
斯威本科技大学与华中师范大学 关于合作安排实施的 协议

斯威本科技大学
(“斯威本”)

与

华中师范大学
(“华中师大”)



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TECHNOLOGY

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缔约方:

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:

华中师范大学, 位于中国湖北省武汉市
(“合作院校”)

背景:

双方本着合作精神, 经友好协商, 同意在合作安排实施中开展合作。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, 并为华中师范大学的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。

本合作协议为满足必要要求的学生提供就读斯威本大学适用本科课程的机会。

此外, 缔约方还承认:

- A. 斯威本大学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合作安排。

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”为本协议第 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。

“质量控制体系”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学习课程学分的数量和质量时相同水平的质量控制体系。

“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”指来自区域内注册就读学习课程或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”是指每名注册就读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，若该机构或团体停业、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，将在合作院校圆满完成的学习课程的学分授予相应的申请就读斯威本有关课程的合格学生。
- (b) 合作院校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) 合作院校必须：
 - (i) 按照附件三中所列的质量控制体系教授学习课程；并
 - (ii) 一旦可行应立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) 符合斯威本和合作院校的现行的学业政策、程序、规则和规章；并
 - (ii) 在执行之前，以书面形式在相关附件中记录变更并经合作双方签字。

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，合作院校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) 合作院校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，合作院校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) 合作院校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. 斯威本权力行使

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) 合作院校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，合作院校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

合作院校应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适用于当时以斯威本学生身份注册入读的学生的学费。

1.12. 保险

双方必须从声誉良好的保险公司处购买并且保持拥有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。双方购买并保持拥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) 已顺利完成学习课程并希望入读斯威本有关课程的合作院校学生必须满足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) 合作院校应向斯威本提供正式的将用于就读斯威本相关课程的学生学业成绩陈述。
- (c) 如果斯威本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情况，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合作院校通报其拒绝接纳的意图。
- (d) 合作院校不得向任何人表示其可以入学或就读斯威本有关课程，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) 合作院校承认在期限内在经过提前至少一个学期的通知后，斯威本可以改变授予学生的学分数量和水平以及现行的入学和录取标准。在任何改变被最终确定之前，将会征询合作院校的意见。任何授予学生的学分数量和水平的改变都将被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

斯威本必须向合作院校所有欲就读斯威本有关课程的人提供必要的最新消息和在线材料。

2.3. 斯威本义务限制

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，斯威本：

- (a) 没有让某名学生的入学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业要求；
- (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，即使该学生已成功达到学业要求

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、无论学生是否顺利完成斯威本有关课程，对于合作院校由于斯威本在第 2.3 款项下行驶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辅导、关怀和咨询服务以支持他们的学习和课程选择。

发展机会

合作各方同意：

- (a) 将根据双方不时同意的学生发展机会和员工发展机会展开合作；
- (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。

2.6. 营销和宣传义务

- (a) 为招收斯威本有关课程的学生，合作院校必须对学习课程进行营销、宣传和招收符合条件学生的工作。
- (b) 在 2.7(a) 段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，合作院校在使用前都必须先获得斯威本国际部的书面批准。
- (c) 合作院校必须遵循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) 合作院校不得使用或允许使用与斯威本有关的斯威本名称或标识，也不得发出或允许发出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) 合作院校必须确保其自身的营销材料和信息是适当的且符合区域法律规定。

2.7. 营销、宣传和招生费用

合作院校负责支付其营销、宣传和招生的费用。

2.8. 斯威本的权利

若斯威本有所指示，合作院校必须立即停止任何营销、宣传或招生行为。

2.9. 质量保证审查和访问

- (a) 斯威本将（自费但依据斯威本和合作院校商定的质量保证程序）对合作院校进行一系列访问，包括：
 - (i) 检查设施和学习材料；
 - (ii) 协助合作院校开发各门学习课程的教学技巧；并
 - (iii) 检查各门学习课程学分转移的适当性。
- (b) 在每次访问后，斯威本将向合作院校提交报告，其中要包括访问结果。该报告还将列明斯威本要求合作院校采取的改正行动。

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到来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。

代表

- (c) 合作院校必须与斯威本协商后指派一名工作人员，由其负责监督合作安排在区域内的实施。
- (d) 斯威本必须在与合作院校协商后指派一名工作人员，由其负责监督合作安排在澳大利亚的实施。

