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XXXXXXXXXXXXXXXXXXXX

AGREEMENT FOR THE PROVISION OF EDUCATIONAL SERVICES

Offshore Training Methods & Management Programme

AGREEMENT FOR THE PROVISION OF EDUCATIONAL SERVICES

AGREEMENT dated the _____ day of _____ 2007

PARTIES

1. XXXXXXXXXXXXXXXX
2. XXXXXXXXXXXXXXXX

INTRODUCTION

- A. The XXXXXXXX has agreed to provide the Services to the xxxxxxxx, which includes offering and teaching the Course to members of the xxxxxxxx organisation.
- B. The xxxxxxx and xxxxxxx have agreed terms and conditions for the provision of the Services, as set out in this agreement.

AGREEMENT

1. INTERPRETATION

1.1. In this agreement, unless the context otherwise requires:

"Accommodation Fees" means the fees payable by the XXXXXXXX to the XXXXXXXX under this agreement for twelve (12) studio apartments at the Empire Apartments, 21 Whitaker Place, Auckland, New Zealand for the period of 5 August to x August 2007 calculated as xxxxxxxx dollars NZD \$ xxxx including GST and **"Fee"** shall have the corresponding meaning.

"Business Days" means a day on which a majority of registered banks are generally open for business in Auckland, New Zealand.

"Commencement Date" means the date of this agreement.

"Course" means the Offshore Training Methods & Management Programme (which includes those papers listed in Schedule 1) to be offered in accordance with the delivery schedule attached as Schedule 2.

"Fees" means the total fees payable by the XXXXXXXX to the XXXXXXXX under this agreement calculated xxxxxxxx New Zealand dollars NZD \$ xxxxxxxx including GST and **"Fee"** shall have the corresponding meaning.

"Services" means the educational services to be provided by the XXXXXXXX to the Students at the request of the XXXXXXXX in accordance with this agreement, including the teaching of the Course to the Students and the associated services set out in Schedule 3.

"Standard Terms" means the XXXXXXXX's standard terms, rules, regulations, conditions, processes and other academic standards and requirements from time to time which govern the provision of teaching and academic services to its students.

"Students" mean those members of the XXXXXXXX organisation enrolled in the Course.

"Term" means the period from x August 2007 to x August 2007, or such other date as agreed by the parties in writing.

2. APPOINTMENT

- 2.1. The XXXXXXXX appoints the XXXXXXXX as the preferred provider of tertiary education to the XXXXXXXX during the Term, subject to the terms and conditions contained in this agreement.

3. PROVISION OF SERVICES

XXXXXXX Course Related Obligations

- 3.1. During the Term the XXXXXXXX shall provide the Services to the Students in accordance with the:
 - (a) terms of this agreement; and
 - (b) XXXXXXXX's Standard Terms
- 3.2. XXXXXXXX will review the teaching and learning process and Student experience following the completion of the first topic of the Course and after the completion of each topic thereafter (as required) and may make such amendments and changes to the process as it deems necessary;
- 3.3. Student satisfaction surveys will be completed following the completion of each topic in the Course

XXXXXXX Course Related Obligations

- 3.4. In relation to the Services, the XXXXXXXX acknowledge and agree:
 - (a) Students are required to enrol in the Course no later than x July 2007 three weeks prior to the Course start date;
 - (b) a maximum of 24 Students must enrol for course or the provisions of clause 4.1 shall apply;
- 3.5. The XXXXXXXX shall provide, or arrange for the provision of, a list of participants including participants' designation, full name, date of birth, area of responsibility, dietary

requirements and email address, on x July 2007, three weeks prior to the Course start date.

- 3.6. That XXXXXXXX may vary the topic and content of the topics comprised within the Course if required, after consultation with the XXXXXXXX.

4. FEE AND PAYMENT

- 4.1. The parties acknowledge and agree that in no circumstances shall the Fees payable be less than xxxxxxx New Zealand dollars NZD \$ xxxxxx including GST in total. For the avoidance of doubt, the XXXXXXXX agree that where there are less than 24 Students, the Fees payable under this agreement will be xxxxxx New Zealand dollars NZD \$ xxxxx including GST.
- 4.2. The XXXXXXXX shall pay the Fees to XXXXXXXX by bank telegraphic transfer in accordance with the following payment schedule irrespective of the final number of Students attending the Course.
- (a) XXXXXXXX will make a payment of ninety percent (90%) of the total Fee payable by x July 2007 two weeks prior to the Students arrival in New Zealand,
- (b) The remaining ten percent (10%) of the total Fee payable will be made on 17 August 2007 one prior to the completion of the Course.
- 4.3. The XXXXXXXX will pay the Accommodation Fees to XXXXXXXX by bank telegraphic transfer payable by x July 2007 two weeks prior to the Students arrival in New Zealand. For the avoidance of doubt, the XXXXXXXX agree that where there are less than 24 Students, the Accommodation Fees payable under this agreement will be xxxxxx New Zealand dollars NZD \$ xxxxxxx including GST.
- 4.4. Payment to XXXXXXXX by the XXXXXXXX will be in U.S. dollars for the Fees as per clause 4.1. by bank telegraphic transfer to XXXXXXXX's nominated bank account. Any exchange rate used is to be that of the date of payment.

