

广州城市职业学院

广州金天广利教育培训有限公司

关于中马合作办学项目执行协议书

2018年9月

甲方：中国广州城市职业学院（以下简称甲方，广州城院）

地址：广东省广州市广园中路248号

法人代表：张连绪

联系方式：+86 020-86374495

联系人：林向建

乙方：广州金天广利教育培训有限公司（以下简称乙方，金广国际）

法人代表：吴伟

地址：广东省广州市越秀区中华国际中心B座1406

联系方式：020-83521282

联系人：吴伟

中国广州城市职业学院与马来西亚城市大学两校在酒店管理、建筑工程技术、会计、广告设计与制作、视觉传播与制作、网络新闻与传播专业开展中马合作办学专科项目（以下简称中马合作项目）；为增进和了解双方学校在教育方面的研究和教学理念的融合，保证两校中马合作办学项目的顺利开展，根据广州城市职业学院与马来西亚大学 2018 年 4 月签署的《合作共建广州城市职业学院吉隆坡本科校区广州城市职业学院“中马国际学院”暨马来西亚城市大学广州校区合作框架议定书》之特别约定条款，与马来西亚城市大学的特别授权（见附件）基础上达成如下协议。

## 一、合同宗旨与原则

通过该合作办学项目以促进中马两校之间的优质教育资源共享，对中国广州城市职业学院现有的酒店管理、建筑工程技术、会计、广告设计与制作、视觉传播与制作、网络新闻与传播专业专科专业的课程结构和教学内容进行改革，进一步促进该学科的建设与发展；培养具有扎实的理论基础，较强的创新能力，熟悉以上领域的国际发展和运作机制，较强的国际就业与国际交往能力的高素质人才。

## 二、甲方的权利与义务

- 2.1 负责中马合作项目审批中国政府方面需要材料的组织和申报，协助乙方完成乙方所需要材料的搜集和整理。
- 2.2 项目获得批准后，负责按照中国教育部和广东省教育厅的规定，办理相应的招生、收费等手续，并组织招生。
- 2.3 项目招生完毕后、将项目招收学生信息汇报整理，通过乙方，向马来西亚城市大学注册学籍。
- 2.4 组织符合中马合作办学项目的中国本校师资，完成合作办学项目教学大纲中规定的，应由广州城市职业学院教授的中马合作项目的课程。
- 2.5 为马来西亚方面派往中国教授中马合作办学项目教学大纲规定的马方授课项目的教师和项目管理人员（每学期不超过2人）提供不超过2个月的校内的住宿，通讯和必要的办公场所，设备；提供最近的机场接送服务和前来中国的签证申请、延期等协助。



2.6 根据马来西亚城市大学考试工作的规定，负责进行并监督学生的所有考试工作。在马来西亚城市大学要求的情况下，及时安全地将考卷密封寄往马来西亚城市大学；如需要应向马来西亚城市大学提供学生作业及答案样本。

2.7 将学生关于项目的反馈信息及时通知马来西亚城市大学，包括各种调查问卷、建议、投诉。按照马来西亚城市大学的要求，在处理上述反馈意见的过程中给予必要的协助及合作。

### 三、乙方的责任与义务

3.1 代表马来西亚城市大学，参加中马合作项目的管理委员会，与广州城市职业学院协商后确定项目的课程方案、学生入学要求；组织学生入学测试；提供项目管理人员协调项目的学术问题、招生，学生管理等有关的项目事务；为项目任教的教师的互访，交流提供签证和行前指导等必要协助。

3.2 代表马来西亚城市大学，协助广州城市职业学院报批材料准备，招生宣传、安排学生注册、学籍管理等工作。

3.3 负责协调马来西亚城市大学为项目提供授课所需的所有材料的原本，包括课本及使用说明、参考书等项目发展所需资源。

3.4 负责协调马来西亚城市大学根据商定的，经过广东省省教育厅审批，中国教育部备案的合作办学项目专业的教学计划，提供符合条件的马来西亚本校及本校认可的，符合任职

条件的教师讲授马方承担的教学任务。

3.5 负责协调马来西亚城市大学设置并监督授课的所有作业、课程及论文并考试、进行出题和评分。

3.6 负责协调马来西亚城市大学对中马合作项目的教学及辅导质量实施监督。

3.7 根据马来西亚城市大学的学科要求，负责协调对完成中马合作项目的学业的学生按时颁发专科毕业证书（Diploma）。

3.8 马来西亚城市大学对中马合作项目课程所做的任何修改，负责在实施前至少提前3个月通知中国广州城市职业学院。

3.9 根据协议和授权，负责代收代支马来西亚城市大学派遣来华的教师、管理人员在教授和协调项目时的如下费用：工资和薪金、海外津贴、国际旅费、来华工作签证费用、保险。