3.2. 通知

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

3.3. 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。

3.4. 变更或撤销

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

3.5. 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) 如果合作院校作出任何实质性违反本协议的行为并且没有在 21 天的通知期间内对该违约做出补救，将提前 21 天以书面形式通知合作院校；
- (b) 如果出现以下情况，将书面通知合作院校立即终止协议：
 - (i) 合作院校在根据本协议向斯威本提供的任何报告、声明、提交件或其它文件中，蓄意做出误导性或欺骗性陈述；
 - (ii) 合作院校停止在区域内作为教育机构开展工作或履行职能，或威胁将停止在区域内作为教育机构开展工作或履行职能；
 - (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) 合作院校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。

3.6. 合作院校提出终止

合作院校可按以下情况，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没有在 21 天的书面通知期间内对该违约做出补救, 提前 21 天以书面形式通知斯威本;
- (b) 如果斯威本丧失了授予斯威本有关课程学历学位证书的法定权力, 合作院校可书面通知斯威本立即终止协议。

3.7. 终止协议的后果

- (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) 合作院校必须停止并促使其代理中介、雇员、承包商停止开展与合作计划有关的所有营销和宣传工作;
 - (iii) 合作院校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一律由合作院校负责;
 - (v) 在澳大利亚入学斯威本有关课程的学生一律由斯威本负责, 并且斯威本必须继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) 的规定而终止, 第 1.5 条项下的对合作院校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对利润、商誉损失等提出任何形式的损害或赔偿要求。

3.8. 协议终止后仍然有效的条款

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。

3.9. 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。

3.10. 争议解决

- (a) 如果本协议产生争议，则缔约各方必须真诚讨论此争议并寻求双方均满意的解决方法。若缔约各方在 60 天内未能解决该争议，则缔约各方将同意指派一名独立调停人以解决该问题，并且缔约各方必须充分合作以使该争议由被指派人调停解决。调停费用将由各方均摊。
- (b) 除非条款 3.11 (a) 所列所有程序已经进行并完成，双方都不得就争议案向法院提起或维持任何仲裁或任何法律程序（诉讼中间紧急禁止令除外）。

3.11. 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，两种版本具备同等效力，但若遇文意不清，应参照英文版本确定文意。

附件一

项目开始日期:	2014年8月1日
项目结束日期:	2017年7月31日
协议审核日期:	项目结束日期12个月之前
课程细节:	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 副校长 (国际事务与未来学生) Swinburne University of Technology P O Box 218 Hawthorn Victoria 3122 Australia 电话: +61 3 9214 5919 传真: +61 3 9214 5507</p> <p>发给合作院校: Zhang Yichuan 国际部副主任 华中师范大学 中国湖北省武汉市洪山区珞喻路152号 邮编 430079 电话: +86 27 67861824 传真: +86 27 6786 2596</p>
联合管理委员会	<p>联合管理委员会将由以下人员组成:</p> <ul style="list-style-type: none"> • 2名斯威本代表: 副校长 (国际事务与未来学生) 或其任命的人及项目经理 • 3名华中师大代表: 副校长、(教务)主任、生命科学学院副院长 <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合作院校指派。</p>

附件二

学习课程和斯威本相应课程

学费

学费为申请入读相应斯威本课程学生目前每年支付学费的 90%。

学生如果更改课程或选择入读的课程不在本协议内，则无法享受每年支付 90%学费的优惠，需要支付全额学费。

合作发展基金

对于满足以下所有条件的每位合作院校学生：

- (a) 成功就读合作院校和斯威本的规定课程，如本协议所列；
- (b) 被该协议指定的斯威本有关课程录取；
- (c) 已将第一年的斯威本有关课程学费全部支付给斯威本，并且不享受斯威本或第三方提供的奖学金或免交学费待遇。
- (d) 相关课程普查日之前，未从斯威本有关课程中退学；和
- (e) 在相关“课程普查日”（根据 2003 年的《联邦高等教育支持法案》的定义）时，仍然是一名符合 2000 年《联邦留学生教育服务法案》定义的“留学生”。

合作发展基金不适用于更改课程或选择入读不在本协议内课程的学生。

斯威本将为每名符合本附件(如上)标准的学生，向斯威本与合作院校联合管理的合作发展基金分配 500 澳元。

合作院校必须以合作工作的推广和利益为出发点，使用斯威本提供的合作发展基金。使用范围包括：支付斯威本与合作院校间的教学和学术访问、合作研究、奖学金，补助金，学业奖金和教师职业发展的费用。

