

斯威本科技大学  
（“斯威本”）

和

华中师范大学  
（“合作院校”）

斯威本科技大学与华中师范大学  
关于开展合作项目的  
协议

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2011年9月15日

缔约方:

甲方: 斯威本科技大学, 是根据《1992年(维多利亚州)斯威本科技大学法》成立的法人团体和法人机构, 地址: John Street, Hawthorn in the State of Victoria, Australia (“斯威本”)

及:

乙方: 华中师范大学, 地址: 中国湖北省武汉市珞瑜路152号。  
 (“合作院校”)

背景:

本着合作精神, 双方经友好协商, 同意在合作办学项目实施中开展合作。合作办学的目的, 是开发并了解双方的先进教学方法和材料, 并在为华中师范大学学生和员工提供机会, 使其从国际认可的高质量教育中受益。

项目: 华中师范大学理科学士学位(生物技术专业)与斯威本科技大学理学学士(生物技术)合作办学项目。

项目学生应在华中师范大学完成4年的课程学习。

此外, 缔约方还承认:

- A. 斯威本是一所国际知名院校, 分别在澳大利亚和海外国家开办证书、文凭、学位、研究生等各类课程。
- B. 华中师范大学是一所区域内知名的大学。
- C. 双方同意在本协议条款和条件下建立本合作办学项目。

本协议分为4个部分:

1. 一般法律条款和条件。
2. 合作项目细节。
3. 协议管理。
4. 附件

协议:

## 1. 一般法律条款和条件

### 1.1. 定义

本协议中除非上下文另有规定, 否则:

“协议审核日期”是指本协议第 3.1(b)款所指, 在附件一中设定的审核本协议的日期。

“合作安排”指本协议下建立的安排, 包括附件二中的学分转移、接收和项目安排以及根据本协议不时变动的员工发展机会和学生发展机会。

“斯威本有关课程”是指附件二中所列的斯威本在澳大利亚开设的课程, 已经就读学习课程的学生将有资格将学分转入该课程。

“学习课程”指在华中师范大学大学学习的课程, 如附件二所列, 学生将取得这些课程相应数目的学分。

“教育材料”是指缔约一方为教学和用于准备该缔约方课程的, 以任何介质编制或提供的所有材料, 其中包括但不限于:

- (a) 课程的概述、科目;
- (b) 任何文件、记录或其它记录资料:
  - (i) 该缔约方开发的学术和实用理念、概念;
  - (ii) 该缔约方开发的专业教育方法和做法;
  - (iii) 该缔约方的考评程序和要求。
- (c) 上述(a)节和(b)节中任何一项的翻译。

“留学生教育服务法案”指澳大利亚名为《Education Services to Overseas Students Act (Cth.) 2000》的法律。

“项目开始日期”是指附件一中设定的合作安排开始日期。

“项目结束日期”是指附件一中设定的合作安排结束日期。

“质量控制系统”是指如附件三所列, 由缔约双方开发的, 目的在于使课程保持在与斯威本评估授予学生的学习课程学分的数量和质量时相同水平的质量控制系统。

“学期”指大约 12 个教学周加上非教学和考试期间的一个学术期间, 每学年通常有两个主学期。

“员工发展机会”指附件四所列的, 在合作期间合作院校或斯威本的员工为追求职业发展可得的任何机会, 包括教学、调查研究、行政和课程研究。

“学生”指来自区域内注册于学习课程或有可能的斯威本有关课程的人。

“学生发展机会”指如附件四所述的, 学生可得到的与本协议有关的追求更进一步学术发展的机会, 包括与斯威本的交换。

“暑期”指大约 6 个教学周加上非教学和考试期间的一个学术期间，在第 2 学期和第 1 学期之间通常有一个暑期。

“教学周期”指斯威本校历中的学期、暑期和冬季期。

“期限”是指从本协议签署日期起至项目结束日期止的期间。

“区域”是指附件一中所述的区域。

“学费”是指每名注册于斯威本有关课程的学生向斯威本或应向斯威本缴纳的费用总额。

“冬季期”指大约 6 个教学周加上非教学和考试期间的一个学术期间，在第 1 学期和第 2 学期之间通常有一个冬季期。

## 1.2. 解释

本协议中除非上下文另有规定，否则：

- (a) 单数包括复数，反之亦然；
- (b) “书面”一词包括任何以信函、电传、电邮、传真或电报进行的沟通形式；
- (c) 凡提及任何机构或团体之处，如果该机构或团体停业、或改组、改名、被取代，或其权利或职能被撤销（“停运团体”），即指行使职能最接近停运团体职能的机构或团体；并且
- (d) 如果某词已定义，那么该词在另一处的意思相当；

## 1.3. 学分和学习课程

- (a) 根据条款 2.1 (e) 的规定，斯威本应如附件二所述，将在华师成功完成的学习课程的学分授予相应的申请注册斯威本有关课程的合格的学生。
  - (b) 华师承诺将附件二中所列学习课程的任何预期的课程变化以书面形式通知斯威本。
  - (c) 华师必须：
    - (i) 按照附件三中所列的质量控制系统教授学习课程；并
    - (ii) 一旦可行即采取任何斯威本依条款 2.10 (b) 所要求的关于学习课程的纠正行为。
- 以保证各门学习课程以斯威本在合作安排下所要求的合理标准被教授和评估。

## 1.4. 变更

- (a) 合作方可以不时地同意变更与合作安排、学习课程和斯威本有关课程相关的细节。
- (b) 条款 1.4(a)项下的变更必须：
  - (i) 符合斯威本和华师的现行的学业政策、程序、规则和规章；并
  - (ii) 在执行之前，以书面文件形式证明对相关附件的改变并经合作双方签字。

### 1.5. 无竞争性计划或课程

在期限内以及在本协议终止或期满后两年内，未经斯威本非不合理不能收回的同意，华师不得直接或间接在区域内或其他地方开办开设与本协议下运作的合作安排相同或充分相似的其他合作教学安排。

### 1.6. 双方的关系

除双方独立的缔约者关系之外，本协议中的任何内容都不能理解为双方建立了任何法律关系。

### 1.7. 遵守法律和大学规章制度

- (a) 华师必须遵守区域内的所有有关法律，并且遵循区域内所有有关法定的、规章性的或政府部门的要求，并且获得区域内所有必要的批准文件，以便在区域内执行该合作计划，并且做广告、进行宣传。
- (b) 当并且如果下列文件适用于本合作安排时，华师将向斯威本提供下列文件的副本：
  - (i) 区域内有关教育主管机关对合作安排的批准证明；以及
  - (ii) 国家外汇管理局对可能向斯威本汇出任何款项的批准文件。
- (c) 华师必须遵守留学生教育服务法案下斯威本的义务，并不得作出任何违反该法案下斯威本义务的事。

### 1.8. 斯威本行使权力

斯威本根据本协议做出决定、进行批准、给予指示时，必须遵循斯威本相应的条例、规章、政策和程序。

### 1.9. 承认双方知识产权

合作各方承认，各方拥有其教育材料以及该教育材料的改进、修订、改编、翻译的所有知识产权，本协议中任何内容都未向合作另一方或其他方授予任何此类教育材料或其改进、修订、改编、翻译的著作权或所有权的权利或请求权。

### 1.10. 斯威本名称和商标保护

- (a) 华师承认斯威本名称和标识具有显著商誉且对斯威本价值巨大，并且是斯威本的专有财产；
- (b) 未经斯威本书面预先批准，华师不得使用斯威本名称或标识或允许斯威本名称或标识被使用。

### 1.11. 费用和成本

华师将尽力通知所有入学斯威本有关课程的学生，根据斯威本当时现行的政策他们需要直接向斯威本支付学费。斯威本有关课程的学费将是适用于当时以斯威本学生身份注册的学生的学费。