3.10 负责协调和支持、协助项目中及毕业学生赴马来西亚城市大学继续学习的学生签证、住宿安排及证书的申请，为他们提供必需的实验室设施和教学设备。

3.11 负责协调马来西亚城市大学免费培训广州城市职业学院的中马合作项目中的任教中方师资，提供培训期间的校内住宿（不超过2个月）；其他旅费、餐饮等费用由广州城市职业学院或培训师资自行承担，培训教师每学年不多于2人。

3.12 项目在读或毕业学生如前往马来西亚城市大学就读，



为保证项目服务质量，马来西亚城市大学与中国广州城市职业学院共同指定乙方为中马项目就读学生、毕业学生为提供学校咨询和签证申请及后续服务的唯一提供方。学生前往马来西亚城市大学留学、交换所产生的服务费用，由学生本人自愿按照市场价格支付给乙方。

#### **四、财务与招生安排**

4.1 中马合作办学项目的学生需在广州城市职业学院报到、缴纳学费、注册费由广州城市职业学院负责收取。

4.1.1 学费标准目前为 15000 元/生/年，注册费 500 元/生/年，具体以广东省物价部门的审批为准。

4.1.2 马来西亚城市大学按年度获得广州城市职业学院收取的合作项目总学费 40%，作为马来西亚城市大学对举办中马合作办学项目的成本补偿。用于来马来西亚城市大学的来华授课教师的课酬、国际、国内交通和饮食补助，教学行政管理及广州金天广利教育培训有限公司参与合作的成本补偿费用。

4.1.3 以上成本补偿费用和注册费用由甲方支付乙方，专项用于支付马来西亚城市大学注册，管理和合作办学项目正常代收代支，确保项目运行。

4.1.4 除非有书面协议，以上收费标准和分配比例不得变动；如因中国教育和收费主管部门重新核定价格产生的变动，则双方另行协商并另行签订书面协议。

4.2 每个合作项目专业招生名额为 60 人，以最终审批为准；甲乙双方以确保审批名额足额使用和兼顾招生实际情况，保证项目适度规模为原则。招生报到人数低于 40 人时候，双方可另行商量是否开班，开班形式和成本补偿费用的比例。

4.3 项目课程正式开课后 30 个工作日内，马来西亚城市大学的所得的成本补偿费用、注册费应汇转乙方指定的账户。成本补偿费用、注册费用产生的相关税款由乙方和马来西亚城市大学自行承担。

乙方指定的账户信息如下：

账户名：广州金天广利教育培训有限公司

账号：3602054309200470271

开户行：工商银行广州中华广场支行

4.4 开课学生最低人数和成本补偿比例，双方至少应在课程开课前一学期提前达成书面协议，不得变动。

## 五、生效、期限、终止、中止

5.1 此协议经双方签署盖章后，即可生效。

5.2 此协议双方签署后生效，有效期为 5 届，与中马两校合作办学协议和广东省教育厅批文有效期一致，共 8 年，合同执行中的变更应得到双方的同意。

5.3 任何一方从合作中撤出，需在该学年结束前 6 个月以书面形式告知对方，并承担违约责任，并且将已在项目就读的学生应按本协议执行至学习结束。



5.4 在双方都希望撤出合作并签署终止补充协议后，此协议自动终止。

5.5 因严重自然灾害、战争、两国政府规定或立法等改变而严重影响此项目的运作，此协议可暂时中止。

## **六、法律适用和争议解决**

6.1 所有与项目相关的活动，同时适用中国法律和马来西亚国有关高等教育法律和规定。

6.2 与此协议相关的所有的争议，双方首先在彼此信任和真诚的情况下进行，友好的协商，协商未果的，应根据中华人民共和国法律，在中华人民共和国辖区内，通过仲裁方式解决纠纷，由中国广州市仲裁委员会裁决。

6.3 此协议以中文书写，一式四份，共 4 份。均具有同等法律效力。广州城市职业学院、广州金天广利教育培训有限公司各持两份。

6.4 此协议执行过程中，针对具体事项可以另行签署补充协议，补充协议与本协议具有同等效力；



中国广州城市职业学院

法人代表:



日期: 2018年9月 18日

广州金天广利教育培训有限公司

法人代表:

A handwritten signature in black ink, appearing to be "张立斌", written next to the text "法人代表:".



