补充协议

甲方：中国河南商丘市第一高级中学（以下简称甲方）

乙方：澳大利亚 Macquarie Grammar 高中（以下简称乙方）

上述双方于 2024 年 9 月 1 日签订了《商丘市第一高级中学与澳大利亚 Macquarie Grammar 高中合作教育项目协议书》（以下称原协议），现经过双方友好协商达成一致，签订以下补充协议（以下简称“本协议”），本补充协议是原协议不可分割的组成部分，与原协议具备同等法律效力。本补充协议约定与原协议不一致的，以本补充协议为准；本补充协议未作修改的，原协议其余条款继续有效。本补充协议制作中文、英文两种文本，两种文本内容保持一致；如发生理解分歧，以中文文本为准。

一、课程设置条款修订

1、原主协议 3.9.1 条删除，修订为：

3.9.1 开齐、开足河南省教育厅规定的全部普通高中必修课程以及体育、音乐、美术课程。

2、原主协议 3.9.2 删除，修订为：

3.9.1 高中三年引进乙方开设的澳大利亚新南威尔士州 NESA 体系 HSP 高中预备课程、HSC 系列的部分高中课程；引进的澳方课程、境外教材，按照中外合作办学管理规定完成内容审核、意识形态研判，履行向审批机关备案程序。

二、甲方权利义务修订

1、原主协议 4.1.11 删除，修订为：

4.1.11 本项目执行成本补偿原则，甲方项目学费收入按规定上缴财政专户管理。

三、乙方权利义务修订

1、原主协议 4.2.7 删除，修订为：

4.2.7 对于赴澳大利亚麦考瑞高中本校完成全部学业、考核合格的留澳就读学生，乙方按照澳大利亚新南威尔士州法律及 NESA 规则颁发澳大利亚 HSC 高中毕业证书。如果学生仅在甲方商丘市第一高级

中学境内就读本项目，乙方不颁发澳大利亚高中文凭；境内就读学生仅由甲方颁发商丘市第一高级中学普通高中毕业证书。

2、原主协议 4.2.8 删除，修订为：

4.2.8 乙方仅有权收取基于成本补偿原则产生的合理办学运营成本费用，不通过本项目获取办学利润。

四、项目管理修订

原第 5 条项目管理删除，修订为：

1、甲乙双方共同组建本项目联合管理委员会（以下简称“管委会”）作为项目的决策与管理机构。管委会由 5 人（或 7 人）组成，甲方占管委会总席位的 3 人或 4 人（超过二分之一）。管委会设主任 1 人，副主任 1 人，项目主任由甲方委派，项目副主任由乙方委派。管委员会委员每届任期 5 年，任期届满可连选连任。

2、联合管理委员会行使下列职权：

（1）制修定项目管理规章制度；

（2）制定项目发展规划，批准项目年度工作计划；

（3）核准项目相关的学科标准，进行年度项目评估和总结；

（4）审定中澳合作办学项目人才培养方案

（5）制定教师选派计划，监控项目运行和教学质量管理；

（6）聘任、解聘项目主要行政负责人；

（7）改选或者补选本管委会组成人员；

（8）项目的变更、延期或终止向本协议合作双方提出建议；

（9）审批中澳合作办学项目经费的预算与决算；

3、联合管理委员会的议事规则

管委会每年至少召开一次全体会议，会议由主任召集并主持；主任因故不能出席时，由副主任主持会议。经三分之一以上委员提议，可召开管委会临时会议或通过视频、电话等形式举行会议。委员因故不能出席会议的，可书面委托授权代理人参加会议并行使表决权。会议决议须经出席会议委员三分之二以上多数通过方为有效。

五、项目终止与清算条款修订

1、原协议第 8.1.1 删除，修定为：

8.1.1 甲乙双方如拟申请终止本项目，须双方协商一致，正式向河南省教育厅提交终止申请，经审批机关批准或者同意后方可终止。项

目终止时，甲乙双方应当优先保障已在校在读学生的学籍、教学、毕业等合法权益。

六、其他（新增）

涉及办学方案、财务等重大变更，甲乙双方签署书面补充协议，重大事项应当报送教育主管部门备案。本协议一式两份，以中、英文两种语言签署，英文本内容与中文文本内容保持一致。两种文字的文本具有同等效力，如上述条款的中英文文本间存在歧义，以中文文本为准。

附件：

《商丘市第一高级中学与澳大利亚麦考瑞高中高中合作举办中澳高中教育项目培养方案》

（以下无正文，为签署页）

甲方：商丘市第一高级中学

法定代表人：（签字）

公章：

2025 年 3 月 25 日

乙方：澳大利亚 Macquarie Grammar 高中

法定代表人：（签字）

公章：

2025 年 3 月 26 日

SUPPLEMENTARY AGREEMENT

Party A: Shangqiu No. 1 Senior High School, Henan Province, China (hereinafter referred to as "Party A")

Party B: Macquarie Grammar School, Australia (hereinafter referred to as "Party B")

The above Parties entered into the Agreement on the Cooperative Education Program between Shangqiu No. 1 Senior High School and Macquarie Grammar School, Australia on 1 September 2024 (hereinafter referred to as the "Original Agreement"). Following friendly consultation and mutual agreement, the Parties hereby enter into this Supplementary Agreement (hereinafter referred to as this "Agreement"). This Supplementary Agreement forms an integral part of the Original Agreement and has the same legal effect as the Original Agreement. In the event of any inconsistency between this Supplementary Agreement and the Original Agreement, this Supplementary Agreement shall prevail. All provisions of the Original Agreement that are not amended by this Supplementary Agreement shall remain in full force and effect. This Supplementary Agreement is prepared in both Chinese and English, and the two versions shall be consistent in content. In the event of any difference in interpretation, the Chinese version shall prevail.

