

中国上海思博职业技术学院与美国协和大学
合作举办应用英语(涉外服务管理)专科教育项目
协议书

前言

在认识国际教育重要性的基础之上，以及在相互尊重和合作的名义之下，美国协和大学（简称协和大学）和上海思博职业技术学院（简称思博学院）一致同意协作共同发展和管理上海思博职业技术学院的中国籍学生应用英语专业（涉外服务管理方向）的高等专科教育项目。根据双方 2018 年 4 月达成的共识，双方签订如下协议：

第一条 合作双方

甲方：上海思博职业技术学院
南汇惠南镇城南路 1408 号，邮编:201300
法人代表：皋玉娣，校长

乙方：美国协和大学
美国威斯康星州麦宽市北湖滨大道 12800 号，邮编 53097
法人代表：Patrick T. Ferry, 校长

第二条 合作办学宗旨及培养目标

- 2.1 合作办学宗旨：促进和加强中美两国之间的教育与文化交流，尤其是两校在应用英语、服务管理跨学科人才培养领域的合作。本合作办学项目将引入协和大学在语言训练、旅游管理、会展管理等领域课程设置以及教学实施方面的优质教育资源，并始终坚持中外合作办学的公益性原则。
- 2.2 培养目标：培养热爱涉外服务管理事业，具有国际化涉外服务管理理念，能胜任现代多文化背景下涉外服务管理实践需要的高素质人才。

第三条 合作项目名称、学制、招生情况和期限

- 3.1 合作项目名称：上海思博职业技术学院与美国协和大学合作举办应用英语专业（涉外服务管理方向）高等专科教育项目。
- 3.2 招生规模和录取标准：每年招生人数不低于 30 人不超过 100 人，按照中国全国高考录取分数线择优录取。录取学生注册后，思博学院将向协和大学国际学生招生部门提供完整学生信息。所有证件及相关材料附有准确的翻译件。本项目学生将同时注册协和大学学籍以及分配学号。
- 3.3 教学计划及安排：本项目教学计划由双方共同制定（课程计划见附件 1），所有课程以中文或英文为教学语言。其中占全部课程和全部教时数三分之一的核心课程和教学时数由美国协和大学的教师在思博学院承担，三分之二课程和教学时数由思博学院教师

负担。

- 3.4 学制和学位：全日制三年，在中国境内学习，满足思博学院毕业和学位条件的，将被授予上海思博职业技术学院毕业证书以及协和大学颁发的写实性证书。
- 3.5 满足协和大学国际学生入学标准的部分学生可于第三年赴协和大学交流学习。符合条件的学生将获得协和大学的管理学副学士学位。获得副学士学位的学生如果继续学习并达到协和大学本科要求，可获得协和大学学士学位证书。
- 3.5 思博学院将为每位协和大学来沪授课的教师配备助教。思博学院将依据需要定期派出优秀教师和教学管理干部赴协和大学进修，以提高思博学院师资及管理队伍整体水平。

第四条 双方权力与义务

4.1 思博学院的权利与义务：

- 4.1.1 负责为本合作项目申请中国教育主管部门的批准、备案、报告等；
- 4.1.2 负责项目的招生、录取及学生管理，推荐符合条件的本项目学生前往美国协和大学完成第三年的交流学习；
- 4.1.3 与协和大学合作开发课程、教学大纲和相关的教学材料；
- 4.1.4 提供三分之二的课程；

4.1.5 提供在思博学院教学的教室、教师、必需的教学设施和资源；

4.1.5 负责该项目在中国的日常管理，确保达到中国教育质量标准；

4.1.6 为来沪授课的美方教师提供食宿和因授课而产生的市内交通，管理来沪授课的美方教师；

4.1.7 为符合条件的项目学生颁发思博学院的毕业证书。

4.2 协和大学的权利与义务：

4.2.1 协助甲方，为项目申报以及其后的备案、报告等提供所需的相关文件；

4.2.2 与思博学院合作开发课程、教学大纲和相关的教学材料；

4.2.3 为项目提供三分之一符合教学要求的协和大学教师来华授课，为来华教师提供必要的帮助和培训，确保按照协议进行授课；

4.2.4 与思博学院合作，负责本项目第三年赴美研读阶段的学生注册、教学与管理；

4.2.5 学生赴美完成学习过程中，提供签证所需的材料和协助，以及确保学生赴美后享受与协和大学其他国际学生同等的学生服务；

4.2.6 提供在协和大学教学的教室、教师、必需的教学设施和资源；

4.2.7 为在美学习并达到副学士学位要求的学生颁发相应的管理学

副学士学位证书以及达到学士学位要求的学生颁发学士学位，并保证颁发的学位与其在美国颁发的学位证书相同，并获得威斯康星州或美国政府的承认。为未赴美但完成了双方共同制定的培养计划的学生颁发修读此项目课程的写实性证书。

