 1011
Fax: +61-2-9466 1055
Email: rcoc@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) Project Purpose

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) Project Objective

To meet the needs of international development of Event Economics an Management in China and boost the international development of the Event Economics and Management teaching in party A, cultivate internationalized talents in this field; Introducing Party B's high-quality educational resources, combining its own advantages and characteristics, jointly formulating the professional talent training program, innovating the teaching mode, and forming a teaching system that meets Party A's talent training objectives. Cultivate internationalized management talents with systematic mastery of basic theories of exhibition, proficiency in professional skills of exhibition, service consciousness, innovative spirit, information technology, humanistic cultivation and legal knowledge.

Article 6 Educational System, School-running Scale

Duration: 4-years, full time, on campus.

Student Capacity: A total of 400 students, with an intake of 100 students per year.

Article 7 Enrollment Style and Plan

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. The project strictly implements China's national unified enrollment policy, and those who enroll Chinese students and issue diploma certificates from Guizhou University of Commerce implement the same enrollment policy and standards as those who enroll Chinese students in Guizhou University of Commerce.

Article 8 Academic Registration

Students admitted under the terms of the project will be registered as Party A's students. Party A will set up a school registration management system for unified management of students. The admitted students shall abide by the relevant laws and regulations of China, as well as the relevant rules and regulations of Party A.

Article 9 Training Plan

According to the education and teaching plan, training plan, curriculum and teaching content jointly formulated by the two parties, the principle of the curriculum introduced to Party B shall not be lower than the standard of the teaching of Party B in the Australian. 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. The introduced Party B courses account for more than one-third of the total courses of the cooperative education program; the introduced Party B professional core courses account for more than one-third of the core courses of the cooperative education program; the number of professional core courses taken up by Party B teachers accounts for more than one-third of the total courses of the

cooperative education program; and the number of teaching hours of professional core courses taken up by Party B teachers accounts for more than one-third of the total teaching hours of the cooperative education program. The number of teaching hours of the specialized core courses undertaken by Party B's teachers accounts for more than one-third of all teaching hours of the cooperative program. For details, please refer to the cultivation program (Annex).

Teaching activities within the project will be carried out jointly by professional teachers recognized by both parties, in which the teaching quality standards of Party B's courses introduced will be the same as Party B's teaching standards when teaching in Australia. If necessary, Party A can make reasonable suggestions on the introduced Party B courses and make localization modifications with Party B's consent.

Article 10 Teacher Dispatch

The teaching form of the program is face-to-face teaching. Teachers of Party B shall be based in Party A's campus on a semester basis in accordance with the Talent Cultivation Program and Joint Teaching Plan confirmed by both parties, eliminating flight mode and centralized lectures, and ensuring the teaching time and quality of teaching. Teachers' scale, professional level, courses and time of teaching shall follow the talent cultivation program and teaching plan of the program jointly formulated by Party A and Party B according to the joint formulation of the program and shall be subject to the supervision and assessment of both parties. Party A has the right to evaluate the teaching performance of Party B's teachers and make corresponding reports and suggestions to ensure that the teaching quality is maintained at a high level.

Both parties are responsible for selecting excellent teachers to take up the teaching tasks that the program should be responsible for. Teachers dispatched by Party B must be qualified to teach in Australian universities and are officially employed by Party B. They must have more than 3 years of teaching experience in specialized courses and have no complaints about their teaching performance in the last year in order to ensure the quality of their teaching. Teachers dispatched by Party B must be approved by Party A. During the teaching period on Party A's campus, they must abide by Chinese laws and regulations and public order and morals, obey Party A's management, and their behaviors must not harm China's national sovereignty, security and public interests, and they must not spread religion.

At the time of signing this agreement, Party B shall provide Party A with the resumes of the teachers participating in the joint program and other information that may be required for Party A's review. If force majeure factors lead to staff changes of Party B's teachers, Party B shall notify Party A of the staff changes at least 30 days prior to the start of the course and provide the adjusted teaching staff materials for Party A's review. The adjustment shall be made by Party A and Party B in accordance with the relevant regulations of the Ministry of Education of the People's Republic of China and the actual situation of the two schools, but Party B shall ensure that the teaching program is not affected and the interests of the students are not jeopardized.

Article 11 School-running Model and Certificate

The format of the program is "4+0". Party A is responsible for enrollment and completes the entire program only on Party A's campus. Party A and Party B will jointly execute the teaching and assessment according to the negotiated cultivation program and determined course materials. After completing the whole program and obtaining corresponding credits, qualified graduates will be awarded undergraduate diploma and bachelor's degree certificate by Party A.

Article 12 Teaching Quality Management

Party A is the final authority on all matters related to academic standards in relation to the degree. Party B is responsible for guaranteeing the quality and standards when granting credits to the relevant courses of the cooperation and providing Party A with information to monitor the quality and standard methods of the courses.