### 1.12. 保险

双方必须从声誉良好的保险公司那里购买并且保持审慎选定的综合保险，对本协议中可能需要承担责任的事项进行投保。双方购买并持有的保险必须包括职业补偿险和公众责任险。

## 2. 具体合作安排

### 2.1. 斯威本入学和录取标准

- (a) 已成功完成学习课程并希望入学斯威本有关课程的华师学生必须遵守附件二中所列的斯威本现行的入学和录取要求，以便取得入学资格。
- (b) 华师应向斯威本提供正式的将用于入学斯威本相关课程的学生学业成绩陈述。
- (c) 如果斯威本的合格学生录取要求得到满足，那么依据任何其他申请和入学要求以及应缴学费的缴纳，斯威本将录取该申请者。在特殊情形下，斯威本保留接受或拒绝申请者的权利。在该情形下，斯威本应在拒绝申请前向华师通报其拒绝接纳的意图。
- (d) 华师不得向任何人表示其可以入学或接受斯威本有关课程，除非其符合斯威本入学和录取标准并且也能够作为斯威本学生入学。
- (e) 华师承认在期限内提前至少一个学期的通知的情况下，斯威本可以改变授予学生的学分的数量和水平和现行的入学和录取标准。在任何改变被最终确定之前，将会征询华师的意见。任何授予学生的学分的数量和水平的改变都将记录在现行的斯威本学分转移数据库中。

### 2.2. 斯威本有关课程

斯威本必须向华师提供所有对于欲在斯威本有关课程注册的人有必要的最新消息和在线材料。

### 2.3. 斯威本义务的有限性

斯威本：

- (a) 没有让某名学生的注册继续下去的义务，而且可取消该项注册；
- (b) 没有提供参加斯威本有关课程学生的成绩或学业证明的义务，而且可以拒绝提供成绩或学业证明，即使该学生可能已成功达到某些学习要求；
- (c) 没有对某名学生授予学业证明的义务，而且可拒绝授予学业证明，即使该学生已成功完成了学习要求，

如果斯威本未收到该生应向斯威本缴付的规定费用和数额。

### 2.4. 斯威本不承担责任

无论学生是否已经被斯威本有关课程接受为学生、无论学生是否成功完成斯威本有关课程，对于华师由于斯威本在第 2.3 款项下行使权利而受到的任何损失、损害或发生的成本、费用，斯威本都不承担责任。

### 2.5. 学生支持

各方必须向该方的学生提供适当的咨询、福利和咨询服务以支持他们的学习和可选课程的选择。

### 2.6. 发展机会

合作各方同意：

- (a) 他们将根据合作各方不时同意的学生发展机会和员工发展机会的条款和效力展开合作；
- (b) 任何员工发展机会和/或学生发展机会的条款都应与本协议的条款相一致。

## 2.7. 营销和宣传的义务

- (a) 为了招收斯威本有关课程学生，华师必须对学习课程进行营销、宣传、招收符合条件学生的工作。
- (b) 在 2.7(a)款项下使用的有关斯威本或斯威本有关课程的任何营销和宣传材料，华师在使用前都必须先获得斯威本国际部书面批准。
- (c) 华师必须服从任何斯威本可能不时提供的有关斯威本或斯威本有关课程的指导方针和使用任何斯威本可能不时提供的有关斯威本或斯威本有关课程的模板。
- (d) 华师不得使用或允许使用与斯威本有关的斯威本名称或标识，也不得制造或允许制造与斯威本有关的声明或陈述以宣传自身或与斯威本有关课程无关的其他方。
- (e) 华师必须确保其自身的营销材料和信息是适当的并符合区域法律规定的。

## 2.8. 营销、宣传和招生费用

华师负责支付其营销、宣传、招生的费用。

## 2.9. 斯威本的权利

若斯威本要求，华师必须立即停止任何营销、促销或招生行为。

## 2.10. 质量保证审查和访问

- (a) 斯威本将（自费但依据斯威本和华师商定的质量保证程序）对华师进行一系列访问，包括：
  - (i) 检查设施和学习材料；
  - (ii) 协助华师开发学习课程的教学技巧；并
  - (iii) 检查学习课程学分转移的适当性。
- (b) 在每次访问后，斯威本将向华师提交报告，其中要包括访问结果。该报告还将列明斯威本要求华师采取的改正措施。

## 3. 协议管理

### 3.1. 联合管理委员会与协议审核

- (a) 双方将根据区域内的现行法律建立联合管理委员会。联合管理委员会初步的构成和会议安排如附件一所列。
- (b) 双方须在协议审核日期前或在协议审核日期当日审核本协议，并讨论是否延续期限。
- (c) 管理委员会由华师五人，斯威本四人组成。项目管理委员会负责项目的重大事项和运作的商讨。



### 3.2. 代表

- (a) 华师必须与斯威本协商后指派一名工作人员，由其负责监督合作项目在区域内的实施。
- (b) 斯威本必须在与华师协商后指派一名工作人员，由其负责监督合作项目在澳大利亚的实施。

### 3.3. 通知

任何一方根据本协议规定发出的通知都必须采用英语书面形式，并且发送至附件一中所列的联系人。

### 3.4. 转让

任何一方未经另一方提前书面许可，都不得将其在本协议下的权利或义务进行全部或部分让与或转让。

### 3.5. 变更或撤销

除非变更或撤销是以书面形式，且经过各方授权代表签字，否则本协议不得变更或撤销。

### 3.6. 斯威本提出终止

斯威本可按以下情况，在任何时候终止本协议：

- (a) 如果华师作出任何实质性违反本协议的行为，并且提前 21 天以书面形式通知华师，而华师没有在 21 天的通知期间内对该违约做出补救；
- (b) 书面通知华师立即终止，如果：
  - (i) 华师在根据本协议向斯威本提供的任何报告、声明、文件或其它文件中，蓄意做出误导性或欺骗性陈述；
  - (ii) 华师停止在区域内作为教育机构开展工作或履行职能，或面临停止在区域内作为教育机构开展工作或履行职能的危险；
  - (iii) 在区域内开展合作计划所得到的必要批准，被相关的区域内政府主管机关收回；
  - (iv) 华师所做或所允许的任何行为，违反了留学生教育服务法案下斯威本对学生应承担的义务。

### 3.7. 华师提出终止

华师可按以下情况，在任何时候终止本协议：

- (a) 如果斯威本实质性违反本协议，并且提前 21 天以书面形式通知斯威本，斯威本没有在 21 天的书面通知期间内对该违约做出补救；
- (b) 如果斯威本丧失了其授予斯威本有关课程学业奖励的法定权力，华师可书面通知斯威本立即终止。

### 3.8. 终止的后果

- (a) 本协议根据 3.6 或 3.7 条终止时：

- (i) 尽管出现终止，合作双方必须保证所有以本协议为依据的并且在终止之日还在进行的学习课程、学生发展机会和员工发展机会都已依照本协议条款全部完成。
  - (ii) 华师必须停止并促使其代理商、雇员、代理人停止开展合作计划的所有营销和宣传工作；
  - (iii) 华师必须停止使用斯威本名称和标识；
  - (iv) 在中国入学学习课程的学生完全由华师负责；
  - (v) 在澳大利亚入学斯威本有关课程的学生完全由斯威本负责，并且斯威本必须连续向该类学生提供相关的斯威本有关课程。
- (b) 如果本协议根据条款 3.7(b)的规定而出现终止，第 1.5 条项下的对华师的行为限制将不再适用。
- (c) 本协议的终止将不会影响终止时或终止前就已存在的任何权利或要求，也不影响非失职一方方向失职方提起或继续进行任何诉讼、索赔、要求的权利，以此要求失职方因其失职行为使非失职方发生的损失、债务、费用、开支进行赔偿。
- (d) 各方无权并不得因本协议失效或任何一方终止本协议而主张利润或商誉损失、或提出任何形式的损害或赔偿要求。

### 3.9. 终止后仍然有效条款

尽管本协议有其它规定，除非双方一致书面同意，否则本协议终止后，第 1.5, 1.6, 1.9, 1.10, 2.4, 3.3, 3.4, 3.5, 3.8, 3.11 和 3.12 条仍然有效。

