商丘市第一高级中学与澳大利亚 Macquarie Grammar 高中

合作举办中澳高中教育项目执行协议

甲方：商丘市第一高级中学（以下简称甲方）

地址：中国 河南省商丘市归德南路 399 号

乙方：澳大利亚 Macquarie Grammar 高中（以下简称乙方）

地址：225 Clarence Street ,Sydney ,NSW 2000

鉴于：甲乙双方已签署《商丘市第一高级中学与澳大利亚 Macquarie Grammar 高中合作中澳高中教育项目协议书》及补充协议框架下，为明确项目执行中的具体事宜，经平等协商，就项目具体执行及财务相关事宜订立本执行协议。

一、合作宗旨和培养目标

根据《国家中长期教育改革和发展规划纲要》“加强教育国际交流与合作，提高我国教育国际化水平，提升我国教育的国际地位”要求，助推甲方在中等教育领域内的国际多样化，为社会培养具备优秀外语能力的国际化创新人才。

二、合作模式和合作内容

在甲方国际部开设经中国教育主管部门正式审批的中韩高中教

育项目

1、教育层次：高级中等学历教育；

2、招生对象：初中应届毕业生；

3、招生人数：每届 200 人；

4、学　　制：三年；

5、收费标准：3.4 万元/年（学费标准以甲方当地发改委、教育局、财政局批复的国际班收费文件为准）；

6、课程设置：执行甲乙双方共同审定的人才培养方案；

7、教学目标：

甲方教学目标：学生通过高中学业水平测试，高考方向以高考升学率为考核目标。

乙方教学目标：学生达到国外大学入学要求。

8、毕业去向：

学生根据个人意愿，可以选择凭良好的英语及国内高中课程成绩申请澳大利亚高校或根据本人意愿参加中国高考国内大学，实现多样化升学选择。

三、甲乙双方的责任与义务

1、甲方的责任与义务

（1）负责完成中澳高中教育项目在中国教育主管部门所需的立项及审批等工作。

（2）负责为合作项目提供必要的教学、生活设施及后勤保障：

包括提供合格的教学场所、中外教办公室、图书馆（阅览室）以及中外教教学所需要的办公网络等。

（3）负责本项目所需的中方课程教学工作，并选派班主任管理学生；每年开学的一个月内将所有注册入读学生资料的详细情况汇总表提交给乙方，详细信息：学生姓名、学号、所在年级班级、出勤率、科目成绩、所缴学费等。

(4)负责项目学生的学习、生活等日常管理工作。

(5)负责项目的宣传、招生工作。

(6)尽量为外教提供基本的娱乐活动设施(如对外教免费开放学校健身房等体育/健身场所)。

(7)按照政府相关规定，协助乙方对外教进行必要的管理；并负责为其适时办理在中国合法居留所需的各项手续。

(8)负责审核乙方引入的国外课程及教材教辅，并对乙方所聘在校工作人员进行审核及管理。

2、乙方的责任与义务

（1）协助甲方完成合作项目中国教育主管部门所需的立项及审批等前期工作并提供项目审批所需的外方资料。

(2)负责中澳合作项目的澳方教育教学和管理，包括培养方案制定、课程的设置、日常教学以及教学质量与教学进度的监督和管理；并定期向甲方汇报本项目澳方教学进度及学生成绩。

(3)负责协助甲方完成本项目所需外籍教师的选聘等工作。并承担外教在华工作期间的薪酬、国际机票、奖金与福利、医疗保险以及

外教在华工作期间所需办理各种合法居留手续的费用(以甲方出具的有关的有效票据为准)等。

(4)负责协助甲方对项目所聘中、外教师进行管理；乙方选派的外籍教师应遵守中国政府的法律、法规，不干涉中国的内部事务，不从事与教师身份不符的宗教活动或不利于甲方的任何活动，并且服从甲方的管理安排。

(5)负责本项目开设的外方课程教学及教学资源的引进与购买，包括：教材、教辅材料等。

(6)招生期间与甲方共同做好宣传咨询工作。

(7)负责学生的学业规划及升学规划课程及出国分流工作。

(8)统一组织本项目学生参加 HSC 考试、雅思或托福考试及证书领取。

(9)负责为本项目学生提供国外大学申请、签证办理事宜，为本项目学生提供留学督导课程及出国前的各项必要指导，以及学生所需的境外后续服务；同时负责为本项目之外有留学意向的甲方学生提供上述服务。由此产生的费用由乙方收取。

(10)保证整个留学通道的安全可靠，保证所提供选择的澳大利亚院校是经中华人民共和国教育部认证的国外院校（以教育部教育涉外监管信息网 http://www.jsj.edu.cn 公布的信息为准）。