在每个公历年的最后 30 日内，合作院校与斯威本将提供一份书面报告，列明过往 12 个月合作发展基金的支出明细，以及未来 12 个月的临时预算。

教学访问

斯威本每年为合作院校提供为期一周的访问机会，活动以教学和质量保证为主。为表达对合作工作的友好姿态，斯威本将承担以上访问费用。

鼓励斯威本职员到合作院校，或合作院校职员到斯威本进行额外的教学或学术访问。在计划访问进行前，访问安排应得到斯威本和合作院校的共同同意。如果该教学或学术访问涉及斯威本提供的服务，斯威本将就经同意的服务向合作院校开具发票。合作院校应按照下列付款时间和付款方式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

合作院校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银行账户。此款项应根据中国相关外汇管理规定支付，并且合作院校有义务保证其符合法律规定。

斯威本根据本协议向合作院校支付的任何款项，必须采用电汇方式且用合作院校指定的货币支付给合作院校。

本协议涵盖的项目：

项目一

- (a) 合作院校课程：理科学士课程(生物技术)
- (b) 斯威本大学课程：理科学士课程(生物技术)

授予的学分：

基于成功读满两(2)年包括下列表格所列科目的华中师范大学理科学士课程(生物技术)，则在斯威本理科学士课程(生物技术)中可获得的最大学分豁免额度为8个单元共计100学分，除非学生录取通知书上列明了一个低于100学分的最大学分豁免额度，则适用该较小额度。应注意的是，该额度是能够授予的最大学分豁免额度，实际可用的学分将取决于学生在斯威本科技大学对于主修和辅修课程的选择次序。

若有可能，免修分将会被授予为匹配学分（如下列表格2所示）；剩余的免修分，在豁免总额度为8个单元的限度内，将会被授予为非匹配学分。注意：非匹配学分在斯威本有关课程中不能用作第三年课程单元的学分。

整体学分安排

满足下列条件，将准许合作院校学生携整体学分享受斯威本理科学士课程(生物技术)的课程免修资格：

表格一：

在合作院校完成下列课程	在斯威本课程中获得的豁免额度
<p>学生必须在华中师范大学圆满完成理科学士课程(生物技术)前两年课程的学习，包括以下课程：</p> <ul style="list-style-type: none"> • 无机化学 • 无机化学试验 • 分析化学 • 分析化学实验 • 有机化学 • 有机化学实验 • 高等数学 • 普通物理 • 普通物理实验 • 植物学 • 植物学实验 • 动物学 • 动物学实验 • 生物化学 • 生物化学实验 • 微生物学 • 微生物学实验 • 细胞生物学 • 细胞生物学实验 • 遗传学 • 遗传学实验 • 分子生物学 • 分子生物学实验 • 动物生理学 • 动物生理学实验 	<p>学生在斯威本理科学士课程(生物技术)中可获得100学分的整体学分豁免，包括以下匹配/非匹配单元：</p> <p>八(8)门非匹配选修单元，共计100学分</p> <p>所有学生需要另外完成200学分的课程学习，以及无学分的EDU10015课程职业前景，以满足学位授予要求。</p>

匹配学分安排

不符合上述整体学分豁免要求的合作院校学生可被授予下列表格 2 所列的匹配学分；

表格 2:

在合作院校完成下列课程	在斯威本获得的豁免额度
<ul style="list-style-type: none"> • 无机化学 • 无机化学试验 • 分析化学 • 分析化学实验 • 有机化学 • 有机化学实验 	一(1)个 12.5 学分的非匹配选修单元
<ul style="list-style-type: none"> • 高等数学 • 普通物理 • 普通物理实验 	一(1)个 12.5 学分的非匹配选修单元
<ul style="list-style-type: none"> • 植物学 • 植物学实验 • 动物学 • 动物学实验 	一(1)个 12.5 学分的非匹配选修单元
<ul style="list-style-type: none"> • 生物化学 • 生物化学实验 	一(1)个 12.5 学分的非匹配选修单元
<ul style="list-style-type: none"> • 微生物学 • 微生物学实验 	一(1)个 12.5 学分的非匹配选修单元
<ul style="list-style-type: none"> • 细胞生物 • 细胞生物实验 • 遗传学 • 遗传学实验 	一(1)个 12.5 学分的非匹配选修单元
<ul style="list-style-type: none"> • 分子生物学 • 分子生物学实验 	一(1)个 12.5 学分的非匹配选修单元
<ul style="list-style-type: none"> • 动物生理学 • 动物生理学实验 	一(1)个 12.5 学分的非匹配选修单元

