

COOPERATION AGREEMENT ON INTERNATIONAL EDUCATION

国际教育合作协议

甲方：（中国）广东茂名健康职业学院

Party A: (China) Guangdong Maoming Academy of Health

地址：中国广东省茂名市电白区安乐东路 1 号

Address: No.1, Anle East Road, Dianbai District, Maoming City, Guangdong Province, China

乙方：（菲律宾）菲律宾圣保罗大学

Party B: (Philippines) St. Paul University Philippines

地址 Address: Mabini St., Tuguegarao City, Cagayan 3500, Philippines

为整合中国、菲律宾的优质教育资源，经友好协商，甲、乙双方就国际教育合作事宜达成以下协议。

With the purpose of integrating the fine-quality educational resources of China and Philippines through full discussion, Party A and Party B entered into the following agreement:

一、合作双方 Cooperative Parties

甲方是中国教育部及广东省人民政府批准，具有自主办学资质的高等教育机构，可与外国教育机构合作，开展教师交流、学生交换、留学预科教育和中外合作办学等国际教育交流合作。

菲律宾圣保罗大学是菲律宾高教委直属的具有本科、硕士和博士办学资质的教育机构，是中国教育部承认并推荐的 30 所菲律宾高校之一。

Permitted by the Ministry of Education of People's Republic of China and Guangdong Provincial Government, Party A is a vocational education institution having the qualification of running a school independently. The international education exchange and cooperation can cover such areas of cooperation with foreign educational institutions, teacher exchange, student exchange and programs of preparatory courses as well as running a school with foreign counterparts. SPUP is an autonomous higher education institution accredited by the Commission on Higher Education (CHED) in the Philippines, which is eligible for awarding Bachelor's Degree, Master's Degree and PhD, and one of the thirty universities that are recognized by the Ministry of Education of the People's Republic of China.

二、合作目的与宗旨 Purpose & Aim

甲乙双方以互惠、互信为原则，发挥各自的资源优势进行合作，以提升各自的社会影响力。为社会培养更多实用型的高级人才，并借助与之合作机构及平台，提供更好的就业机会和渠道。甲、乙双方利用各自资源，共同合作开发中国、菲律宾、包括加拿大的教育市场。

Taking mutual trust, mutual reciprocity and mutual benefit as the principle, both Party A and

Party B shall cooperate on one's own resource advantage in order to reap favorable social and economic benefits, and promote one's own social influence power with the target of cultivating more and better high-level applied talents. Making use of Party B's cooperative institutions and platforms like FMIEG and other resources in Canada as well as in China, these students can be provided better job opportunities. Party A and Party B jointly develop the educational markets of China、Philippines and Canada.

三、合作内容及方式 **Content & Mode**

1. 甲方将其有学历提升需求的毕业生按乙方要求推荐给乙方，乙方授权国际教育处负责大中国地区招生等事务的罗永明博士及柯颖晓博士全权处理相关事宜。柯颖晓博士代表乙方与甲方共同指导学生做好入学申请的相关事宜。

According to the requirements of Party B, Party A refers its students, who have graduated and desire to further study for higher degrees, to Dr. Vince Yongming Luo and Dr Faith Ke Yingxiao, the only legal representative in China authorized by Party B. On behalf of Party B, Dr. Faith Ke Yingxiao cooperates with Party A to jointly guide students to prepare requirements and apply for the enrolment.

2. 甲方指派主管国际合作事务的负责人与乙方委派的项目负责人柯颖晓博士具体对接相关事宜，包括教师学历提升、学生推送、教师交流、学生交换、预科课程及英语培训等。

Party A shall appoint the specific person responsible for International Cooperation Affairs to coordinate with Dr. Faith Ke Yingxiao on all related issues regarding the education programs like enhancement of teachers' degree, the recruitment of Chinese students, teacher exchange, student exchange, preparatory courses and English training, etc.

四、甲乙双方的权利与义务 **Rights & Obligations of Both Parties**

(一) 甲方 Party A:

1. 负责项目宣传和按程序选拔、推荐优秀学生。

Responsible for the promotion and recruitment for the programs as well as selection and reference of excellent students based on the procedure and requirements.

2. 负责指导学生准备好相关申请材料、办理签证，做好提前的英语教育和素质培养，负责组织学生前往菲律宾圣保罗大学报到。

Responsible for calculating the number of students who apply to study in SPUP, guiding them to prepare requirements and collecting related fees, meanwhile, preparing the students in English and quality education in advance so that they can easily get used to the study and life in the Philippines, and organizing the students to go and enroll with Party B.

(二) 乙方 Party B:

1. 同意甲方以赴菲律宾圣保罗大学留学的名义开展相关的宣传活动，甲方的宣传内容要根据乙方提供的资料进行开展。

Agrees on related recruitment activities under its name for recruiting students to study at SPUP, and the content of promotion materials shall be based on the materials provided by Party B.

2. 负责甲方推送的学生在菲律宾学习期间正常的教育教学及安全等服务。负责甲方推送的学生在乙方正常完成学业后，授予其应得学位并办理中国教育部门认证所需要的相关文件。对于通过加拿大或美国护士职业资格考试的学员，直接安排其到加拿大就业。

Responsible for safety and education service of Chinese students.

Responsible for conferring Degree and releasing Transcript of Record and other related documents which are required by the Ministry of Education of the P.R.China for authentication and recognition, and FMIEG afterwards helps the students get their degrees authenticated and recognized by related Chinese government department. Meanwhile, FMIEG arranges for graduates who pass Canadian or American Nursing License to work in Canada.