(11)负责为甲方的赴澳访问及甲方师生赴澳友好交流（冬夏令营）提供帮助；负责澳方学校师生来甲方的交流和访问。

(12)乙方在双方学费收入结算日之前，向甲方出具有效财务票

据，甲方收到后办理转账。

四、财务管理与审计监督

1、财务管理体制

中澳项目财务纳入甲方学校财务部门统一管理，在财务账户内设立项目专项，统一办理收支业务，实行单独核算、明细账管理，确保资金专款专用，不得挪作他用。

2、收费管理

收费标准：依据《商丘市发展和改革委员会关于商丘市第一高级中学中外合作办学学费标准的批复》标准执行。学费按学年收取，不得跨学年预收。

公示要求：收费项目、标准、依据须在学校网站公示，学校招生简章中如实公布，自觉接受学生、家长和社会监督。

退费规定：学生因故退学的，根据学生实际学习时间按月计退剩余学费。

3、澳方成本补偿

项目收取费用主要用于教育教学活动，澳方师资薪酬、课程资源及教材课件引进、办学管理费用等支出纳入专项核算，双方按以下标准进行生均成本补偿。

（1）结算原则与时间：学生入学前必须缴纳学费并凭缴费收据注册入班。以每年九月份为学年起始年，每年十月底之前为双方学费

收入结算日。甲方收取学费后按照以下生均成本标准按规定时间划入乙方指定账户

（2）澳方年度生均成本补偿：详见本执行协议附件《商丘市第一高级中学与澳大利亚Macquarie Grammar高中合作中澳高中教育项目澳方成本费用补偿》

4、审计与监督

每年外方委托具有法定资质的第三方财务审计机构依法审计，审计结果报教育主管部门备案。中澳项目财务收支主动接受教育及物价主管部门监督检查，财务及审计报告留存归档。

五、协议修改、有效期和终止

1、本协议之内容，在甲乙双方取得共识的情况下，可随时进行修改。如需修订协议内容或终止该协议，应提前1个月以书面的形式通知对方，经双方共同协商并认可后予以修订或终止。

2、在双方尚未完成已注册本项目学生的全部授课内容之前发生终止协议的情况时，双方同意按协议规定条款继续执行此协议，直至完成已注册本项目学生的全部教学工作。

3、本协议截止时间和甲方与乙方合作签订的合作项目截止时间一致，自双方签字之日起生效，双方各持两份。

六、违约责任

如双方中的任何一方违约，不能按照本协议要求严格执行，协议可以随时终止；且违约方赔偿守约方因此造成的一切经济损失，并承

担相应的违约责任。

七、不可抗力因素

在发生不可抗力的情况下，双方可以部分或全部豁免本协议的义务；但因学费支付迟延而须承担的责任不得因不可抗力免除。

八、争议解决

本协议中未尽事宜及合作中出现问题，经友好协商另行签订附件协议书，与本协议具有同等效力。当协商不能达成满意时，由双方共同任命的独立机构对争议部分进行裁决，若裁决双方无法达成共识，可诉至河南省商丘市中级人民法院解决。

附件：商丘一高中韩项目澳方成本费用补偿表

甲方：商丘市第一高级中学

代表：（盖章）

2024 年 8 月 26 日

乙方：澳大利亚 Macquarie Grammar 高中

代表：（盖章）

2024 年 8 月 26 日

附件：

商丘市第一高级中学中澳高中教育项目
澳方成本费用补偿表

项目名称：商丘市第一高级中学与澳大利亚 Macquarie Grammar 高中合作举办中澳高中教育项目

编制单位：商丘市第一高级中学

适用年度：_____年度

一、学费收入

项目	金额（元）	说明
学费标准（元/生/年）		以发改部门批复为准
实际在校生数（人）		
年度学费收入合计		学费标准×在校生数

二、外方办学成本

据实结算：凭合同、发票等有效票据经审核后拨付

序号	成本项目	金额（元）	占比（%）	核算依据
1	外籍教师基本薪酬			劳动合同工资×实际聘用月数
2	外教绩效及课时津贴			按协议及实际课时发放
3	外教年度奖金及福利			合同约定奖金、节日福利等
4	外教国际往返机票			年度往返机票票据
5	外教在华住房费用			租房合同及发票