在斯威本完成斯威本有关课程所需的学分和时间：

200 学分/两年

开学时间：

2 月和 7 月

斯威本相应课程入学及录取标准：

学术

根据本协议条款 2.1(c)，欲就读斯威本有关课程的学生将适用下列入学及录取标准：

表格 2 中所列的华中师范大学理科学士课程(生物技术)中平均分 60 分或以上的课程按 60 分或以上的分数计入斯威理科学士课程(生物技术)。

英语语言

入读本项目课程的学生必须满足以下要求:

- 雅思(学术类)总分 6.5, 单科不低于 6.0; 或
- 托福网考分数 80 分; 或
- 认可的同等成绩-请参见:

www.international.swinburne.edu.au/courses/english-requirements

附件三

质量控制体系

已就下列质量控制体系达成合意：

- 斯威本员工及学生和合作院校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；
- 斯威本对合作院校教师们提出指导性反馈和对学习课程做出贡献；
- 所需的适度的由合作院校员工评分的作业和测试；
- 对斯威本有关课程授予学分的合作院校特定科目的评估；和
- 审查合作办学项目实时质量和完整性。

附件四

员工发展机会

据双方仔细考量，在期限内将为双方院校选拔的员工提供以下员工发展机会：

(a) 员工访问

员工访问应以职业发展为目的，包括：

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

(b) 员工计划

员工访问将为员工提供机会参与对方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合作院校和斯威本的所有员工开放，在员工发展机会期间，员工的雇主应负责：

- 员工薪水的支付和其他权利的兑现；
- 根据合作院校的政策和程序，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；
- 员工和其雇主之间达成合意的，员工产生的与员工发展机会有关的任何其他合理费用。

设施

合作双方应提供员工发展机会所需的所有合理设施，包括电脑设施、电邮使用、图书馆使用和办公设备，并应尽最大限度可能保证所有提供的设施都安全实用并适合其预期目的。

学生发展机会

据双方仔细考量，在期限内将连同本合作安排协议，为双方院校的学生提供以下学生发展机会：

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，依照双方达成的合意，他们将籍此在特定期间内成为对方院校的注册学生。

(b) 学生计划

学生将得到机会参加与对方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

依照学生与院校达成的合意，各院校负责支付其学生产生的与学生计划相关的任何费用。

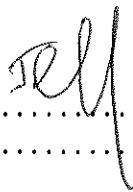
设施

合作双方应提供学生发展机会可能所需的所有合理设施，包括电脑设施、电邮使用、图书馆使用和办公设备，并应尽可能最大限度保证所有提供的设施都安全实用并适合其预期目的。

协议生效签署。

在以下人员见证下
代表斯威本科技大学签署：

)
)
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)



.....JEFFREY SMART.....
.....

签名人姓名

.....VP (INTERNATIONAL).....
.....

签名人职务

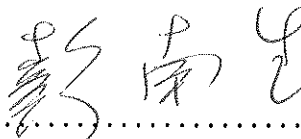
签署日期: 20108 / 2014

.....Sebastian.....
.....
.....
.....

见证人签名

在以下人员见证下
代表华中师范大学签署：

)
)
)
)



.....PROF. PENG NANSHENG.....
.....