日期: 2018年9月 18日



## 授权书

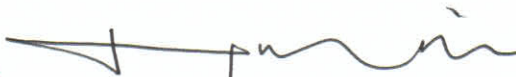
兹特别授权马来西亚城市大学华南区办公室-广州金天广利教育培训有限公司(简称“广州金广国际”)在中国广州城市职业学院与马来西亚城市大学的中马国际学院(暨马来西亚城市大学广州校区)开办的专科层次中马合作办学项目中享有如下权限:

- 1、作为马来西亚城市大学代表之一,参加中外合作办学项目管理委员会。
- 2、参与项目合作方案策划,制定,报批合作办学申请,招生宣传与学生,师资管理。
- 3、负责合作项目成本补偿费用、海外学生注册费用的收取与使用,妥善用于项目中马方师资费用,项目学生与教师交换交流费用,项目发生的管理费用等用途。
- 4、与以上事项相关无须特别授权之相应事项。

授权期限:与广东教育厅的批文有效期限一致(2019年至2026年)

特此证明



  
马来西亚城市大学  
校长: Dr. James Nga Chin Lik (倪政立)

2018年9月18

**Guangzhou City Polytechnic**

**And**

**Guangzhou Smart Education Group**

**About China-Malaysia Joint Education**

**Program Implementation Agreement**

**September 2018**



Party A: GUANGZHOU CITY POLYTECHNIC, P.R.C.

(No.248, Guangyuan Middle Road, Guangzhou, Guangdong, P.R.C.)

Legal Representative: ZHANG LIANXU

Tel: +86 020-86374495

Attn: LIN XIANGJIAN

Party B: SMART EDUCATION GROUP, P.R.C.

(Room1406, Block B, No.33 Zhongshan Rd., China international center, Yuexiu district, Guangzhou, P.R.C.)

Legal Representative: WU WEI

Tel: +86 020-83521282

Attn: WU WEI

GUANGZHOU CITY POLYTECHNIC (hereinafter called“Party A”)

SMART EDUCATION GROUP (hereinafter called“Party B”)

Specialized Higher Education Project on Diploma Level between Guangzhou city polytechnic and City University, Malaysia in Hotel management, Advertising Design and Production, Accounting, Architectural Technology, Visual Communication design and production and Network news and communication.

In order to promote and understand the integration of educational research and teaching concepts between the two institutions, and to ensure the smooth development of the China-Malaysia Join Education Program, according to the special agreement between Guangzhou City Polytechnic and City University, Malaysia signed in April 2018, "Cooperative Construction of Guangzhou City Polytechnic-Kuala Lumpur Undergraduate Campus and City University, Malaysia-Guangzhou campus Cooperation Agreement. the following agreement was reached on the basis of the authorization of the City University, Malaysia (see attachment 1).

#### I . The purpose and principle of the contract

Through the join education program to introduce Malaysia's advanced educational concepts and quality education resources, and promote the sharing of quality education resources between the two institutions. Reforming the curriculum structure and teaching content of the following

majors in Guangzhou City Polytechnic, P.R.C.: Hotel Management, Architectural Engineering Technology, Accounting, Advertising Design and Production, Visual Communication design and production, Network news and Communication, further promoting the construction and development of the discipline, cultivate high-quality talents with solid theoretical foundation, strong innovation ability, familiar with the international development and operation mechanism in the above fields, and strong international employment and international communication skills.

## II. Responsibilities and obligations of Party A

1. To be responsible for the collection and declaration of materials required by the Chinese government for the examination and approval of China-Malaysia Joint Education program, and to assist Party B in collecting materials required by Party B;
2. After the approval of the project, responsible for the regulations of the Ministry of Education and the Department of Education of Guangdong Province, the corresponding enrollment, fees and other procedures.
3. After enrollment, the student information will be reported and sorted out, through Party B, to help students to register at City University,



Malaysia.