6	外教生活补贴			合同约定补贴标准
7	外教医疗保险			在华医疗保险缴费凭证
8	外教签证及居留许可			签证费、体检费、居留许可票据
9	外教培训及继续教育			岗前培训、教学研讨等
10	课程资源及教材引进			版权、课件、软件，知识产权使用费
11	韩方课程教辅材料			练习册、考试资料、音像制品等
12	TOPIK 考试组织费用			考场、监考、成绩单等实际支出
13	升学指导与留学服务			大学申请、文书指导、签证办理等
14	外方管理人员开支			韩方管理人员来华办公、差旅等
15	中韩师生交流活动			冬夏令营、交换生项目等
16	外方其他合规费用			其他经确认的合理支出

填表人（签字）：_____

财务负责人（签字）：_____

分管校领导（签字）：_____

单位盖章：_____

日期：_____

Shangqiu No. 1 Senior High School and Macquarie Grammar High School, Australia

Implementation Agreement for the Joint China-Australia High School Education Program

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

Address: No. 399 Guide South Road, Shangqiu, Henan Province, China

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

Address: 225 Clarence Street, Sydney, NSW 2000, Australia

Whereas Party A and Party B have entered into the Agreement on the China-Australia High School Education Program Jointly Operated by Shangqiu No. 1 Senior High School and Macquarie Grammar High School, Australia, together with a supplementary agreement, the Parties, in order to clarify the specific matters relating to implementation of the Program and following consultation on an equal basis, hereby enter into this Implementation Agreement with respect to the specific implementation and financial matters of the Program.

I. Purpose of Cooperation and Training Objectives

In accordance with the requirements of the Outline of the National Medium- and Long-Term Program for Education Reform and Development to "strengthen international educational exchange and cooperation, raise the level of internationalization of education in China, and enhance the international standing of Chinese education," the Parties shall promote international diversification in Party A's secondary education and cultivate internationally oriented, innovative talent with strong foreign-language proficiency.

II. Cooperation Model and Scope of Cooperation

A China-Australia High School Education Program formally approved by the competent Chinese education authorities shall be offered within Party A's International Department.

1. Level of Education: Senior high school education leading to an academic qualification;

2. Admission Eligibility: Students graduating from junior high school in the current year;

3. Enrollment Quota: 200 students per cohort;

4. Duration of Study: Three years;

5. Tuition Standard: RMB 34,000 per year (the applicable tuition standard shall be subject to the approved fee document for the international program issued by the local Development and Reform Commission, Education Bureau, and Finance Bureau where Party A is located);

6. Curriculum: The talent-development plan jointly reviewed and approved by Party A and Party B shall be implemented;

7. Teaching Objectives:

Party A's teaching objective: Students shall pass the senior high school academic proficiency examinations. For students following the Gaokao pathway, the college admission rate shall serve as the assessment target.

Party B's teaching objective: Students shall meet the admission requirements of overseas universities.

8. Graduation Pathways:

Based on their individual preferences, students may apply to Australian universities using satisfactory English-language proficiency and their Chinese senior high school academic results, or may choose to sit the Chinese National College Entrance Examination (Gaokao) and apply to universities in China, thereby providing diversified pathways to further education.

III. Responsibilities and Obligations of the Parties

1. Responsibilities and Obligations of Party A

(1) Party A shall be responsible for completing the project establishment, approval, and other procedures required by the competent Chinese education authorities for the China-Australia High School Education Program.

(2) Party A shall provide the necessary teaching and living facilities and logistical support for the cooperative Program, including qualified teaching premises, offices for Chinese and foreign teachers, a library (reading room), and office network facilities required for teaching by Chinese and foreign teachers.

(3) Party A shall be responsible for teaching the Chinese curriculum required for the Program and shall appoint homeroom teachers to manage students. Within one month after the beginning of each academic year, Party A shall submit to Party B a detailed summary of all registered students, including student name, student number, grade and class, attendance rate, subject grades, tuition paid, and other relevant information.

(4) Party A shall be responsible for the day-to-day management of Program students in relation to their studies, daily life, and other matters.

(5) Party A shall be responsible for publicity and student recruitment for the Program.

(6) Party A shall, where practicable, provide foreign teachers with basic recreational facilities, such as free access to the school gymnasium and other sports/fitness facilities.

(7) In accordance with relevant government regulations, Party A shall assist Party B in the necessary management of foreign teachers and shall be responsible for timely processing the formalities required for their lawful residence in China.

(8) Party A shall review the foreign curricula, textbooks, and supplementary teaching materials introduced by Party B, and shall review and manage the personnel employed by Party B to work on campus.

2. Responsibilities and Obligations of Party B

(1) Party B shall assist Party A in completing the preliminary work required by the competent Chinese education authorities for project establishment and approval of the cooperative Program, and shall provide the foreign-party

materials required for project approval.