签名人姓名

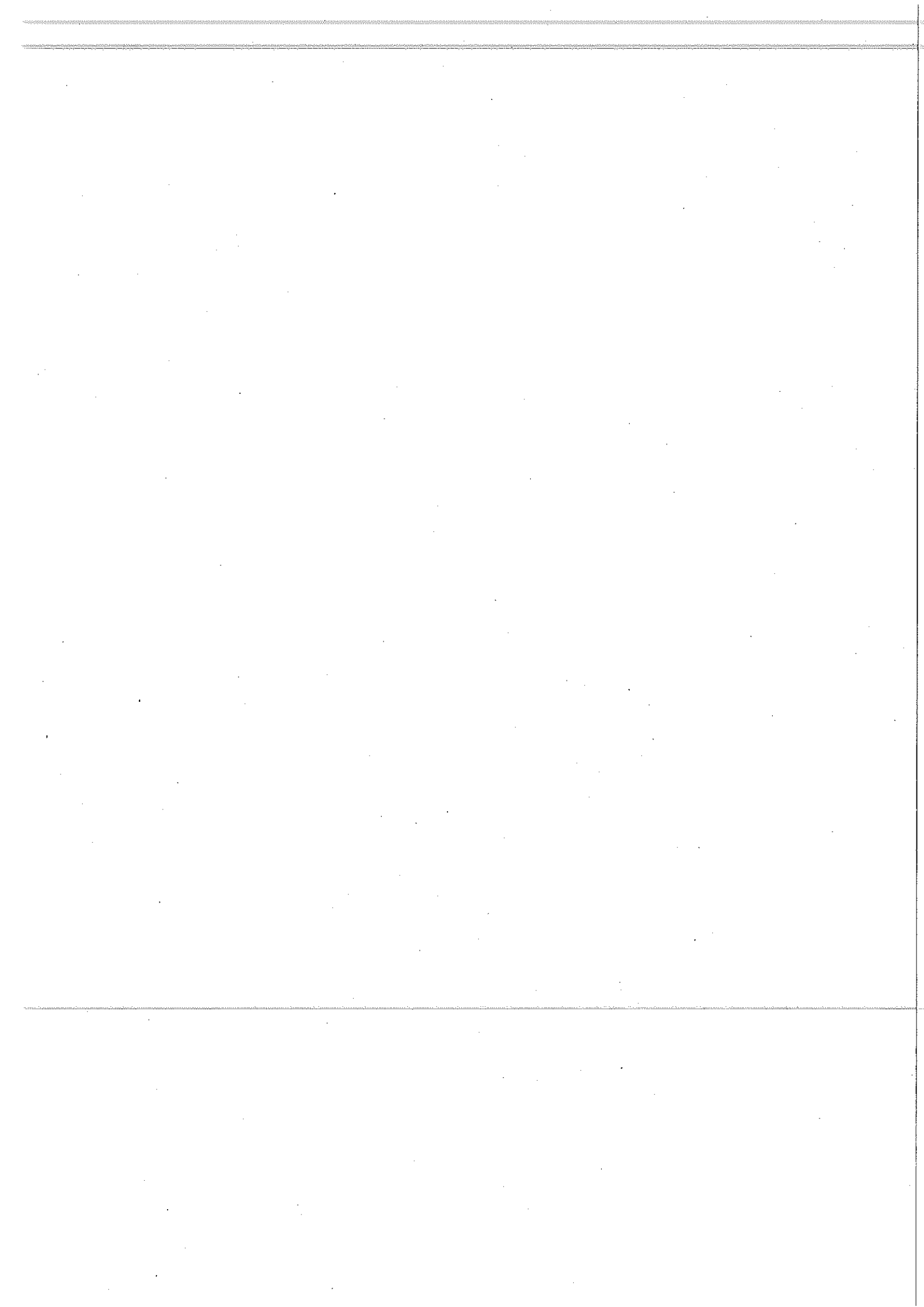
.....VICE PRESIDENT.....
.....

签名人职务

签署日期: 20108 / 2014

.....刘建清.....
.....
.....

见证人签名




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

**SWINBURNE UNIVERSITY OF TECHNOLOGY
("Swinburne")**

and

**CENTRAL CHINA NORMAL UNIVERSITY
("CCNU")**



**SWIN
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SWINBURNE
UNIVERSITY OF
TECHNOLOGY

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ABN 13 628 699
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DATE **August 2014**

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 Wuhan, 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 CCNU to benefit from internationally recognised quality education.

The Collaborative Arrangement will allow students who complete the necessary requirements, the opportunity to articulate into the applicable Swinburne University undergraduate course.

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.

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 curriculae 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 enrol 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 endeavor 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 enrol 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 enrol 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 enrol 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. 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.

2.6. 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.

2.7. Marketing, Promotion and Recruitment Costs

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

2.8. Swinburne's Rights

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

2.9. 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.
Representatives
- (c) 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.
- (d) 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.

3.2. Notices

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

3.3. 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.

3.4. 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.

3.5. 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.

3.6. 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.

3.7. 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.