### 3.10. 不可抗力

全部或部分由于天灾、政府限制条件或控制、邮政部门故障或延误、或在某方合理控制之外的其它任何行为、事件、事物而造成任何延误、损失、损坏，任何一方都无需承担责任。

### 3.11. 争议解决

本协议的争议或由本协议引发的争议或分歧，将采用如下解决方式：

- (a) 经过双方同意，进行诚意谈判；
- (b) 如果双方无法通过谈判解决争议，将由双方商定的调解员进行调解，如未能达成一致，由双方协商同意的中方仲裁机构进行调解。各方都会同意在中国的独立调解人的任命上，解决问题和有关各方必须通力合作，以使仲裁结果得以执行。
- (c) 除非 3.11(b)条款中的所有程序都已经进行且完成，协议双方都不能在任何法院启动或进行仲裁或司法程序（临时强制性令除外）。

在争议解决期间和履行法律程序期间，双方仍须履行本协议。

### 3.12. 双语协议

本协议已被译为区域内语言并以该语言签署。双方同意，中英文版本具备同等效力。

附件一

项目开始日期:	2012 年华中师范大学学生入校
项目结束日期:	2016 年 9 月
协议审核日期:	项目结束日期 12 个月之前
项目细节:	见附件二
区域:	中华人民共和国, 但不包括香港和澳门特别行政区
联系地址/ 通知详细地址:	<p>发给斯威本:            Mr Jeffrey Smart            Pro Vice Chancellor (International &amp; Recruitment)            Swinburne University of Technology            P O Box 218            Hawthorn Victoria 3122            Australia            电话: +61 3 9214 5587            传真: +61 3 9818 3645</p> <p>发给华师:            高卓献先生            外事处处长            华中师范大学            湖北省武汉市珞瑜路 152 号            电话: +86 27 6786 1301            传真: +86 27 6786 1824</p>
联合管理委员会	<p>联合管理委员会将由以下构成:</p> <ul style="list-style-type: none"> <li>• 5 名华师的代表</li> <li>• 4 名斯威本的代表:</li> </ul> <p>各方可向另一方发出书面变更通知以变更其代表。</p> <p>联合管理委员会将每年召开至少一次会议。联合管理委员会主席将由华师指派。</p>

附件二  
学习课程和斯威本有关课程

### 斯威本入读学费

如果学生选择到斯威本大学就读，根据学分匹配后决定就读时间，以获得斯威本学位，学生入读学费将是学生申请斯威本有关课程目前年度学费的 90%。

### 合作发展基金

对于下列每一位华师学生：

- (a) 成功修完本协议要求的所有应在华师与斯威本完成的课程；
- (b) 注册本协议下的斯威本有关课程；
- (c) 已将第一年的斯威本有关课程费用全部支付给斯威本并且不是斯威本或第三方选送的奖学金获得者或免交学费者。
- (d) 未在相关普查之前退选斯威本有关课程；和
- (e) 在相关“统计日”(根据高等教育支持法案 2003 (Cth)的定义)时，仍然是一名(符合留学生教育服务法案定义的)“留学生”。

斯威本将为每名达到本附件(以上)所有要求的学生向斯威本与华师联合管理的合作发展基金支付 500 澳元。

华师必须将斯威本作为合作发展基金支付的资金用于合作项目的推广和受益，例如：

为斯威本与华师间的教学和学术访问，联合研究，奖学金，奖励金，学业奖金和教师职业发展付款。在每个公历年的最后 30 日内，斯威本与华师将提供一份列明过往 12 个月度的合作发展基金支出明细的书面陈述，以及一份下 12 个月度的临时预算。

### 教学访问

斯威本同意每年对华师进行为期四(4)周专用于教学的访问，并关注质量保证活动。以对合作安排的友好诚意，斯威本将承担以上这些访问的支出费用。

鼓励其他斯威本职员到华师，或华师职员到斯威本的教学或学术访问。在计划的访问进行前，这些访问的安排应得到斯威本和华师同意。如果该教学或学术访问含有斯威本的服务条款，斯威本就该同意的服务将向华师开出发票。华师应按照下列付款时间和付款方式条款的规定支付发票金额。

### 付款时间

发票出具日起 30 日内须将款项收讫。

### 付款方式

华师根据本协议向斯威本支付的款项，必须采用电汇形式用斯威本指定的货币支付至斯威本指定的账户。此款项应根据中国相关外汇管理规定支付，并且华师有义务保证其符合法律规定。

斯威本根据本协议向华师支付的任何款项，必须采用电汇方式且用华师指定的货币支付给华师。

本协议涵盖的项目：

项目一：华中师范大学理科学士学位（生物技术专业）  
与斯威本科技大学理学学士学位

项目一

- (a) 华师课程：理学学士学位（生物技术专业）  
(b) 斯威本课程：理学学士学位（生物技术专业）

项目合作标准

学术要求：

满足条件	平均分数
在中国达到要求并完成在中国华中师范大学理学学士学位生物技术专业的课程学习	60%或以上

整体学分安排：

学生必须在华中师范大学完以下课程：

附表 华中师范大学课程			
<b>基础课程</b> <ul style="list-style-type: none"> <li>• 思想道德修养与法律基础</li> <li>• 毛泽东思想和中国特色社会主义理论体系概论</li> <li>• 马克思主义基本原理</li> <li>• 中国近现代史纲要</li> <li>• 大学英语(1)</li> <li>• 大学英语(2)</li> <li>• 大学英语(3)</li> <li>• 大学英语(4)</li> <li>• 体育(1)</li> <li>• 体育(2)</li> <li>• 体育(3)</li> <li>• 体育(4)</li> <li>• 高等语文</li> <li>• 军训理论课</li> </ul>	<b>学科基础课</b> <ul style="list-style-type: none"> <li>• 高等数学 C</li> <li>• 无机化学</li> <li>• 分析化学</li> <li>• 有机化学</li> <li>• 普通物理</li> <li>• 生物化学</li> <li>• 计算机基础</li> </ul>	<b>专业主修课</b> <ul style="list-style-type: none"> <li>• 植物学</li> <li>• 动物学</li> <li>• 动物生理学</li> <li>• 生态学</li> </ul> <b>斯威本合作专业课：</b> <ul style="list-style-type: none"> <li>• Microbiology *</li> <li>• Cell Biology *</li> <li>• Phytobiology*</li> <li>• The microbial world*</li> <li>• BioTech Language and Communication*</li> <li>• Neurophysiology</li> </ul>	<b>斯威本科技大学课程</b> <ul style="list-style-type: none"> <li>• HES2636 Microbes in the Environment *</li> <li>• HES2626 Biochemistry of Genes &amp; Proteins*</li> <li>• HES4628 Environmental Biotechnology*</li> <li>• HES4641 Practical Biochemistry*</li> <li>• HES4701 Research Skills Project*</li> <li>• HES4621 Advanced Biochemistry*</li> <li>• HES4646 Biotechnology</li> </ul>

			Research Project* • HES4626 Biotechnology*
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\*为斯威本提供大纲和教学要求，斯威本与华师师资共同开发和教授课程

协议开始期间：

华师2012年入学  
 华师2013年入学  
 华师2014年入学  
 华师2015年入学  
 华师2016年入学

学生可以携带课程学分到澳大利亚斯威本学习最少两个学期课程，以获得斯威本理学学士学位（生物技术专业）

英语语言要求：

雅思（学术类）总分 6.0，单科不低于 6.0。不符合入学雅思要求的学生将不能完成为本项目设置的学习计划中的项目。然而未达雅思要求的学生可在正式开课之前完成合适的英语语言课程。

课程学分对照安排

华师项目学生根据表格要求获得相应学分：

- (1) 可获得的学分根据下述表 2 所述
- (2) 最多获得 16 门课程（200 个学分）。实际所获学分将根据学生在斯威本生命与社会科学学院选修课程而定。

在斯威本，学生将选择以下课程中的不少于 8 门课程（100 个学分）学习，以获得斯威本大学理学（生物技术）学士学位

- HES2636 Microbes in the Environment
- HES2626 Biochemistry of Genes & Proteins
- HES4628 Environmental Biotechnology
- HES4641 Practical Biochemistry
- HES4701 Research Skills Project
- HES4621 Advanced Biochemistry
- HES4646 Biotechnology Research Project
- HES4626 Biotechnology