五、合作费用 Relevance of Fees

1、学生在甲方就读期间由甲方收取规定的相关费用，到乙方报到后，就按乙方有关规定缴纳相关费用。

Party A collects the stipulated fees when students study with Party A, and Party B collects the stipulated fees when students enroll and study with Party B.

2、甲乙双方必须严格执行当地物价部门核定的有关学杂费等收费标准，不得随意涨价或巧立名目收费。

Both parties shall strictly obey the standard of fees in the Memorandum of Agreement signed by Party B and FMIEG, avoiding increasing the tuition fee and other fees or collecting money from Chinese students by adding new items.

六、交流和交换 Communication and Exchange

1、甲方在乙方同意的前提下，可以安排教师到乙方处跟班学习以提高教学水平；与此同时，乙方也希望在乙方校园内培训甲方教师和学生。

Under the agreement with Party B, Party A arranges for teachers to study with teachers of Party B with the purpose of improvement of teaching levels. Meanwhile, Party B is also expected to train students and teachers from Party A in the campus of Party B.

2、甲方在寒暑假期间可以组织学生到乙方处进行交流游学。乙方也可以在假期或其他时间选派学生到甲方处学习交流。

On summer and winter holidays, Party A may organize its students to visit or study English with Party B, and Party B may also select and send its students to communicate and study with Party A on their holidays.

七、合作期限 Cooperation Term

本协议自甲乙双方签字之日起生效，有效期3年，合同到期时若双方合作愉快，彼此认可，可以重新签订合作协议。

The agreement shall come into effect after being signed by both parties, and it shall last for five (5) years from the signed date. It shall be signed again when it comes to expiry date and upon merits of the agreement based on mutual accomplishments and benefits.

八、协议的变更 Change of the Agreement

本协议未尽事宜，或需变更，须共同协商，做出书面补充协议。

Any change or affairs not stated in this agreement shall be covered by written supplemental agreement reached between both sides through negotiation. The supplemental agreement has the

same legal effect as this agreement.

九、合同中止及不可抗力 Termination & Force Majeure

1. 由于政治原因、自然灾害、战争及其它不可预见因素，或对其发生及后果不能防止或避免的不可抗因素影响本协议的履行或不能按预定条件履行的，遇上述不可抗拒因素的一方应立即通知对方，并应在三十日内提供详情及有效证明文件。因不可抗力致本协议中止时，签约双方互不承担经济责任。因不可抗力致本协议中止时，签约双方应共同对参加本教育项目学习的学生做出妥善安排，并将学生的损失降到最低限度。

When unpredictable circumstances like political policy, natural disasters, war or other force majeure whose occurrence and consequences cannot be prevented, and which leads to the situation in which the agreement cannot be carried out or be implemented as planned, the Party who suffers one of the above shall notify the counterpart without delay and provide details and valid supporting documents within thirty (30) days. If the agreement has to terminate because of force majeure, neither side shall bear the economic responsibilities. In addition, both Parties shall make proper arrangements for participants of the education programs, and do their best to minimize the students' loss.

2. 本协议执行期间，任何一方如有不规范操作，违背协议约定，在对方提出三次整改要求后，在相应整改期内未进行有效整改的，对方有权提出解除本协议。但甲乙双方应继续履行各自职责，完成未完成的教育培训，不得侵犯已入学学生的合法权益。

During the implementation of the agreement, if any Party's improper conducts breach the agreement, and the said Party makes no corrections during the period of correction after the counterpart's warning for three times, the counterpart shall have the right to suggest terminating the agreement. Nevertheless, both sides have duties to complete the ongoing educational activities and must not violate the legal rights and interests of the enrolled students.

十、违约责任的认定和赔偿 Establishment of Breach Responsibilities and Indemnifications

1. 签约的任何一方，不能按约定的时间、方式和要求履行本协议应承担的责任、义务，均视为违约。

It shall be regarded as breach if any side cannot implement the agreement and perform its own duties or responsibilities in accordance with the time, manner and requirements stipulated.

2. 违约方因其违约行为造成本协议目标不能实现或给签约对方造成经济损失，均应承担相应的赔偿责任。

If behaviors of the breach side cause the objective of the agreement not being realized or cause economic loss for the counterpart, the breach side shall bear the relevant compensation duties.

3 违约方因其违约行为或其不当行为引发与第三方纠纷，致使无责任的签约方被要求承担连带赔偿责任时，无责任的签约方有权要求有违约责任或实施不当行为的签约方赔偿相应的损失。

If the breach behavior or improper behavior of the breach side causes dispute with a third Party and involves the counterpart into the compensation affairs, the Party who has no faults shall have the right to request the breach side (or the side which has improper behaviors) to indemnify the relevant loss.

十一、争议的解决 Dispute Settlement

1. 本协议的执行过程中如发生争议时，先共同协商解决。

Any dispute in the implementation of the agreement shall first be resolved through negotiation by the two Parties.

2. 不能协商解决的争议，可向有管辖权的属地法院起诉。

As to disputes which cannot be solved through negotiation, both sides may appeal to the Court with jurisdiction.

十二、其它 Others

本协议用中英两种文字书写，甲、乙双方各执三份（教育行政部门备案一份，学校保留一份，执行人一份），具有同等法律效力。

The agreement is drawn up in both the Chinese and the English languages, three copies for Party A, two for Party B and one for FMIEG, and each copy has equal legal effects.

DEPING LIANG

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Health Vocational College

President

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乙方：（菲律宾）圣保罗大学

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