3.8. 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.

3.9. 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.

3.10. 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. If the parties do not resolve the dispute within 60 days, then the parties will agree on the appointment of an independent mediator to resolve the matter and the parties must co-operate fully to enable the dispute to be mediated by that nominee. The costs of the mediation will be borne equally.
- (b) 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(a) has been followed and completed.

3.11. Agreement in Two Languages

This Agreement has been translated into and also signed in the language of the Territory. The parties agree that each version has the same effect but where meaning is unclear, reference will be made to the English language version to determine the meaning.

SCHEDULE 1

Program Commencement Date:	1 August 2014
Program End Date:	31 July 2017
Agreement Review Date:	12 months prior to the Program End Date.
Details of Courses:	See Schedule 2
Territory:	The People's Republic of China but not including the special administrative regions of Hong Kong and Macau
Contact Addresses / Details for Notices:	<p>To Swinburne: Mr Jeffrey Smart Vice President (International and Future Students) Swinburne University of Technology P O Box 218 Hawthorn Victoria 3122 Australia Telephone: +61 3 9214 5919 Facsimile: +61 3 9217 5507</p> <p>To Collaborating Institution: Zhang Yichuan Deputy Director of International Office Central China Normal University 152 Luoyu Avenue Wuhan, Hubei 430079 China Telephone: +86 27 67861824 Facsimile: +86 27 6786 2596</p>
Joint Management Committee	<p>The Joint Management Committee will comprise:</p> <ul style="list-style-type: none"> • 2 Swinburne representatives: Vice President (International and Future Students) or nominee and Program Manager • 3 CCNU representatives: Vice President, Director (Academic Administration) and Vice Dean, School of Life Science <p>Each party may change its representatives by giving written notice of that change to the other party. 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

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.

Students who elect to change programs or enrol into programs that are not specified within this Agreement will forfeit their entitlement to Tuition Fees at 90% of the current annual fee and will pay full Tuition Fees.

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 Tuition 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)).

The Collaborative Development Fund will not apply to Students who elect to change programs or enrol into programs that are not specified within this Agreement.

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 one week visit focusing on teaching and quality assurance activities. These visits are at Swinburne's expense as a goodwill gesture to the Collaborative Arrangements.

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:

PROGRAM 1

- (a) Collaborating Institution course: Bachelor of Science (Biotechnology)
- (b) Swinburne course: Bachelor of Science (Biotechnology)

Credit Awarded:

The maximum number of exemptions for the Swinburne Bachelor of Science (Biotechnology) based on successful completion of two (2) years of the CCNU Bachelor of Science (Biotechnology) course including the subjects specified in the Tables below is 8 units (100 credit points) except where a lesser maximum level of credit is specified in the Student's letter of offer, in which case the lesser amount shall apply. It should be noted that this is the maximum amount of credit that can be awarded and that the actual usable credit will depend upon the Student's choice of major and minor sequences of study at Swinburne University of Technology.

Exemptions will be awarded as matched unit credits where possible (as indicated in Table 2 below) with the balance of exemptions, up to the total of 8 units, awarded as unmatched unit credits. Note: Unmatched unit credits cannot be counted as 3rd year units in the Corresponding Swinburne Course.

Block Credit Arrangements

Advanced standing into the Swinburne Bachelor of Science (Biotechnology) with block credit will be granted to Collaborating Institution Students provided they have met the following conditions:

Table 1:

Completion of following subjects at Partner Institution	Exemptions received in Swinburne Course
<p>Students must complete the first TWO years of Bachelor of Science (Biotechnology) at Central China Normal University including the following subjects:</p> <ul style="list-style-type: none"> • Inorganic Chemistry • Inorganic Chemistry Experiments • Analytical Chemistry • Analytical Chemistry Experiments • Organic Chemistry • Organic Chemistry Experiments • Advanced Mathematics • General Physics • General Physics Experiments • Botany • Botany Experiments • Zoology • Zoology Experiments • Biochemistry • Biochemistry Experiments • Microbiology • Microbiology Experiments • Cell Biology • Cell Biology Experiments • Genetics • Genetics Experiments • Molecular Biology • Molecular Biology Experiments • Animal Physiology • Animal Physiology Experiments 	<p>At Swinburne, students will receive block credit transfer of 100 credit points into Swinburne's Bachelor of Science (Biotechnology) including the following matched/unmatched units:</p> <p>Eight (8) unmatched elective units of total 100 credit points</p> <p>All students will have to complete a further 200 credit points of study together with the non-credit unit EDU10015 Careers in the Curriculum to fulfill the degree award requirement.</p>