The XXXXXXXX nominated bank account is:

Account name:
Account Number:
Swift Code:
Bank Name:
Bank Address:

- 4.5. In the event of cancellation by the XXXXXXXX after the signing of this agreement the XXXXXXXX will be billed for all costs to date, except in the event of Force Majeure.
- 4.6. All payments under this agreement shall be made without deduction or counterclaim.

5. TERM

- 5.1. This agreement shall commence on the Commencement Date and continue in effect for the Term unless terminated in accordance with clause 7.1.

6. TRAVEL & VISA EXPENSES

- 6.1. The XXXXXXXX is responsible for ensuring the arrival in Auckland of the Students of the Course on 5 August 2007 as well as the Students departure from Auckland on x August 2007.
- 6.2. The XXXXXXXX is responsible for the payment of the round-trip air tickets for China to Auckland and from Auckland to China for the Students of the Course (including their travel expenses in China and weekend travel expenses in New Zealand).
- 6.3. The XXXXXXXX is responsible for all visa application expenses.

7. DISPUTES

- 7.1. Representatives from the parties shall meet and discuss in good faith any dispute between the XXXXXXXX and the XXXXXXXX arising out of this agreement.

8. LIABILITY

- 8.1. In relation to this Agreement each Party agrees to secure the other for any claims for compensation from third parties in respect of its legal liability:
- (a) for death, personal injury or property damage
 - (b) arising out of any act error or omission which constitutes a breach of professional duty
- 8.2. Where such claims arise from the joint negligence of each party then the respective responsibilities shall be in proportion to the allocable share of joint negligence.

9. ENTIRE AGREEMENT

- 9.1. This agreement constitutes the entire agreement and understanding of the parties and supersedes any prior agreements or understandings between the parties with respect to the subject matter.

10. FORCE MAJEURE

- 10.1. Neither XXXXXXXX nor the XXXXXXXX will be responsible for charges and/or cancellation due to causes of "Force Majeure" such as acts of war, or natural catastrophe, which are neither preventable nor foreseeable and which are reasonably beyond the control of either party.

11.GOVERNING LAW

- 11.1. This agreement shall be valid from the commencement date of the agreement between the XXXXXXX and XXXXXXX. Both parties shall hold two identical copies of the agreement (one in Chinese text, and the other in English text). The two versions of the agreement bear the same legal force in case of disputes. In the event of any discrepancy between the two aforementioned versions, the English version shall prevail.

EXECUTION

SIGNED on behalf of
XXXXXXXXXXXXXXXXXX by:

Xxxxxxx authorised Signatory

Witness Signature

Witness Name

Witness Occupation

Witness Address

SIGNED on behalf of
XXXXXXXXXXXXXXXXXX by:

Xxxxxxx authorised Signatory

Witness Signature

Witness Name

Witness Occupation

Witness

Address

XXXXXXXXXXXX

XXXXXXXXXXXX

境外培训方法与管理专题研究班
培训课程服务协议

**xxxxxxx 为 xxxxxxxx 境外培训方法与管理专题研究班
提供培训课程服务协议书**

协议书开始日期 2007 年 月 日

协议方：

甲方：xxxxxxxxxxxx

乙方：xxxxxxxxxxxx

协议导言

- A. 甲方同意为乙方派来的学员提供培训课程服务。
- B. 双方同意本协议规定的提供培训课程服务的条件和条款。

协议内容

1. 定义和诠释

1.1 除了从上下文理解明显带有其它意思之外，在本协议中以下概念的意思如下：

“住房费”指乙方根据本协议支付给甲方的垫付在新西兰奥克兰市 Whitaker 21 号帝国公寓酒店从 2007 年 x 月 x 日至 2007 年 x 月 x 日 12 间公寓房间的费用，共计含税\$\$\$\$\$新西兰元（\$\$\$\$\$新元）。“费用”含有相应的意思。