4. To organize the Chinese teachers who are in line with the China-Malaysia Joint Education Program and complete the curriculum stipulated in the syllabus of the Joint Education Program, which shall be the responsibility of Guangzhou city polytechnic.
5. Provides no more than 2 months of accommodation, SIM card and office space, teaching equipment for Malaysian teachers and project managers assigned to China (no more than 2 person per semester); assistance with airport transfers and China visa applications, etc.
6. According to the City University, Malaysia examination regulations, responsible for the conduct and supervision of all student examinations. Seal the examination papers to the City University, Malaysia in a timely manner as required by the City University, Malaysia, provide student assignments and test answers to the University of Malaysia if necessary.
7. Inform City University, Malaysia about the students feedback of the project, including all kinds of questionnaires, suggestions, complaints. Provide necessary assistance and cooperation in handling the above feedback as requested by the City University, Malaysia.

### III. Responsibilities and obligations of Party B

1. On behalf of City University, Malaysia, attend the management committee of China-Malaysia Joint Education project, confirm the project curriculum programs and students entrance requirements after negotiation with Guangzhou City Polytechnic; organize students' entrance examinations; offer the project management persons, who coordinate project academic problems, recruiting students, students management and so on; for exchange visits of project teachers and communication offer visa, guidance before trip, etc.
2. On behalf of City University, Malaysia, assist Guangzhou City Polytechnic to prepare materials for approval, enrollment advertisement, arrange students register, manage school roll, etc.
3. Assist City University, Malaysia to prepare original copy of all the materials, which City University, Malaysia offers for the project teaching, including textbooks and their direction for use, reference book, etc.
4. Assist City University, Malaysia to provide qualified teachers from Malaysia and those accredited by City University to teach courses undertaken by the City University, Malaysia, according to teaching plans of Joint Education education program majors, which were already concerted, approved by Guangdong provincial department of education and accredited by Ministry of Education of China.
5. Assist City University, Malaysia to set majors, supervise all

assignments, courses, papers and examinations in class, write new tests and grade them.

6. Assist City University, Malaysia to coordinate the supervision of the teaching and counseling quality of the China-Malaysia Join Education project.

7. According to the subject requirements of City University, Malaysia, those students, who have completed the study of China-Malaysia Join Education Program on time, can be awarded by City University, Malaysia Diploma certification.

8. To be responsible for informing Guangzhou City Polytechnic at least 3 months in advance before implementation, if City University, Malaysia makes any changes to the curriculum of China-Malaysia Join Education Program.

9. According to the agreement and authorization, on behalf of City University, Malaysia, Party B receives and expends the fees for the Diploma of Malaysia, and the salary, overseas allowance, international travel expenses, visa fees for working in China, insurance and related taxes of teachers and management personnel.

10. To be responsible to coordinate, support and assist students of the project and graduates, who plan to study in City University, to prepare students visa, accommodation and applying for certificates. Provide them



with necessary laboratory and teaching equipment.

11. To be responsible to assist City University train the Chinese teachers of the China-Malaysia Join Education program of Guangzhou City Polytechnic for free and provide them with on-campus accommodation during training (no more than 2 months); Guangzhou City Polytechnic or the trained teachers pay the other travel fees, food fees and others.

12. If students and graduate of the project plan to study in City University, Malaysia, in order to insure the project service quality, both City University, Malaysia and Guangzhou City Polytechnic appoint Party B as the only provider of offering university consultation, visa application and follow-up service for the students and graduates of the project. As for all the service expenses of leaving for City University, Malaysia study, students shall voluntarily pay to Party B at the market price.

#### IV. Finance and admissions arrangements

1. Students of China-Malaysia Join Education project need to return to the Guangzhou City Polytechnic to register and pay the tuition fee and registration fee, which are charged by the Guangzhou City Polytechnic.

(1) Currently tuition standard is 15,000 yuan/year, registration fee is 500 yuan/year. The specific fees shall be subject to the examination and

approval of the price department of Guangdong province.

(2) City University, Malaysia yearly from Guangzhou City Polytechnic receives 40% of the total tuition fees of Join Education program as the cost compensation of the City University, Malaysia for holding program, as the salary of teachers from City University, Malaysia teaching in China, international and domestic transportation and food allowance, teaching administration fees and cost compensation fees of Smart Education Group for participating in cooperation.