Matched Unit Credit Arrangements

Collaborating Institution Students who do not match the above requirements for block exemption may be granted matched unit credits as outlined in Table 2 below:

Table 2:

Completion of following subjects at Partner Institution	Exemption Granted at Swinburne
<ul style="list-style-type: none"> • Inorganic Chemistry • Inorganic Chemistry Experiments • Analytical Chemistry • Analytical Chemistry Experiments • Organic Chemistry • Organic Chemistry Experiments 	One (1) unmatched elective unit of 12.5 credit points
<ul style="list-style-type: none"> • Advanced Mathematics • General Physics • General Physics Experiments 	One (1) unmatched elective unit of 12.5 credit points
<ul style="list-style-type: none"> • Botany • Botany Experiments • Zoology • Zoology Experiments 	One (1) unmatched elective unit of 12.5 credit points
<ul style="list-style-type: none"> • Biochemistry • Biochemistry Experiments 	One (1) unmatched elective unit of 12.5 credit points
<ul style="list-style-type: none"> • Microbiology • Microbiology Experiments 	One (1) unmatched elective unit of 12.5 credit points
<ul style="list-style-type: none"> • Cell Biology • Cell Biology Experiments • Genetics • Genetics Experiments 	One (1) unmatched elective unit of 12.5 credit points
<ul style="list-style-type: none"> • Molecular Biology • Molecular Biology Experiments 	One (1) unmatched elective unit of 12.5 credit points
<ul style="list-style-type: none"> • Animal Physiology • Animal Physiology Experiments 	One (1) unmatched elective unit of 12.5 credit points

Credit Points and Time needed to complete a Corresponding Swinburne Course at Swinburne:

200 Credit Points / 2 Years

Start periods:

February and July

Entrance and Eligibility Criteria for Corresponding Swinburne Course:

Academic

Subject to clause 2.1(c) of this Agreement, the following entrance and eligibility criteria shall apply for students wishing to enrol in a Corresponding Swinburne Course:

An average mark of 60 or better for the subjects in the CCNU Bachelor of Science (Biotechnology) course to be credited towards the Swinburne Bachelor of Science (Biotechnology) with a mark of 60 or better in the subjects specified in Table 2.

English Language

In order to gain entry into the program students must have:

- IELTS (Academic Module) score of 6.5 with no individual band below 6;
or
- TOEFL iBT score of 80; or
- Approved equivalent – see:
www.international.swinburne.edu.au/courses/english-requirements

SCHEDULE 3

QUALITY CONTROL SYSTEM

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.

SCHEDULE 4

STAFF DEVELOPMENT OPPORTUNITIES

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

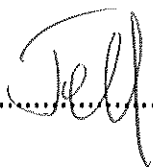
Each institution is responsible for meeting any expenses incurred by their students in relation to the student project, as agreed between the student and the institution.

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

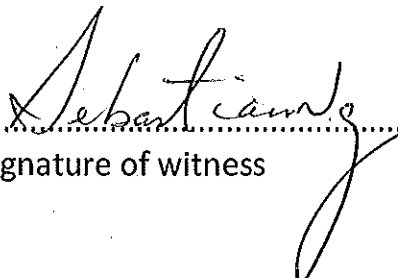
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SWINBURNE UNIVERSITY OF)
TECHNOLOGY in the presence of:)
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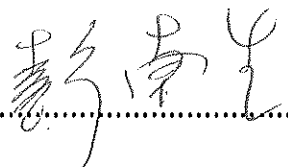
JEFFREY SMART
Name of signatory

VICE PRESIDENT, INTERNATIONAL)
FUTURE STUDENTS)
Title of signatory

Date signed: 20/08/2014

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Signature of witness

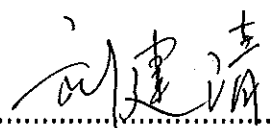
SIGNED for and on behalf of)
CENTRAL CHINA NORMAL)
UNIVERSITY in the presence of:)
)

.....

PROF. PENG NANSHENG
Name of signatory

VICE PRESIDENT
Title of signatory

Date signed: 20/08/2014

.....
Signature of witness