Courses implemented by Party A using Party A's teaching materials shall be evaluated in accordance with the evaluation methods stipulated by Party A's education and teaching management; courses implemented by Party B using Party B's teaching materials shall be evaluated by both parties according to the evaluation standards provided by Party B.

Article 13 Management of Teaching Records

Party A shall set up a teaching file management system to manage the teaching files of the program in a unified manner. This management system shall be in line with the relevant regulations of the Ministry of Education of the People's Republic of China, and in line with Party A's existing management system. Party B understands and supports Party A to set up this teaching file management system and actively cooperates with this work.

Article 14 Review of Teaching Materials

Party A will formulate a system for selecting teaching materials in accordance with *the Measures for the Administration of Teaching Materials in General Colleges and Universities of the Ministry of Education of the People's Republic of China*. Party A will audit the content of the teaching materials and teaching materials introduced by Party B to ensure that the teaching materials are in line with China's education policies and relevant laws and regulations. Party B understands and supports Party A's material auditing work, if any teaching materials need to be modified or replaced, Party B will actively cooperate with Party A until the provided teaching materials meet the requirements.

Article 15 Teacher Ethics Construction

Party A and Party B agree to take "cultivating moral character" as the fundamental, and continuously strengthen the construction of teacher ethics. With process management as the means of assessment, the teacher evaluation system and files shall be established, and teacher ethics and morale shall be taken as an important basis for the annual assessment of teachers. Teachers who are not qualified in the assessment shall strictly implement the "one-vote veto" system for appointment.

Article 16 Teacher Team Building and Teacher Training

The program will continuously improve the internationalization of the faculty team. As permitted by laws, policies and agreements, Party A and Party B will work together to formulate plans for teacher team building and provide active training for teachers within the program to enhance their education and teaching level. Party B will train at least two teachers of the collaborative program for Party A each year to enhance Party A's teaching management level. The costs incurred for this training shall be borne by Party A.

Article 17 Party Building Work

According to the relevant regulations and requirements of the Ministry of Education of the People's Republic of China, once the Ministry of Education approves the establishment of this program, after the students are enrolled in the program, Party A will establish the organization of the Communist Party of China (CPC) and carry out all kinds of related activities among the teachers and students of the cooperative program in accordance with the relevant regulations;

The program will operate under the leadership of Party A's Party Committee, and Party A has the right to establish CPC branches in qualified classes, and will carry out educational work in strict accordance with the policies and regulations of the Central Committee of the Communist Party of China (CPC) and higher-level Party organizations;

Party A will carry out political and ideological education for the teachers and students of Party A in the project in accordance with the requirements of the "Three Synchronizations" and carry out Party building work among the teachers and students. Party A will arrange all kinds of party building activities, such as lectures, visits, seminars, speeches and social practice activities, in accordance with the requirements of party building.

III. Rights and Obligations

Article 18 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 19 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 bench marked 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.

Article 20 Inputs from both parties

1. Party A's input

- 1) Provide teaching space, teaching equipment, living space and basic supporting facilities necessary for the cooperative program.
- 2) Provide teachers, teaching resources and program management personnel according to the teaching requirements.
- 3) Provide convenient conditions for foreign teachers to teach in China, and provide on-campus accommodation and food.

2. Input from Party B

- 1) Provide foreign teachers with appropriate qualifications and abilities for the cooperative program.
- 2) Provide students enrolled in the cooperative program with teaching materials such as original textbooks, curriculum standards, assessment methods and other teaching materials required for the introduced foreign courses, as well as opening up on-campus teaching resources such as multimedia courseware and online books in accordance with the teaching requirements.
- 3) Train a certain number of Party A's teachers each year to help them improve their education, teaching and management level, the number of trainers each year shall be 2, and the training cost shall be borne by Party A.

IV. Project Management Mechanism and Financial Management Method

Article 21 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. The head of Party A's party organization will serve as an ex-officio member of the management committee and will have overall responsibility for party building within the program. Party B members of the joint management committee shall have a bachelor's degree or above and corresponding professional certificates, as well as more than 5 years of education and teaching experience. The responsibilities of the Joint Management Committee of the project include, but are not limited to: formulating the training program of the cooperative education, formulating the development plan, approving the work plan, supervising the implementation of the teaching plan, reviewing the budget and final account, and deciding on the continuation and termination of the project and other major matters of the education.

Under the Joint Management Committee, a Specialized Teaching Committee is set up, which is composed of teaching leaders from both sides and is responsible for formulating the assessment process and supervising its implementation. Both parties provide accurate records of their respective teaching and academic activities, adopt regularized teaching quality assessment, and carry out systematic evaluation of teaching, learning and management. Party A is the final authority on all matters relating to academic standards in relation to the degree. Party B is responsible for guaranteeing the quality and standards when teaching the relevant courses of the cooperation and providing Party A with information on the methods of monitoring the quality and standards of the courses. Courses implemented by Party A using Party A's teaching materials shall be assessed in accordance with Party A's educational and teaching management regulations; courses implemented by Party B using Party B's teaching materials shall be jointly assessed by both parties in accordance with the assessment criteria provided by Party B. The Joint Management Committee will specifically conduct self-assessment of the program according to the requirements of the construction standards of the Chinese-foreign cooperative education program, and the assessment results will be used as an important basis for the school's professional enrollment plan, program construction and dynamic adjustment. Where conditions permit, the Joint Management Committee will hire the higher education authorities or specialized education assessment institutions to implement the Sino-foreign cooperative education assessment and curriculum assessment of the program (major). Party A will integrate Party B's internationalized talent cultivation quality standards and management system, and Party B shall assist Party A in improving and upgrading the existing talent cultivation quality system to help it reach the world advanced level.