I. Amendment to Curriculum Provisions

1. Clause 3.9.1 of the Original Agreement is deleted and replaced with the following:

3.9.1 All compulsory general senior high school courses prescribed by the Henan Provincial Department of Education, together with Physical Education, Music and Fine Arts, shall be fully offered with the required instructional hours.

2. Clause 3.9.2 of the Original Agreement is deleted and replaced with the following:

3.9.1 During the three years of senior high school, the Program shall introduce the High School Preparation (HSP) courses under the New South Wales Education Standards Authority (NESA) system offered by Party B, as well as selected senior secondary courses from the Higher School Certificate (HSC) series. The Australian courses and overseas teaching materials introduced into the Program shall undergo content review and ideological assessment in accordance with the regulations governing Sino-foreign cooperative education, and the required filing procedures shall be completed with the competent approval authority.

II. Amendment to the Rights and Obligations of Party A

1. Clause 4.1.11 of the Original Agreement is deleted and replaced with the following:

4.1.11 The Program shall operate on the principle of cost recovery. Tuition income collected by Party A under the Program shall, in accordance with applicable regulations, be remitted to and managed through the designated fiscal account.

III. Amendment to the Rights and Obligations of Party B

1. Clause 4.2.7 of the Original Agreement is deleted and replaced with the following:

4.2.7 For students who travel to Australia, complete all required studies at Macquarie Grammar School, and satisfy the applicable assessment requirements, Party B shall issue the Australian Higher School Certificate (HSC) in accordance with the laws of New South Wales, Australia and the rules of NESA. If a student studies only within China under this Program at Party A, Shangqiu No. 1 Senior High School, Party B shall not issue an Australian senior secondary school qualification. Such students studying within China shall receive only the ordinary senior high school graduation certificate issued by Party A, Shangqiu No. 1 Senior High School.

2. Clause 4.2.8 of the Original Agreement is deleted and replaced with the following:

4.2.8 Party B shall only be entitled to charge reasonable education and operating costs arising under the principle of cost recovery and shall not derive profit from the operation of this Program.

IV. Amendment to Project Management

Article 5, Project Management, of the Original Agreement is deleted and replaced with the following:

1. Party A and Party B shall jointly establish a Joint Management Committee for the Program (hereinafter referred to as the "Committee") as the decision-making and management body of the Program. The Committee shall consist of five (or seven) members. Party A shall hold three or four seats respectively, representing more than one-half of the total seats. The Committee shall have one Chair and one Vice Chair. The Project Director shall be appointed by Party A, and the Deputy Project Director shall be appointed by Party B. Members of the Committee shall serve a term of five years and may be re-elected upon expiry of their terms.

2. The Joint Management Committee shall exercise the following powers and functions:

(1) formulate and amend the rules and regulations for Program management;

(2) formulate the Program development plan and approve the annual work plan;

(3) approve academic standards relevant to the Program and conduct annual Program evaluation and review;

(4) review and approve the talent development plan for the Sino-Australian cooperative education Program;

(5) formulate plans for the selection and assignment of teachers and supervise Program operation and teaching quality management;

(6) appoint and dismiss the principal administrative officers of the Program;

(7) re-elect or elect replacement members of the Committee;

(8) make recommendations to both Parties regarding any modification, extension or termination of the Program;

(9) examine and approve the budget and final accounts of the Sino-Australian cooperative education Program.

3. Rules of Procedure of the Joint Management Committee

The Committee shall convene at least one plenary meeting each year. Meetings shall be convened and chaired by the Chair; where the Chair is unable to attend for any reason, the Vice Chair shall preside over the meeting. Upon the proposal of more than one-third of

the Committee members, an interim meeting may be convened, including by video conference, telephone or other means. A member who is unable to attend a meeting may appoint an authorized representative in writing to attend and exercise voting rights on the member's behalf. A resolution of the meeting shall be valid only if approved by a majority of at least two-thirds of the members present at the meeting.

Amendment to the Provisions on Project Termination and Liquidation

Clause 8.1.1 of the Original Agreement is deleted and replaced with the following:

8.1.1 If Party A and Party B intend to apply for termination of the Program, the Parties must first reach mutual agreement and formally submit an application for termination to the Henan Provincial Department of Education. The Program may be terminated only after approval or consent has been granted by the competent approval authority. Upon termination of the Program, Party A and Party B shall give priority to safeguarding the lawful rights and interests of enrolled students with respect to student status, teaching, graduation and related matters.

VI. Other Provisions (New)

In the event of any material change involving the program operation plan, finances or other major matters, Party A and Party B shall enter into a written supplementary agreement, and such major matters shall be filed with the competent education authority as required. This Agreement is executed in two originals in both Chinese and English. The English version shall be consistent in content with the Chinese version. The two language versions shall have equal legal effect; however, if there is any ambiguity between the Chinese and English versions of the above provisions, the Chinese version shall prevail.

Annex:

Training Plan for the Sino-Australian Senior High School Education Program Jointly Operated by Shangqiu No. 1 Senior High School and Macquarie Grammar School, Australia

(No further text below; signature page follows.)

Party A: Shangqiu No. 1 Senior High School	Party B: Macquarie Grammar School, Australia
Legal Representative: (Signature)	Legal Representative: (Signature)
26 March 2025	26 March 2025