学生需完成一个论文和答辩以完成其华师大课程。两校将合作确定华师的要求，而斯威本科目 HES4646 的要求则可由学生通过完成一个项目而满足。毕业生获得华师的理学学士学位和斯威本大学理学学士学位（生物技术专业）。

注意：附表中所列明的课程可以根据学生选择的主修或辅修课程的差异而不同。

附件三  
质量控制系统

已就下列*质量控制系统*达成合意：

- *斯威本*员工及学生和*华师*员工及学生之间开展常规讨论和咨询以检查和保持学习课程的必要水平；
- *斯威本*对*华师*教师们提出指导性反馈和对学习课程的贡献；
- 所需的适度的由*华师*员工评分的作业和测试；
- 旨在对*斯威本*有关课程授予学分的*华师*指定科目的评估；和
- 检查合作办学项目的实时的质量和完整性。



## 附件四 员工发展机会

### 可得的机会

据合作双方预期，在期限内将提供下列*员工发展机会*以便从双方学院选拔员工成员。

#### (a) 员工访问

为了专业的发展的目的将实施员工访问，并将包括：

- (i) 教学；
- (ii) 调查研究；
- (iii) 行政；和
- (iv) 课程研究

#### (b) 员工计划

员工访问将为员工提供机会参加与其他院校员工合作的员工计划。这将需要向合作双方任命的代表提交联合书面报告。

### 费用

由于此*员工发展机会*将对华师和斯威本的所有员工开放，在*员工发展机会*期间，员工成员的雇主应负责：

- 员工成员薪水的支付和其他权利的兑现；
- 根据华师政策和程序，与任何该*员工发展机会*有关的所有差旅、住宿和生活费用的支付；
- 员工成员和其雇主之间达成合意的，员工成员发生的与*员工发展机会*有关的任何其他合理的费用。

### 设施

合作双方应提供*员工发展机会*所需的所有合理的设施，包括电脑设施、电邮路径、图书馆路径和办公设备，并应尽最大限度可能保证所有提供的设施都是安全实用的并适合于其预期目的。

## 学生发展机会

据合作双方预期，在期限内关于合作安排将提供下列学生发展机会：

### 机会

#### (a) 学生交换

学生交换为学生提供参加交换项目的机会，正如双方达成的合意，他们将籍此在特定期间内成为其他院校的注册学生。

#### (b) 学生计划

学生将得到机会参加与其他院校员工和学生合作的学生计划。这将需要向合作双方任命的代表提交联合书面报告。

### 费用

正如学生与学院达成的合意，各学院负责满足其学生发生的有关学生计划的任何费用。

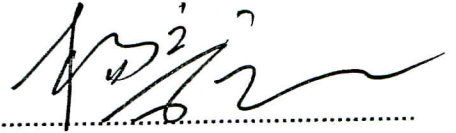
### 设施

合作双方应提供学生发展机会可能所需的所有合理的设施，包括电脑设施、电邮路径、图书馆路径和办公设备，并应尽可能最大限度保证所有提供的设施都是安全实用的并适合于其预期目的。

协议生效签署。

在以下人员见证下

代表甲方：华中师范大学签署：

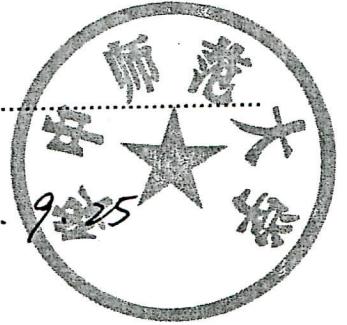


.....  
签名人姓名

校长.....

签名人职务


签署日期： 2011. 9. 25



.....  
见证人签名

在以下人员见证下

代表乙方：斯威本科技大学签署：



.....  
签名人姓名

Jeffrey Smart

副校长

签名人职务

签署日期： 2011-09-15



.....  
见证人签名

**SWINBURNE UNIVERSITY OF TECHNOLOGY**  
(“Swinburne”)

and

**Central China Normal University**  
(the “Collaborating Institution”)

**AGREEMENT FOR THE DELIVERY OF COLLABORATIVE  
ARRANGEMENTS BETWEEN SWINBURNE UNIVERSITY OF  
TECHNOLOGY AND CENTRAL CHINA NORMAL UNIVERSITY**

## SCHEDULE 1

<b>Program Commencement Date:</b>	2012 intake in Central China Normal University
<b>Program End Date:</b>	Sept 2016
<b>Agreement review date:</b>	12 months prior to the Program End Date.
<b>Details of Courses:</b>	<b>See Schedule 2</b>
<b>Territory:</b>	The Peoples Republic of China but not including the special administrative regions of Hong Kong and Macau
<b>Contact Addresses / Details for Notices:</b>	<p><b>To Swinburne:</b>  Mr Jeffrey Smart  Pro Vice Chancellor (International &amp; Recruitment)  Swinburne University of Technology  P O Box 218  Hawthorn Victoria 3122  Australia  Telephone: +61 3 9214 5587  Facsimile: +61 3 9818 3645</p> <p><b>To Collaborating Institution:</b>  Professor Gao Zhuoxian  Director of International Office  Central China Normal University  152 Luoyu Road, Wuhan, 430079, Hubei Province, P.R.  China  Telephone: +86 27 6786 1301  Facsimile: +86 27 6786 1824</p>
<b>Joint Management Committee</b>	<p>The Joint Management Committee will comprise:</p> <ul style="list-style-type: none"> <li>• 4 Swinburne representatives: Pro-Vice Chancellor (International and Development) or nominee and Program Manager, Dean and academic</li> <li>• 5 Collaborating Institution representatives: President and two nominated representatives</li> </ul> <p>Each party may change its representatives by giving written notice of that change to the other party.</p> <p>The Joint Management Committee will meet at least once per year. The chairperson of the Joint Management Committee will be appointed by the Collaborating Institution.</p>

## SCHEDULE 2

### Courses of Study and Corresponding Swinburne Courses

#### Tuition Fees

If the program students arrive in SUT in Melbourne to get SUT degree for a minimum period of study by credit checking. Tuition Fees will be 90% of the current annual fee for the student cohort which applies to the year of commencement of the Corresponding Swinburne Course.

#### Collaborative Development Fund

For each (Collaborating Institution) Student who:

- (a) successfully undertakes the prescribed Courses of Study at the Collaborating Institution and Swinburne, as outlined under this Agreement;
- (b) enrolls in the Corresponding Swinburne Course specified under this Agreement;
- (c) has fully paid the first year's course fees for the Corresponding Swinburne Course to Swinburne and is not a recipient of a scholarship or tuition fee waiver provided by Swinburne or a third party;
- (d) has not withdrawn from the Corresponding Swinburne Course prior to the relevant census date; and
- (e) is still, as at the relevant "Census Date" (as defined by the *Higher Education Support Act 2003* (Cth), an "overseas student" (as defined by the *Education Services for Overseas Student's Act 2000* (Cth)).

Swinburne will allocate AU\$500 for each such Student who meets the criteria of this Schedule (as above) to a Collaborative Development Fund jointly administered between Swinburne and the Collaborating Institution.

The Collaborating Institution must use such money paid by Swinburne under this provision as a collaborative development fund for the promotion and benefit of the Collaborative Arrangements such as:

Paying for teaching visits and academic visits between Swinburne and the Collaborating Institution, collaborative research, scholarships, bursaries, academic prizes and professional

development for teachers. Within 30 days of the end of each calendar year the Collaborating Institution and Swinburne will provide a written statement setting out the details of the expenditure of the Collaborative Development Fund for the previous 12 months and provide a provisional budget for the ensuing 12 months.

### **Teaching Visits**

Each year Swinburne, agrees to provide the Collaborating Institution with a (4) week dedicated teaching visit and to focus on quality assurance activities. These visits are at Swinburne's expense as a goodwill gesture to the collaborative arrangement.

Additional teaching or academic visits by Swinburne staff to the Collaborating Institution or by staff from the Collaborating Institution to Swinburne are encouraged. These visits may be arranged as and when mutually agreed by the Collaborating Institution and Swinburne prior to the proposed visits. If these teaching or academic visits involve provision of services by Swinburne, Swinburne will invoice the Collaborating Institution for those agreed services. The Collaborating Institution will pay these invoices in the Time for Payment and Manner of Payment as specified below.