Major matters related to this cooperative education program must be approved by more than 2/3 of all members of the Management Committee, and the number of such approvals shall be more than 2/3 of all members, not more than 2/3 of those present at the meeting. If a member is unable to attend the meeting to vote for any reason, he/she may delegate the vote to other members in writing. Major matters include, but are not limited to, the following matters:

- 1) Appointment and dismissal of members of the Joint Program Management Committee;
- 2) Approving and confirming the list of members of the Professional Teaching Committee;
- 3) Formulating and revising relevant rules and regulations;
- 4) Formulating project development plan and approving annual work plan;
- 5) To raise funds for running the program and review the budget and final accounts;
- 6) To formulate and implement policies guiding the operation and management of the program;
- 7) Deciding on the extension and termination of the Sino-foreign cooperative education program;
- 8) Other important matters.

Article 22 Financial Management

This project follows the principle of public welfare, not for profit, and the project income is based on tuition. The tuition fee shall be set by Party A according to the costing of education and teaching and in accordance with the provisions of the price system of Guizhou Province. The tuition fee shall be charged in RMB and shall not be denominated in foreign currency. The tuition fees collected shall be mainly used for teaching, scientific research activities and improvement of

school conditions of the program. In Party A's financial account, a special fund is set up for the cooperative school-running project, earmarked, unified management of the project expenses. If there is any balance, it will be mainly used to improve the school conditions;

Party A is the charging party of the tuition fee, and executes the budget in accordance with the regulations on Chinese-foreign cooperative education and the agreement between the two parties, accepts the supervision of the joint management committee of the project, and ensures that the funds are earmarked for specific purposes. Party A will commission a professional auditing organization to audit the project in each fiscal year and make public the results.

Party A and Party B shall each pay all taxes and fees payable in the country where they are located in accordance with the relevant laws of the People's Republic of China and Australia as well as the relevant policies.

V. Term and Miscellaneous

Article 23 Term

This agreement, signed and sealed by both parties, shall be effective as of the date of approval of the project evaluation for a total of five cohorts of students, and shall be in effect for a period of nine years, proposed to run from 1st September 2025, to 31st December 2034, which includes the four years required for completion of all courses of study after enrollment of the fifth cohort of students enrolled in the program. The agreement will be automatically extended for four years if neither party submits a written request to terminate the execution of the agreement within three months prior to its expiration date. If both parties continue to cooperate after the expiration of the cooperation period, they may negotiate on the basis of this agreement to determine the next step of cooperation.

If either party is unwilling to continue the cooperation, it shall notify the other party in writing six months in advance, so as to ensure that the admitted students complete the corresponding studies and that the interests of the students are not lost.

Article 24 Protection of Students' Rights and Interests

For the students who cannot complete their studies in accordance with the cultivation mode of Sino-foreign cooperative education, Party A will establish a diversion mechanism in accordance with the principle of fairness in education and on the basis of complying with the relevant enrollment system, so as to protect the rights and interests of the students from being harmed. Party B understands and supports this.

Article 25 Applicable Laws

This agreement is governed by the laws of the People's Republic of China, and all kinds of legal affairs are applicable to the laws of the People's Republic of China.

Article 26 Intellectual Property Rights

- 1) The ownership of all materials, professional knowledge, technology and intellectual property rights in the cooperative education program shall belong to the investing party. Any rights or licenses in respect of intellectual property rights involved or recorded in this Agreement shall not be deemed to have been authorized to the other party;
- 2) All intellectual property rights owned or controlled by either party will continue to be regarded as its sole and exclusive property and may not be used by the other party for any purpose without the prior written authorization of the party owning or controlling such intellectual property rights;
- 3) Both parties shall have 50% ownership of the intellectual property rights arising from the jointly developed new course materials.

VI. Dispute Resolution

Article 27 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 28 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 29 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 30 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 31 Effect and Text

The Agreement shall be written in Chinese and English with equal legal effect and prepared in three copies. The contents of the Chinese and English texts shall be identical. In case of conflict between the Chinese and English texts, the Chinese text shall prevail. 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 be effective as of the date of approval of the project evaluation.

Legal representative of Party A:



(signature)



Stamp of Party A:

Signing date: 2024.9.20

Legal representative of Party B:



(signature)



Stamp of Party B:

Signing date:

President and CEO office
www.icms.edu.au

Sep. 21. 2024