(3) The above cost compensation fees and registration fees shall be paid by Party A to Party B. They're specially used to pay for the registration of City University, Malaysia, management and necessarily receiving and payment of Join Education Program so that the project can work normally.

(4) The above fee standard and distribution proportion shall not be changed unless there is a written agreement; if there is any change in the price approved by Education and the Charge department, both parties shall negotiate and sign a written agreement separately.

2. The enrollment quota for each project is 60, subject to final approval; Both Party A and Party B shall follow the principle of ensuring full use quota for approving, giving consideration to the specific situation

of recruitment and assuring the appropriate scale of project. If the enrollment number is less than 40, both parties can discuss whether to start classes, the form of classes and the proportion of the cost compensation.

3. Within 30 working days after the formal starting course, the cost compensation fees and registration fees obtained from City University, Malaysia shall be remitted to the account designated by party B. Cost compensation fees and relevant taxes arising from the registration shall be borne by Party B and City University, Malaysia.

The account information designated by party B is as follows:

Account name: Smart Education Group

Account: 3602054309200470271

Bank name: Industrial and Commercial Bank of China (China international centre branch, Guangzhou )

4. As for the minimum number of students and the ratio of cost compensation both parties shall reach a written agreement at least one semester prior to the starting courses, and can not change.

#### V. Cooperation period and content change

1. This agreement will take effect after it has been signed and sealed by



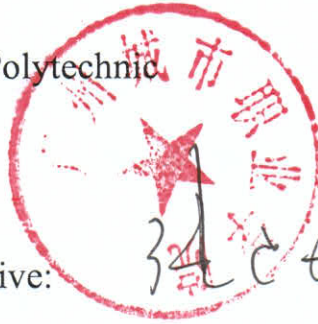
both parties.

2. The agreement is valid for five sessions. The validity period of the agreement is the same as that of the agreement between China-Malaysia Joint Education Program and the approval of Guangdong Education Department for a total of eight years. The change in the execution of the contract shall be agreed by both parties.
3. If any party withdraws from the cooperation, it must notify the other party in writing six months before the end of the school year and bear the liability for breach of contract, and the students who have already enrolled in the project shall be executed according to this agreement until the end of the study.
4. This agreement will be terminated after both parties wish to terminate the cooperation and sign the termination of the supplementary agreement.
5. This agreement may be suspended for the time being because of serious natural disasters, wars, changes in government regulations or legislation of the two countries which seriously affect the operation of the project.

## VI. Law application and dispute resolution

1. All project-related activities are in accordance with Chinese law and Malaysian law.
2. All disputes related to this agreement, the both parties first carry out mutual trust and sincerity, friendly negotiations, if the negotiation is unsuccessful, and disputes should be settled through arbitration within the jurisdiction of the People' s Republic of China in accordance with the laws of the People' s Republic of China. China Guangzhou Arbitration Commission ruled.
3. This agreement is written in Chinese, in four copies. All have the same legal effect. Guangzhou City Polytechnic and Smart Education Group each hold two copies.
4. During the implementation of this agreement, a supplementary agreement may be signed separately for specific matters, and the supplementary agreement has the same effect as this agreement.

Guangzhou City Polytechnic



Legal Representative:

Handwritten signature in black ink.

Date:

2018-9-18

Smart Education Group



Legal Representative:

Handwritten signature in black ink.



Date:

18/9/18



## Attachment 1

**LETTER OF AUTHORIZATION**

This is to authorize that Smart Education Group (City University, Malaysia Southern China office) to have the following rights in China-Malaysia Joint Education Program (Guangzhou City Polytechnic, P.R.C. and City University, Malaysia)

I. As one of the representatives of the City University, Malaysia, to participate in the collaboration Joint Management Committee (JMC) of the China-Foreign Joint Education Program.

II. Participate in the project planning, formulation, approval of the application, enrollment promotion and student-teacher management.

III. Responsible for the cost of compensation for join education program, the collection and use of overseas student registration fees, the appropriate use of the Malaysian teacher fees for the project, the exchange of communication fees between the project students and teachers, and the management costs incurred by the collaboration.

IV. Matters related to the above matters that do not require special authorization.

Authorization period: Consistent with the Guangdong Education Department's approval period (2019-2026)

CITY UNIVERSITY, MALAYSIA



Associate Professor Dr. James Nga Chin Lik  
Principal and Deputy Vice Chancellor

18 September 2018