### **Time for Payment**

Payment shall be received within 30 days of the date of invoice.

### **Manner of Payment**

Any amounts payable by the Collaborating Institution to Swinburne under this Agreement must be paid by telegraphic transfer to a bank account and in the currency nominated by Swinburne. Such payments are to be made in accordance with the relevant foreign exchange controls in China and it is the responsibility of the Collaborating Institution to ensure such compliance.

Any amounts payable by Swinburne to the Collaborating Institution under this Agreement must be paid by telegraphic transfer and in the currency nominated by the Collaborating Institution.

### **Programs covered by this Agreement:**

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**Program 1: Central China Normal University Bachelor of Science with a specialty in (Biotechnology); and**

Faculty of Life and Social Sciences (Hawthorn Campus)

SWINBURNE UNIVERSITY Bachelor of Science as listed below:

Bachelor of Science (Biotechnology)



### Program 1

**Program: Bachelor of Science (Major in Bio-Technology in Central China Normal University and Bachelor of Science (Bio-Technology) in Swinburne University of Technology**

- (a) Collaborating Institution courses: **Central China Normal University  
Bachelor of Science with a specialty in  
(Biotechnology)**
- (b) Swinburne course: **Bachelor of Science (Bio-Technology)  
as noted above**

#### Program Collaboration Standard

##### Academic Requirement::

Completion requirements	Mark average
Satisfactory completion of the first three (3) years of the Bachelor of Science with specialty in "Biotechnology" at Central China Normal University in China	60% or better

**Block Credit Arrangements:** Students must complete the following Bachelor of Science with specialty in "Biotechnology" at Central China Normal University including the following subjects:

Table 2: Central China Normal University Units			
<b>General Education:</b> <ul style="list-style-type: none"> <li>• Morals and Law</li> <li>• Marxism Principles</li> <li>• Essentials of Modern and Contemporary Chinese History</li> <li>• Marxism with Chinese Characteristics</li> <li>• College English (1)</li> <li>• College English (2)</li> <li>• College English (3)</li> <li>• College English (4)</li> <li>• Physical Education (1)</li> <li>• Physical Education (2)</li> <li>• Physical Education (3)</li> <li>• Physical Education (4)</li> <li>• Military Theory</li> </ul>	<b>Basic Courses of the Discipline:</b> <ul style="list-style-type: none"> <li>• Advanced Mathematics C</li> <li>• Inorganic Chemistry</li> <li>• Analytical Chemistry</li> <li>• Organic Chemistry</li> <li>• General Physics</li> <li>• Biochemistry</li> <li>• Computing</li> </ul>	<b>Main Courses in Specialty:</b> <ul style="list-style-type: none"> <li>• Botany</li> <li>• Zoology</li> <li>• Animal Physiology</li> <li>• Ecology</li> </ul> <p>SUT collaborative course :</p> <ul style="list-style-type: none"> <li>• Microbiology *</li> <li>• Cell Biology *</li> <li>• Phytobiology*</li> <li>• The microbial world*</li> <li>• BioTech Language and Communication*</li> <li>• Neurophysiology*</li> </ul>	<b>SUT Course :</b> <ul style="list-style-type: none"> <li>• HES2636 Microbes in the Environment</li> <li>• HES2626 Biochemistry Genes &amp; Proteins*</li> <li>• HES4628 Environment Biotechnology</li> <li>• HES4641 Practical Biochemistry</li> <li>• HES4701 Research Skills Project*</li> </ul>

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DATE

Sept. 15, 2011

**PARTIES:**

**SWINBURNE UNIVERSITY OF TECHNOLOGY** a body politic and corporate established under the *Swinburne University of Technology Act 1992 (Vic)* of John Street, Hawthorn in the State of Victoria, Australia  
("Swinburne")

**AND:**

**Central China Normal University** of 152 Luoyu Road, Wuhan, 430079, Hubei Province, P.R. China(the "Collaborating Institution")

**BACKGROUND:**

After friendly discussions in the spirit of cooperation, the parties have agreed to cooperate in the delivery of a Collaborative Arrangement. The purpose of the Collaborative Arrangement is the development and understanding between both parties of advanced educational methods and materials and to provide the opportunity for students and staff at Central China Normal University to benefit from internationally recognized quality education.

**Program: Bachelor of Science (Major in Bio-Technology in Central China Normal University and Bachelor of Science (Bio-Technology) in Swinburne University of Technology**

The parties further acknowledge that:

- A. Swinburne is an internationally recognised university and a provider of a range of certificate, diploma, degree and post-graduate programs both in Australia and overseas.
- B. Central China Normal University is a recognised university in the Territory.
- C. The parties agree to establish Collaborative Arrangements on the terms and conditions of this Agreement.

This Agreement is divided into 4 parts:

1. General Legal Terms and Conditions.
2. Collaborative Arrangements - Details.
3. Agreement Administration.
4. Schedules.

## AGREEMENT

### 1. GENERAL LEGAL TERMS AND CONDITIONS

#### 1.1. Definitions

In this Agreement unless the context otherwise requires:

**"Agreement Review Date"** means the date for review of this Agreement under clause 3.1(b) and is set out in Schedule 1.

**"Collaborative Arrangements"** means the arrangements established under this Agreement including the credit transfer, articulation and program arrangements set out in Schedule 2, Staff Development Opportunities and Student Development Opportunities as varied from time to time in accordance with this Agreement;

**"Corresponding Swinburne Course"** means a course offered by Swinburne in Australia into which Students who have undertaken a Course of Study will be eligible to enter with credit, as set out in Schedule 2;

**"Course of Study"** means a course of study at Central China Normal University in respect of which Students will receive the amount of credit as set out in Schedule 2;

**"Education Materials"** means all materials compiled or provided by a party in whatever medium, for use in the teaching of, and preparation for that party's courses, and include, without limitation:

- (a) the outlines and curricula for those courses;
- (b) any document, recording or other thing recording:
  - (i) the ideas and concepts developed by the party, both academic and practical;
  - (ii) specialist teaching methodologies and practices developed by the party;
  - (iii) assessment procedures and requirements of the party;
- (c) translations of any of the items referred to in paragraphs (a) and (b);

**"ESOS Act"** means the Australian law called the *Education Services to Overseas Students Act* (Cth.) 2000.

**"Program Commencement Date"** means the date for the commencement of the Collaborative Arrangements as set out in Schedule 1;

**"Program End Date"** means the date on which the Collaborative Arrangements are to end as set out in Schedule 1;

**"Quality Control Systems"** means the quality control systems developed by the parties with the aim of maintaining the courses at the same level as at the time Swinburne assessed the amount and level of credit awarded to Students in respect of a Course of Study as set out in Schedule 3;

**"Semester"** means an academic period of approximately 12 teaching weeks plus non-teaching and examination periods, there normally being 2 main Semesters in each academic year;

**"Staff Development Opportunity"** means any opportunity made available during the Term to staff of the Collaborating Institution or Swinburne in the pursuit of professional development which may include teaching, research, administration and curriculum development as prescribed by Schedule 4;

**"Student"** means a person from the Territory who enrolls in a Course of Study or Corresponding Swinburne Course, as the case may be;

**"Student Development Opportunity"** means any opportunity made available to Students in conjunction with this Agreement in pursuit of further academic development including exchange with Swinburne as prescribed by Schedule 4;

**"Summer Term"** means an academic period of approximately 6 teaching weeks plus non-teaching and examination periods, there normally being 1 Summer Term between Semester 2 and Semester 1;

**"Teaching Period"** means the Semesters and Summer and Winter Terms in Swinburne's academic calendar;

**"Term"** means the period from the contract signing date to the Program End Date;

**"Territory"** means the territory described in Schedule 1;

**"Tuition Fee"** means the gross fee or fees payable to Swinburne by each Student enrolled in a Corresponding Swinburne Course;

**"Winter Term"** means an academic period of approximately 6 teaching weeks plus non-teaching and examination periods, there normally being 1 Winter Term between Semester 1 and Semester 2.