第五条 管理

5.1 合作双方共同成立“上海思博职业技术学院与美国协和大学合作举办应用英语(涉外服务管理方向)专业教育项目”管理委员会。管理委员会由 5 名成员组成，其中甲方 3 人乙方 2 人。双方学校的校长将作为项目的主管人，其中甲方校长作为管理委员会主任，乙方校长作为管理委员会副主任。管理委员会人数可以根据需要有所变更。

其中双方学术与管理的联络人为：

姚大伟

上海思博职业技术学院

副校长

南汇惠南镇城南路 1408 号，邮编:201300

电话：021-68027839

邮箱：yao_dw@126.com

Dr. David Birner

助理副校长

美国威斯康星协和大学

12800 North Lake Shore Drive, Mequon, Wisconsin 53097

电话: 1-262-243-4457

邮箱: david.birner@cuw.edu

- 5.2 管理委员会职责：在协议执行过程中，为项目协议的修订增补做出建议，并获得双方法人许可；为达成共同目标而积极解决纠纷或问题；任命或解除项目的联络人；决定和监督预算及其他财务事项的制定和执行。
- 5.3 每年按照协定日期召开管理委员会。管理委员会会议至少应有 4 人参加；如有事关双方利益的特别事由，需至少 4 个委员会成员同意。
- 5.4 财务管理：项目学生就读期间，对在思博学院就读的学生由中方按中国和上海市政府批准的标准收取学费，用于支付学生完成本项目的教学、服务和管理等各项费用。思博学院学校账户设立本项目专项，统一办理收支业务。其中美方授课部分，思博学院按照实际教学成本向协和大学来沪授课教师支付教学费用。支付时间为每学年开学前。
- 5.5 协和大学对赴美就读的项目学生按照协和大学官网公布的国际学生学费标准收费。

5.6 双方同意对上述财务安排进行每年评估并根据情况调整。

5.7 协议双方对学生的应尽义务：在出现协议提前终止的情况下，协议双方同意完成针对项目已注册学生的应尽义务，并保证在协议终止书面通知的整个期限内共同努力以保证那些在协议提前终止前注册的学生完成他们的课程学习并获得相应的证书。

5.8 协议双方应保证在本项目中的教学计划、课程设置、教学内容、考核标准应当不低于在其所属国的标准和要求。

5.9 乙方应当注意尽到自己的义务，维护赴美就读学生的权益与安全。如赴美就读学生发生损害，乙方应当及时通知甲方和学生家长，并采取相应措施，减轻或者避免加重赴美就读学生的损害。

第六条 知识产权

6.1 本协议签署期限内以及今后的续签或延期协议中，由协议一方向另一方提供的材料中，只要存在包括版权、专利、数据、地名权、商标（注册和未注册的）、等待注册的申请、商业机密、知情权和在当前世界范围内存在的一切形式的其他知识产权和工业产权（在这里统称为知识产权），此知识产权将永远属于提供方并受到保护。

6.2 双方一致同意为协议的另一方提供在世界范围内免费使用那些为了用以支持此专业教学而创建的相关资源的权利。

6.3 协议双方为此专业提供的相关教材将仅限于在此协议涵盖的范围内使用。

6.4 协议的任何一方保证在此协议下，由其提供的针对此专业的教材不应侵犯任何第三方的权利。

第七条 协议期限、过失责任和法律

7.1 此次合作的持续时间为 10 年，每 5 年评估一次，并经由双方书面协定，合作可以延续。合作生效日期由最后一次签字人所签署的文件的日期为准。任何修改都必须经过双方的一致同意。