“营业日”指新西兰奥克兰市大多数银行通常的营业时间。

“开始日期”指本协议签署日期。

“培训课程”指境外培训方法与管理专题研究班，包括附表 1 中的培训课程专题介绍，附表 2 的培训课日程表。

“费用”指乙方根据本协议支付给甲方的总费用，共计含税\$\$\$\$\$新西兰元（\$\$\$\$\$新元）。“费用”含有相应的意思。

“服务”指甲方根据本协议，按照乙方要求为乙方学员提供的培训服务，包括附表 3 所列的培训课程相关服务。

“标准条款”指甲方为本校学生提供教学服务一贯采用的标准条款，规章制度，条件，程序和学术准则。

“学生”指 xxxxxxxx 派来的培训班学员。

“期限”指 2007 年 x 月 x 日至 2007 年 x 月 x 日，或双方书面协议的日期。

2. 委托

2.1 根据本协议条件和条款，乙方指定甲方为首选培训机构。

3. 培训服务实施

甲方责任：

3.1 培训期间，甲方按照本协议条款及甲方校方标准条款为学员提供培训服务。

3.2 甲方在每个培训专题课结束后进行教学和学员经历评估。根据需要修改和改变教学方法。

3.3 每个培训专题结束后进行学员满意程度调查。

乙方责任：

3.4 乙方承认并同意：

a) 在 2007 年 x 月 x 日即培训课开始前三周，要求学员完成培训班报名工作。

b) 培训班学员人数不超过 24 人，或按 4.1 条实行。

3.5 乙方须在培训开始三周前即 2007 年 x 月 x 日前，提供或安排提供一份学员情况表，内容应包括学员职务头衔，姓名，出生日期，工作单位，饮食禁忌和电子邮箱地址。

3.6 如有需要，甲乙双方可经商讨变更培训专题和内容。

4. 费用和付款方式

4.1 双方承认并同意，乙方付给甲方的培训总额在任何情况下不少于含税 \$\$\$\$\$\$ 新元。即乙方同意，如学员人数少于 24 人，乙方应按照协议支付含税在内 \$\$\$\$\$\$ 新元（92,400 新元）。

4.2 不论最后 \$\$\$\$\$\$ 参加培训的的实际人数，乙方应按以下付款日程通过银行电汇方式支付甲方培训费。

a) 乙方应在 2007 年 x 月 x 日即学员到达新西兰两周前向甲方支付培训总费用的 90%。

b) 培训总费用的其余 10%，乙方应在培训结束一周前支付甲方。

4.3 乙方应在 2007 年 x 月 x 日即学员到达新西兰两周前向甲方电汇支付住房费。为避免疑问，乙方同意，如学员人数少于 24 人，乙方应按协议支付含税在内 \$\$\$\$\$\$ 新元（\$\$\$\$\$ 新元）住房费。

4.4 乙方以美元方式支付甲方 4.1 条中的全部费用，可将应付费用电汇至甲方指定银行，汇率按付款当日的外汇牌价。甲方指定的银行账户为：

账户名：
账 号：
世界银行金融电信协会代码：
银行名：
银行地址：

4.5 协议签署后，如乙方非因不可抗力取消本协议，乙方将负责支付迄今为止所发生的一切费用。

4.6 本协议下所付费用不得有扣减和索赔。

5. 协议期限

5.1 如非根据 7.1 条原因中止协议，本协议自签署日起生效，在协议期限内有效。

6. 旅行和签证费用

6.1 乙方负责确保学员于 2007 年 x 月 x 日抵达奥克兰，于 2007 年 x 月 x 日离开奥克兰。

6.2 乙方负责支付学员奥克兰 – 中国的往返国际机票，以及中国段的旅费和新西兰境内周末的旅费。

6.3 乙方负责所有签证申请费。

7. 争议的解决

7.1 甲乙双方因执行本协议所发生的一切争议，双方当事人应通过友好方式协商解决。

8. 违约责任

8.1 在履行本协议中，各方同意，如一方导致死亡、个人伤害或财产损失；或因渎职造成行为过错或疏忽等法律责任引起第三方索赔时，确保另一方不受第三方追究。

8.2 如属双方共同疏忽造成损失，由双方分别承担各自应付的责任。

9. 完整协议

9.1 本协议构成双方之间完整的协议和理解，并取代先前与该项目有关的一切协议或协定。

10. 不可抗力

10.1 甲乙双方均不可因战争或因自然灾害等既不可预防也不可以预见，且双方无法按常理控制的不可抗力或事件而发生的费用和（或）取消协议承担责任。

11. 适用法律

11.1 本协议自双方签署协议日开始生效。双方各持有中文和英文版本的协议书。两种协议版本具有同等法律效力。上述两种文字如有不符，以英文版本为准。关于协议的一切争议应提交新西兰法庭仲裁。

协议的签署

xxxxxxx 代表签字:

有权签字人的签名

证人签名

证人姓名

证人职务

证人地址

xxxxxxxxxx 签字:

有权签字人的签名

证人签名

证人姓名

证人职务

证人地址