## **1.2. Interpretation**

In this Agreement unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) the words "in writing" include any communication sent by letter, telex, email, facsimile transmission, or telegram;
- (c) a reference to any agency or body, if that agency or body ceases to exist or is reconstituted renamed or replaced or has its powers or functions removed ("defunct body"), means the agency or body which performs most closely the functions of the defunct body; and
- (d) if a word is defined, another part of speech has a corresponding meaning.

## **1.3. Credit and Course of Study**

- (a) Subject to clause 2.1(e), Swinburne shall award credit for successful completion of a Course of Study at the Collaborating Institution to suitably qualified Students applying to enroll in a Corresponding Swinburne Course, as specified in Schedule 2.
- (b) The Collaborating Institution undertakes to advise Swinburne in writing of any proposed change in curriculum to a Course of Study outlined in Schedule 2.
- (c) The Collaborating Institution must:
  - (i) deliver each Course of Study in accordance with the Quality Control Systems specified in Schedule 3; and
  - (ii) as soon as practicable take any corrective action required by Swinburne under clause 2.10(b) in respect of a Course of Study,

to ensure that each Course of Study is delivered and assessed to the reasonable standards required by Swinburne under the Collaborative Arrangements.

#### **1.4. Variations**

- (a) The parties may from time to time agree to vary details relating to Collaborative Arrangements, Courses of Study and Corresponding Swinburne Courses.
- (b) Variations under clause 1.4(a) must:
  - (i) comply with applicable academic policies, procedures, rules and regulations of Swinburne and the Collaborating Institution; and
  - (ii) be in writing, document the changes to the relevant Schedule(s) and be signed by both parties before implementation.

#### **1.5. No Competing Arrangements or Courses**

The Collaborating Institution must not directly or indirectly during the Term and for a period of 2 years after the termination or expiration of this Agreement, offer or deliver other collaborative teaching arrangements in the Territory or elsewhere which are the same as, or substantially similar to, the Collaborative Arrangements operating under this Agreement without Swinburne's consent which shall not be unreasonably withheld.

#### **1.6. Relationship of Parties**

Nothing contained in this Agreement is to be construed to create between the parties any legal relationship other than that of independent contractors.

#### **1.7. Compliance with Laws and University Regulations**

- (a) The Collaborating Institution must comply with all relevant laws applicable in the Territory and meet all applicable Territorial legal, regulatory or ministerial requirements and obtain all necessary Territorial approvals to enable the delivery and advertising and promotion of the Collaborative Arrangements in the Territory.
- (b) The Collaborating Institution will supply copies of the following documents to Swinburne as and if they apply to the Collaborative Arrangements:
  - (i) Approval Certificate for the Collaborative Arrangements from the relevant education authorities in the Territory; and
  - (ii) State Administration of Foreign Exchange approval to remit any payments that may be due to Swinburne.



- (c) Collaborating Institution must comply with and not do anything that would cause a breach of Swinburne's obligations under the ESOS Act.

### **1.8. Exercise of Powers by Swinburne**

Swinburne must follow applicable Swinburne statutes, regulations, policies and procedures when making decisions and giving approvals and directions under this Agreement.

### **1.9. Acknowledgement by the Parties Intellectual Property**

Each party acknowledges that each party owns all intellectual property rights in their Education Materials and any improvements or modifications to or adaptations or translations of those Education Materials and nothing in this Agreement confers upon the other party or anyone else any rights or claims of authorship or ownership in any such Education Materials or any improvements or modifications to or adaptations or translations of them.

### **1.10. Swinburne Name and Trade Mark Protection**

- (a) The Collaborating Institution acknowledges that Swinburne's name and logos have considerable goodwill and are of value to and are the sole and exclusive property of Swinburne.
- (b) The Collaborating Institution must not use or allow Swinburne's name or logos to be used without the prior written approval of Swinburne.

### **1.11. Fees and Costs**

The Collaborating Institution will endeavour to inform all Students who are accepted into a Corresponding Swinburne Course that they are required to pay the Tuition Fees directly to Swinburne in accordance with Swinburne policies applicable at the time. The Tuition Fees for a Corresponding Swinburne Course will be those applicable at the time students enrol as students of Swinburne.

### **1.12. Insurance**

All parties must effect and maintain prudent and comprehensive insurance with a reputable insurer to protect against those matters in respect of which it could become liable under this Agreement. The insurance effected and maintained by the parties must include professional indemnity insurance and public liability insurance.

## **2. COLLABORATIVE ARRANGEMENTS - DETAILS**

### **2.1. Swinburne Entrance and Eligibility Criteria**

- (a) Students of the Collaborating Institution who have successfully completed a Course of Study and wish to enroll in a Corresponding Swinburne Course must comply with Swinburne's applicable entrance and eligibility requirements as set out in Schedule 2 in order to be considered for admission.
- (b) The Collaborating Institution shall provide Swinburne with official statements of the academic results of Students applying to enroll in a Corresponding Swinburne Course.
- (c) If Swinburne's requirements for enrolment of eligible Students are met, then subject to any other application and entry requirements and the payment of applicable Tuition Fees, Swinburne will enroll an applicant. Swinburne reserves the right to accept or refuse the admission of applicants in exceptional circumstances. In such circumstances Swinburne shall notify the Collaborating Institution of its intention to refuse admission prior to rejecting the application.
- (d) The Collaborating Institution must not represent to any person that they may enrol in or undertake a Corresponding Swinburne Course unless that person meets Swinburne's entrance and eligibility criteria and is also able to enrol as a student of Swinburne.
- (e) The Collaborating Institution acknowledges that during the Term Swinburne may, on at least one Teaching Period's notice, change the amount and level of credit awarded to Students and the applicable entrance and eligibility criteria. The Collaborating Institution will be consulted before any changes are finalised. Any changes to amount and level of credit awarded to Students will be recorded in the applicable Swinburne credit transfer database.

### **2.2. Corresponding Swinburne Courses**

Swinburne must supply the Collaborating Institution with all current information and online materials necessary for persons to enrol in a Corresponding Swinburne Course.

### **2.3. Limitation on Swinburne Obligation**

Swinburne:

- (a) is under no obligation to continue a Student's enrolment and may cancel that enrolment;
- (b) is under no obligation and may refuse to provide certification of results or awards in respect of a Student undertaking a Corresponding Swinburne Course even though that Student may have successfully completed certain academic requirements;

- (c) is under no obligation and may refuse to grant a Student an academic award even though that Student may have successfully completed the academic requirements,

if Swinburne has not received all prescribed fees and amounts payable to Swinburne in respect of that Student.

#### **2.4. Swinburne not Liable**

Swinburne will not be liable for any loss, damage, cost or expense suffered or incurred by the Collaborating Institution as a result of Swinburne exercising its rights under clause 2.3, regardless of whether or not the Student has been accepted as a student in a Corresponding Swinburne Course or has completed a Corresponding Swinburne Course successfully.

#### **2.5. Student Support**

Each party must provide suitable counselling, welfare and advisory services to that party's Students to support their study and choice of course where applicable.

#### **2.6. Development Opportunities**

The parties agree that:

- (a) they shall collaborate with respect to the provision and availability of Student Development Opportunities and Staff Development Opportunities which may, from time to time, be agreed to by the parties; and
- (b) the terms of any Staff Development Opportunity and/or Student Development Opportunity shall be consistent with the terms of this Agreement.

#### **2.7. Obligation to Market and Promote**

- (a) The Collaborating Institution must market, promote and recruit eligible students to Courses of Study in order to recruit students to a Corresponding Swinburne Course.
- (b) Any marketing and promotional material to be used under clause 2.7(a) that relates to Swinburne or a Corresponding Swinburne Course must first be approved in writing by Swinburne International before use by the Collaborating Institution.

- (c) The Collaborating Institution must comply with any guidelines and use any templates that Swinburne may from time to time provide in relation to Swinburne or Corresponding Swinburne Courses.
- (d) The Collaborating Institution must not use or allow to be used Swinburne's name or logos nor make or allow to be made statements or representations in relation to Swinburne to promote itself or others without reference to a Corresponding Swinburne Course.
- (e) The Collaborating Institution must satisfy itself that its marketing material and information is suitable and complies with the laws of the Territory.