7.2 协议双方对其员工、代理或其它在其直接领导下的单位和个人在执行此协议期间的行为负责。

7.3 违约责任及协议的解除

7.3.1 因不可预见或其他无法抗力因素影响而致使本协议终止时，一方应给予另一方书面通知。

7.3.2 若本项目因未能获得相关部门的审批通过或者许可导致本协议不能履行的，则本协议自动终止，双方互不承担违约责任。

7.3.3 任意一方违反本合同约定，均需向守约方承担违约责任，赔偿守约方因违约方的违约行为所造成的损失。

7.3.4 如任意一方要求终止本合同，需提前 30 天通知另一方，经

双方协商一致后方可终止本合同。

7.3.5 无论因为何种原因导致本合同终止,双方都应按照本合同 5.7 条,采取必要的措施以保证对学生应尽的义务。

7.4 在项目的实施过程中,双方都承诺按照属地原则。在中国期间,所有项目有关的元素,包括但不限于项目审批、实施、教材、学生、教师等均应遵守并适用中国及上海市相关法律法规规定;在美国期间,所有项目有关的元素,包括但不限于项目审批、实施、教材、学生、教师等均应遵守并适用美国及威斯康星州相关法律法规规定。

7.5 如遇任何争议,双方同意通过友好协商解决。如果协商不能达成协议时,则双方同意提交香港国际仲裁中心“HKIAC”进行仲裁解决。

7.6 本协议一式叁份,甲方贰份,乙方壹份,均具有相同法律效力。本协议有中英文两种文本,均具有相同法律效力。如遇争议,以中文版本为准。

7.7 本协议自双方签字或者盖章后生效。

Handwritten signature in Chinese characters.

签字

皋玉娣 院长

中国上海思博职业技术学院

日期 2018. 9. 21



Handwritten signature: Patrick T. Ferry

签字

Patrick T. Ferry, 校长

美国威斯康星协和大学

日期 21 September 2018

Educational Services Agreement

BETWEEN

Concordia University
UNITED STATES OF AMERICA
AND

Shanghai SIPO Polytechnic
PEOPLE'S REPUBLIC OF CHINA

FOREWORD

In recognition of the importance of international education and in the name of mutual cooperation and respect, Concordia University (hereafter CU) and Shanghai SIPO Polytechnic (hereafter SIPO) agree to collaborate in the development and administration of SIPO's associate degree program for Chinese national undergraduate students in the area of Applied English (hospitality and event management). Based upon mutual agreement in the Memorandum of Understanding, both parties agree on the following principles as a supplementary agreement to the MOU.

1. COLLABORATIVE PARTIES

Party A: Shanghai SIPO Polytechnic
1408 Chennan Road, Huinan Town, Nanhui District, Shanghai, China, 201300
Legal Person: Yuti Gao, President

Party B: Concordia University
12800 N. Lake Shore Drive, Mequon, WI, USA, 53097
Legal Person: Patrick T. Ferry, President

2. PROGRAM OBJECTIVES AND LEARNING OUTCOMES

- 2.1 Program objectives: to promote educational and cultural exchange between China and the United States, especially through collaboration in the Applied English (hospitality and event management) program. This educational collaboration will introduce best practices in the curriculum development and teaching strategies of hospitality and event management as well as English language teaching from CU, and operate on the principle of non-profit.
- 2.2 Learning outcomes: to train high quality students who have a global vision of hospitality and event management and who are ready to start a career in hospitality and event management within multi-culture context.

3. PROGRAMMING DETAILS

- 3.1 Program name: an international cooperative degree program in Applied English (hospitality and event management) between CU and SIPO.
- 3.2 Enrollment and admission: this program will enroll a minimum of 30 and a maximum of 100 new students each year at the location of SIPO. Students will be selected based upon their admission scores of the Chinese National Entrance Examination for College. All supporting documentation for new students will be made available to CU's International Admission Department after enrollment. Accurately translated English copies will accompany all credentials and other relevant documents. Students in this joint program will be enrolled into CU's system and assigned with a CU student ID.
- 3.3 Curriculum: the curriculum is jointly designed by the two parties as shown in the appendix, and the courses will be delivered either in Chinese or English. One third of the courses will be taught by CU instructors on the campus of SIPO; and two thirds of the courses will be taught by faculty from SIPO.
- 3.4 Duration of study and Degrees: fulltime three years in China. Qualified students who meet the graduation requirement of SIPO will be issued SIPO's graduation certificate and a certificate of completion of this program by CU.
- 3.5 Qualified students who meet CU's international students admission standards can apply to study at CU campus for their third year. Upon successful completion of study, these students will be granted an



Associate Degree in Business Management from CU. All students who already have been conferred a CU Associate degree may choose to continue their study at CU campus. Students who have met CU Bachelor Degree requirements will receive Bachelor's Degrees from CU. In order to receive a Baccalaureate degree from CU, more than fifty percent of the credits earned must be CU courses. CU agrees to transfer in mutually agreed SIPO courses in fulfillment of the Baccalaureate degree.