## **2.8. Marketing, Promotion and Recruitment Costs**

The Collaborating Institution will meet the costs of its marketing, promotion and recruitment.

## **2.9. Swinburne's Rights**

The Collaborating Institution must stop any marketing, promotion or recruitment activities as may be directed by Swinburne.

## **2.10. Quality Assurance Reviews and Visits**

- (a) Swinburne will (at its own cost but depending on quality assurance procedures agreed between Swinburne and the Collaborating Institution) conduct a combination of visits to the Collaborating Institution which will include:
  - (i) a review of the facilities and learning materials;
  - (ii) assistance to the Collaborating Institution in developing teaching techniques for each Course of Study; and
  - (iii) a review of suitability of each Course of Study for credit transfer.
- (b) Following each visit, Swinburne will provide a report to the Collaborating Institution, which will include the results of visits. The report will also set out any corrective action that Swinburne requires the Collaborating Institution to take.

## **3. AGREEMENT ADMINISTRATION**

### **3.1. Joint Management Committee & Agreement Review**

- (a) A Joint Management Committee will be established by the parties in accordance with the applicable law in the Territory. The initial composition and meeting arrangements of the Joint Management Committee are set out in Schedule 1.
- (b) The parties must meet on or before the Agreement Review Date to review this Agreement and discuss whether or not the Term may be extended.

### **3.2. Representatives**

- (a) The Collaborating Institution must designate an officer, in consultation with Swinburne, who will be responsible for overseeing the delivery of the Collaborative Arrangements in the Territory.
- (b) Swinburne must designate an officer, in consultation with the Collaborating Institution, who will be responsible for overseeing the delivery of the Collaborative Arrangements in Australia.

### **3.3. Notices**

Any notice which a party sends pursuant to this Agreement must be in writing in English and sent to the contact person set out in Schedule 1.

### **3.4. Assignment**

A party must not assign or transfer all or part of its rights or obligations under this Agreement without the prior written consent of the other parties.

### **3.5. Variation or Cancellation**

This agreement cannot be varied or cancelled, unless such variation or cancellation is in writing and signed by a duly authorised representative of each party.

### **3.6. Termination by Swinburne**

Swinburne may terminate this Agreement at any time as follows:

- (a) by giving 21 days written notice to the Collaborating Institution if the Collaborating Institution commits any material breach of this Agreement and does not remedy that breach within the 21 day notice period;
- (b) immediately by giving written notice to the Collaborating Institution if:

- (i) the Collaborating Institution makes any deliberately misleading or deceptive statement in any report, statement, submission or other document provided to Swinburne pursuant to this Agreement;
- (ii) the Collaborating Institution ceases, or threatens to cease, to carry on business or its functions as an educational institution in the Territory;
- (iii) any necessary approval for the conduct of arrangements in the Territory is withdrawn by the relevant Territory government authority;
- (iv) the Collaborating Institution does or allows any act that is a breach of Swinburne University's obligation to students under the ESOS Act.

### **3.7. Termination by the Collaborating Institution**

The Collaborating Institution may terminate this Agreement at any time as follows:

- (a) by giving 21 days written notice to Swinburne if Swinburne commits any material breach of this Agreement and does not remedy that breach within the 21 day notice period;
- (b) immediately by giving written notice to Swinburne if Swinburne is deprived of its statutory power to grant the academic awards relating to Corresponding Swinburne Courses.

### **3.8. Consequences of Termination**

- (a) Upon the termination of this Agreement under clauses 3.6 or 3.7:
  - (i) notwithstanding that termination, both parties must ensure that all Courses of Study, Student Development Opportunities and Staff Development Opportunities that are subject to this Agreement and which are in progress at the date of termination are completed according to the terms of this Agreement;
  - (ii) the Collaborating Institution must cease and procure that its agents, employees or contractors cease, all marketing and promotion of the Collaborative Arrangements;
  - (iii) the Collaborating Institution must cease using Swinburne's name and logos;

- (iv) Students enrolled in a Course of Study in China are the sole responsibility of the Collaborating Institution;
- (v) Students enrolled in the Corresponding Swinburne Course in Australia are the sole responsibility of Swinburne and Swinburne must continue to offer the relevant Corresponding Swinburne Course to such Students.
- (b) If this Agreement is terminated under clause 3.7(b), the restrictions on the activities of the Collaborating Institution under clause 1.5 will not apply.
- (c) Termination of this Agreement will not affect any rights or claims existing at or before termination nor the right of a party who is not in default to institute or continue any proceeding, claim or demand against the defaulting party for compensation for all loss, liability, costs and expenses incurred by the non-defaulting party as a result of the default by the defaulting party.
- (d) No party will be entitled to and must not claim any loss of profit or goodwill or any damages or compensation of any kind arising out of or in connection with the expiration of this Agreement or its termination by any party.

### **3.9. Clauses Surviving Termination**

Despite any other provision of this Agreement, unless the parties otherwise unanimously agree in writing, clauses 1.5, 1.6, 1.9, 1.10, 2.4 3.3, 3.4, 3.5, 3.8, 3.11 and 3.12 survive termination of this Agreement.

### **3.10. Force Majeure**

A party will not be under any liability for any delay, loss or damage caused wholly or in part by act of God, governmental restriction condition or control, failure of or delay by postal authorities, or by reason of any other act, matter or thing beyond its reasonable control.

### **3.11. Dispute Resolution**

- (a) If a dispute arises under this Agreement, then the parties must discuss the dispute bona fide and seek to find a resolution satisfactory to both parties.
- (b) If the parties do not resolve the dispute within 21 days, then the parties will agree on the appointment of an independent mediator in China to resolve the matter and the parties must co-operate fully to enable the dispute to be mediated by that nominee.
- (c) No party may commence or maintain any arbitration or any proceedings in any court in respect of a dispute (apart from an urgent interlocutory injunction) unless

and until the full procedure set out in clause 3.11(b) has been followed and completed.

### **3.12. Agreement in Two Languages**

This agreement has been translated into and also signed in the language of the Territory. Both parties agree that this agreement has equal legal right in English and Chinese.



## SCHEDULE 2

### Courses of Study and Corresponding Swinburne Courses

#### Tuition Fees

If the program students arrive in SUT in Melbourne to get SUT degree for a minimum period of study by credit checking. Tuition Fees will be 90% of the current annual fee for the student cohort which applies to the year of commencement of the Corresponding Swinburne Course.

#### Collaborative Development Fund

For each (Collaborating Institution) Student who:

- (a) successfully undertakes the prescribed Courses of Study at the Collaborating Institution and Swinburne, as outlined under this Agreement;
- (b) enrolls in the Corresponding Swinburne Course specified under this Agreement;
- (c) has fully paid the first year's course fees for the Corresponding Swinburne Course to Swinburne and is not a recipient of a scholarship or tuition fee waiver provided by Swinburne or a third party;
- (d) has not withdrawn from the Corresponding Swinburne Course prior to the relevant census date; and
- (e) is still, as at the relevant "Census Date" (as defined by the *Higher Education Support Act 2003* (Cth), an "overseas student" (as defined by the *Education Services for Overseas Student's Act 2000* (Cth)).

Swinburne will allocate AU\$500 for each such Student who meets the criteria of this Schedule (as above) to a Collaborative Development Fund jointly administered between Swinburne and the Collaborating Institution.

The Collaborating Institution must use such money paid by Swinburne under this provision as a collaborative development fund for the promotion and benefit of the Collaborative Arrangements such as:

Paying for teaching visits and academic visits between Swinburne and the Collaborating Institution, collaborative research, scholarships, bursaries, academic prizes and professional

## Program 1

**Program: Bachelor of Science (Major in Bio-Technology in Central China Normal University and Bachelor of Science (Bio-Technology) in Swinburne University of Technology**

- (a) Collaborating Institution courses: **Central China Normal University  
Bachelor of Science with a specialty in  
(Biotechnology)**
- (b) Swinburne course: **Bachelor of Science (Bio-Technology)  
as noted above**

### Program Collaboration Standard

#### Academic Requirement::

Completion requirements	Mark average
Satisfactory completion of the first three (3) years of the Bachelor of Science with specialty in "Biotechnology" at Central China Normal University in China	60% or better

**Block Credit Arrangements:** Students must complete the following Bachelor of Science with specialty in "Biotechnology" at Central China Normal University including the following subjects:

Table 2: Central China Normal University Units			
<b>General Education:</b> <ul style="list-style-type: none"> <li>• Morals and Law</li> <li>• Marxism Principles</li> <li>• Essentials of Modern and Contemporary Chinese History</li> <li>• Marxism with Chinese Characteristics</li> <li>• College English (1)</li> <li>• College English (2)</li> <li>• College English (3)</li> <li>• College English (4)</li> <li>• Physical Education (1)</li> <li>• Physical Education (2)</li> <li>• Physical Education (3)</li> <li>• Physical Education (4)</li> <li>• Military Theory</li> </ul>	<b>Basic Courses of the Discipline:</b> <ul style="list-style-type: none"> <li>• Advanced Mathematics C</li> <li>• Inorganic Chemistry</li> <li>• Analytical Chemistry</li> <li>• Organic Chemistry</li> <li>• General Physics</li> <li>• Biochemistry</li> <li>• Computing</li> </ul>	<b>Main Courses in Specialty:</b> <ul style="list-style-type: none"> <li>• Botany</li> <li>• Zoology</li> <li>• Animal Physiology</li> <li>• Ecology</li> </ul> <p>SUT collaborative course :</p> <ul style="list-style-type: none"> <li>• Microbiology *</li> <li>• Cell Biology *</li> <li>• Phytobiology*</li> <li>• The microbial world*</li> <li>• BioTech Language and Communication*</li> <li>• Neurophysiology*</li> </ul>	<b>SUT Course :</b> <ul style="list-style-type: none"> <li>• HES2636 Microbes in the Environment *</li> <li>• HES2626 Biochemistry of Genes &amp; Proteins*</li> <li>• HES4628 Environmental Biotechnology*</li> <li>• HES4641 Practical Biochemistry*</li> <li>• HES4701 Research Skill Project*</li> </ul>

<ul style="list-style-type: none"> <li>• Advanced Chinese Language</li> </ul>			<ul style="list-style-type: none"> <li>• HES4621 Advanced Biochemistry*</li> <li>• HES4646 Biotechnology Research Project*</li> <li>• HES4626 Biotechnology*</li> </ul>
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\* SUT and Central China Normal University make the joint curriculum for four year program in Central China Normal University and SUT will deliver the syllabus for the \* subjects and send staff to do collaborative teaching in Central China Normal University according mutual discussion.

**Start periods:**

- Central China Normal University Intake 2012
- Central China Normal University Intake 2013
- Central China Normal University Intake 2014
- Central China Normal University Intake 2015
- Central China Normal University Intake 2016

**Student will get SUT degree Bachelor of Science(Bio-Technology) for completion at least for the final 2 semester study in SUT Matched Unit Credit Arrangements**

### **English Language Requirement**

IELTS (Academic Module) overall score of 6.0 with no individual band less than 6.0.

Students who do not meet the IELTS requirement for entry in Semester 1 will not be able to complete the program in the timeframe set in this proposal. Alternatively, students who do not meet the IELTS requirements for entry may apply to complete appropriate English Language programs prior to commencing further studies.

### **Students in CCNU program who match the table requirements for block exemption:**

- (a) may be granted matched unit credits as outlined in Table 2 below;
- (b) may not be eligible for the maximum credit of 16 units (200 credit points). The actual amount of credit to be awarded will depend upon their choice of units of study at Swinburne University of Technology, Faculty of Life and Social Science.

**At Swinburne, students should take 100 credit points Bachelor of Science (Bio-Technology) program including the 8 units of study out of listed below (or equivalent):**

- HES2636 Microbes in the Environment
- HES2626 Biochemistry of Genes & Proteins
- HES4628 Environmental Biotechnology
- HES4641 Practical Biochemistry
- HES4701 Research Skills Project
- HES4621 Advanced Biochemistry
- HES4646 Biotechnology Research Project
- HES4626 Biotechnology

Students are required to complete a research project to complete their CCNU program. The two parties will cooperate in determining the CCNU requirements, and those of the Swinburne subjects HES4646 can be met by the students undertaking one project.

**NOTE:** The units to be completed at Swinburne (as detailed in Table 3 above) are indicative only and may differ according to the choice of major/minor sequences.

## SCHEDULE 3

### Quality Control Systems

The following Quality Control Systems have been agreed:

- regular discussions and consultation between Swinburne and the Collaborating Institution's staff and students to review and maintain the requisite level of the Course of Study;
- provision by Swinburne of instructional feedback to the Collaborating Institution's teachers and contribution to the Course of Study;
- moderation of assignments and tests, marked by the Collaborating Institution's staff, as required;
- evaluation of the Collaborating Institution's specified subjects for the purpose of granting credits into the Corresponding Swinburne Course; and
- review the ongoing quality and integrity of the Collaborative Articulation Program.

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## SCHEDULE 4

### Staff Development Opportunities

#### Opportunities available

It is contemplated by the parties that the following Staff Development Opportunities shall be made available to select staff members from both institutions during the Term:

(a) Staff Visits

Staff visits shall be conducted for the professional development purposes and shall include:

- (i) teaching;
- (ii) research;
- (iii) administration; and
- (iv) curriculum development

(b) Staff Projects

Staff visits shall offer the opportunity to engage in projects in collaboration with staff from the other institution. This shall require the submission of a jointly written report to nominated representatives of both parties.

#### Expenses

As these Staff Development Opportunities are available to all staff at the Collaborating Institution and Swinburne for the duration of the Staff Development Opportunity the staff member's employer shall be responsible for:

- payment of the staff members' salary and other entitlements;
- subject to the Collaborating Institution's policies and procedures, payment of all travel, accommodation and living expenses associated with any such Staff Development Opportunity;

- any other reasonable expenses incurred by the staff member in relation to the Staff Development Opportunity as agreed between the staff members and their employer.

### **Facilities**

Both parties shall provide all reasonable facilities required for the Staff Development Opportunity including computer facilities, email access, library access and office accommodation and shall ensure to the greatest extent possible that all facilities provided are as safe as practicable and fit for their intended purpose.



## **Student Development Opportunities**

It is contemplated by the parties that in conjunction with the Collaborative Arrangement, the following Student Development Opportunities shall be available to students of both institutions during the Term:

### **Opportunities**

(a) Student Exchange

Student exchange offers the opportunity for students to engage in an exchange program whereby they will be enrolled students of the other institution for a specific period as agreed between the parties.

(b) Student Projects

Students shall be offered the opportunity to engage in a student project in collaboration with staff and students from the other institution. This shall require the submission of a jointly written report to nominated representatives of both parties.

### **Expenses**

Each institution is responsible for meeting any expenses incurred by their students in relation to the student project, as agreed between the student and the institution.

### **Facilities**

Both parties shall provide all reasonable facilities to enable the Student Development Opportunity including computer facilities, email access, library access and office accommodation as may be required and shall ensure to the greatest extent possible that all facilities provided are as safe as practicable and fit for their intended purpose..

EXECUTED as an Agreement.

SIGNED for and on behalf of )  
SWINBURNE UNIVERSITY OF )  
TECHNOLOGY in the presence of: )

*Jeff*

Name of signatory  
Jeffrey Smart

Title of signatory  
Vice President

Date signed: 15/09/2011

*[Handwritten signature]*

Signature of witness

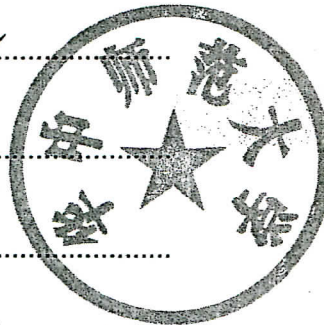
SIGNED for and on behalf of Central )  
China Normal University in the presence )  
of: )

*[Handwritten signature]*

Name of signatory

Title of signatory

Date signed: 25/9/2011



*[Handwritten signature]*

Signature of witness