- 3.6 SIPO will designate a teaching assistant to each CU faculty member who will teach at SIPO Campus. If needed, the teaching assistant and related faculty members/administrators will be sent to CU for training in order to improve the level of SIPO's teaching and management.

4. RIGHTS AND OBLIGATIONS

- 4.1 SIPO has the right and is responsible for:

- 4.1.1 obtaining approval for the proposed program from Chinese education authorities to deliver the international collaborative program in Applied English (hospitality and tourism management);
- 4.1.2 undertaking student recruitment, admission, administrative support for the program students; recommending students who fulfill CU's requirement to continue their third year of study on CU campus;
- 4.1.3 co-developing the joint curriculum, syllabus and related teaching materials with CU faculty;
- 4.1.4 offering two-third of the courses in the joint curriculum;
- 4.1.5 providing classrooms, necessary teaching facilities and resources at the SIPO campus;
- 4.1.6 meeting Chinese quality standards in China and the day-to-day management of the program in China;
- 4.1.7 providing food and lodging and local transportation for CU instructors who come to SIPO to teach;
- 4.1.8 issuing a graduation certificate from SIPO to qualified students in this cohort.

- 4.2 CU has the right and is responsible for:

- 4.2.1 providing requested documents to support the program approval;
- 4.2.2 co-developing the curriculum, syllabus and related teaching materials with SIPO faculty;
- 4.2.3 providing CU instructors to teach at least one-third of the total courses at SIPO campus, and providing necessary assistance and advice to CU instructors in delivering the agreed courses in China;
- 4.2.4 co-operating with SIPO for third year student enrollment at CU;
- 4.2.5 admitting qualified students, providing necessary documents and assistance to students in obtaining visas and necessary support services that are equal to other exchange students who study at CU;
- 4.2.6 providing the classroom, necessary teaching facilities and resources including teaching staff for the third year of study on the CU campus;
- 4.2.7 issuing an Associate Degree in Business Management to qualified students who have met the degree requirement, and Bachelor Degree to qualified students who have studied for two years at CU and meet CU's degree requirements and ensuring that certifications are the same as the ones awarded in the U.S.A, and recognized by the State of Wisconsin and United States Government. Issuing a certificate of completion to students who have not been to CU but finished the jointly-designed courses at the SIPO campus.

5. MANAGEMENT AND OPERATION

- 5.1 The two parties will set up a Management Board for the "international cooperative degree program in Applied English (hospitality and tourism management) between CU and SIPO". The Board shall be comprised of five members, with three out of which will be designated from Party A and two from Party B. The two presidents will serve as the chief officers of the Board, with President from Party A as the Director and President from Party B as the deputy Director. Members of the Board shall be readjusted as necessity arises.

Academic and administrative points of contact will be:

Dawei Yao
Vice President, International Programs
Shanghai SIPO Polytechnic
1408 Chennan Road, Huinan Town, Nanhui District, Shanghai, China, 201300
Tel: 021-68027839
Email: yao_dw@126.com

Dr. David Birner
Assistant Vice President, International Affairs
Concordia University
12800 North Lake Shore Drive, Mequon, Wisconsin 53097
Tel: 1-262-243-4457
Email: david.birner@cuw.edu

- 5.2 Responsibility of the Board: in the course of the Agreement's execution, to advise and submit supplements and/or modification to the Agreement and to seek approval of legal representatives of both parties; to provide support to and assistance in resolution of issues and/or problems in order for mutually established goals and objectives to be achieved; to appoint or remove the academic coordinator of the program; to determine and supervise execution of budget plan, final accounts and critical financial matters.
- 5.3 An annual general meeting of the Board shall be held at a mutually agreed upon date and venue. A Board meeting shall only be held with at least four members participating; in the event of a critical issue that concerns mutual interest, a resolution shall only be made upon agreement by at least four of the Board members.
- 5.4 Financial management: in accordance with regulations for the collection of fees approved by the government in Shanghai and China during the period of time the students are studying in China, all tuition fees will be contributed to the teaching practice, student services and management etc. SIPO will collect tuition from students for their study in China. SIPO will financially support the teaching undertaken by CU instructors in China, at a mutually agreed rate that reflects the actual cost for faculty compensation. SIPO will make the agreed upon payments to CU within the first month before each academic year.
- 5.5 For students who continue with their third year program at the CU campus, CU will charge tuition based upon the current international student tuition rate as published on the CU website;
- 5.6 Both parties agree to annually review the above-mentioned financial management and fee policy and make changes mutually, as necessary.
- 5.7 Residual obligation to students: in the event that provisions for early termination of this Agreement are invoked, both CU and SIPO recognize their residual obligations to students and agree to continue to work together throughout the duration of the period of written notice of termination to ensure that any student enrolled in the Program before the date of early termination is given the opportunity to complete their program of study and obtain the expected certificates or degrees.
- 5.8 All teaching plans, syllabus, teaching contents and assessment standards in this program from both parties shall meet all necessary quality standards of the countries where the courses are delivered.
- 5.9 Party B shall fulfill his obligation to protect students' rights and interests and safety at the CU campus. If students encounter injuries at the CU campus, Party B shall inform Party A and parents immediately and take appropriate measures to mitigate and/or minimize further injuries.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 During the period covered by the Agreement, and all its renewals and extensions, all copyrights, patents, databases, rights for geographical names, trademarks (registered or unregistered), applications for registration, trade secrets, rights to know, and any other forms of intellectual or industrial properties that may occur in any parts of the world (hereafter referred as "Intellectual Property Rights") in all the materials provided by either CU or SIPO to the other party involved in the Program belong to and are vested in the originating party;
- 6.2 Both CU and SIPO agree to provide the other party with a worldwide royalty free license to use any resources created solely by them to support the delivery of the program;
- 6.3 The use of CU and SIPO of all materials supplied by the other party in connection with this program is restricted exclusively to the Program covered by this Agreement.

6.4 Each party warrants that the materials provided by it under this Agreement shall not infringe on the Intellectual Property Rights of any third party.

7. DURATION, LIABILITY AND LAW

7.1 The duration of this agreement is ten (10) years, and may be extended by mutual written agreement. The effective start date is the date noted by the last signatory. Any revisions to the agreement require the mutual consent of the two parties.

7.2 Each party warrants that it will be responsible for the actions of its employees, agents or others under its direct control in carrying out the Programs.

7.3 Responsibility of breach of agreement and termination:

7.3.1 Should early termination of this agreement become necessary for an unforeseen reason or unavoidable and insurmountable circumstances, written notice shall be given to the other party.

7.3.2 The agreement will be terminated if the collaborative program does not receive the approval from relevant authorities, and both parties are not responsible for breach of agreement.

7.3.3 Either of the two parties fails to fulfill the obligations of the terms stipulated by the agreement shall be liable and compensate for the losses caused by the actions of the delinquent party.

7.3.4 30-days advance notification should be given to the other party if either of the two parties requires terminating this agreement. The agreement shall be terminated after mutual consent.

7.3.5 No matter what causes termination of the agreement, appropriate steps will be taken by both parties to fulfill the obligations to students listed in 5.7 above.

7.4 This agreement shall abide by the laws and regulations based on the principle of territorial jurisdiction. During the period of time in China, all terms, including but not limited to program approval, implementation, teaching materials, students and teachers, shall abide by the laws and regulations of China and Shanghai. During the period of time in the United States of America, all terms, including but not limited to program approval, implementation, teaching materials, students and teachers, shall abide by the laws and regulations of the United States of America and the State of Wisconsin.

7.5 In the event that any difference or dispute arises between the parties, both parties agree to attempt to resolve these through friendly discussion. In case aforesaid dispute cannot be settled through discussion, such disputes shall be submitted to the arbitration party, namely, Hongkong International Arbitration Center (HKIAC). In the event of any disagreement, the Chinese laws shall be applied.

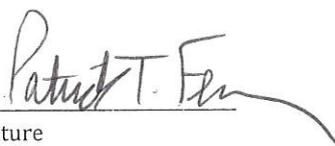
7.6 This agreement shall be kept in triplicate with legal binding force, two for Party A and one for Party B, and is available in both Chinese and English version with legal force. In a case where a discrepancy occurs, the Chinese version shall prevail.

7.7 This agreement, shall come into force, after its being signed or sealed by the parties concerned.



Signature
Yuti Gao, President
Shanghai SIPO Polytechnic

Date: 2018-9-21



Signature
Patrick T. Ferry, President
Concordia University
Date: 21 September 18

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