(2) Party B shall be responsible for the Australian-side education, teaching, and management of the China-Australia cooperative Program, including formulation of the talent-development plan, curriculum design, day-to-day teaching, and supervision and management of teaching quality and progress. Party B shall regularly report to Party A on the progress of the Australian-side teaching and on student performance.

(3) Party B shall assist Party A in recruiting and selecting the foreign teachers required for the Program. Party B shall bear the salaries, international airfares, bonuses and benefits, medical insurance, and costs of processing the various lawful residence formalities required for foreign teachers during their employment in China (subject to valid supporting documents issued by Party A), among other expenses.

(4) Party B shall assist Party A in managing the Chinese and foreign teachers engaged for the Program. Foreign teachers appointed by Party B shall comply with the laws and regulations of the Chinese government, shall not interfere in China's internal affairs, shall not engage in religious activities inconsistent with their status as teachers or in any activity detrimental to Party A, and shall comply with Party A's management arrangements.

(5) Party B shall be responsible for teaching the foreign curriculum offered under the Program and for introducing and purchasing teaching resources, including textbooks and supplementary teaching materials.

(6) During the student recruitment period, Party B shall work jointly with Party A on publicity and consultation activities.

(7) Party B shall be responsible for students' academic planning, further-education planning courses, and overseas study pathway placement.

(8) Party B shall centrally organize Program students to take the HSC examination, IELTS or TOEFL examinations, and to collect the relevant certificates.

(9) Party B shall provide Program students with overseas university application and visa services, overseas-study supervision courses, all necessary

pre-departure guidance, and the overseas follow-up services required by students. Party B shall also provide the foregoing services to Party A students outside the Program who intend to study abroad. Any fees arising from such services shall be collected by Party B.

(10) Party B shall ensure that the entire overseas-study pathway is safe and reliable and that the Australian institutions offered as options are overseas institutions recognized by the Ministry of Education of the People's Republic of China (subject to the information published on the Ministry of Education's Education Foreign Regulatory Information Network at http://www.jsj.edu.cn).

(11) Party B shall assist with visits to Australia by Party A and with friendly exchanges in Australia involving Party A's teachers and students (winter and summer camps), and shall be responsible for exchanges and visits to Party A by teachers and students from the Australian school.

(12) Before the date on which the Parties settle tuition revenue, Party B shall issue valid financial documentation to Party A, and Party A shall arrange the transfer after receiving such documentation.

IV. Financial Management and Audit Supervision

1. Financial Management System

The finances of the China-Australia Program shall be incorporated into the unified management of Party A's school finance department. A dedicated Program account item shall be established within the financial accounts for unified receipt and payment processing, with separate accounting and detailed ledger management, so as to ensure that Program funds are used exclusively for their designated purposes and are not diverted for any other use.

2. Fee Management

Tuition Standard: The tuition standard shall be implemented in accordance with the Approval of the Shangqiu Municipal Development and Reform Commission on the Tuition Standard for Sino-Foreign Cooperative Education at Shangqiu No. 1 Senior High School. Tuition shall be charged by academic year and shall not be collected in advance across academic years.

Disclosure Requirements: The fee items, standards, and legal or policy

basis shall be published on the school website and truthfully stated in the school admissions brochure, and shall be subject to supervision by students, parents, and the public.

Refunds: If a student withdraws for any reason, the remaining tuition shall be refunded on a monthly pro-rata basis according to the student's actual period of study.

3. Cost Compensation to the Australian Party

Fees collected by the Program shall be used primarily for education and teaching activities. Expenditures including remuneration of Australian-side teaching staff, introduction of curriculum resources, textbooks and courseware, and Program management expenses shall be included in the dedicated Program accounting. The Parties shall provide per-student cost compensation in accordance with the following standards.

(1) Settlement Principles and Timing: Students must pay tuition before enrollment and shall be registered in a class upon presentation of a tuition payment receipt. September of each year shall mark the start of the academic year, and the tuition revenue settlement date between the Parties shall fall before the end of October each year. After collecting tuition, Party A shall transfer the relevant amount to Party B's designated account within the prescribed period in accordance with the following per-student cost standards.

(2) Annual Per-Student Cost Compensation to the Australian Party: See the attachment to this Implementation Agreement, "Australian-Party Cost Compensation for the China-Australia High School Education Program Jointly Operated by Shangqiu No. 1 Senior High School and Macquarie Grammar High School, Australia."

4. Audit and Supervision

Each year, the foreign party shall engage a legally qualified independent third-party financial audit institution to conduct an audit in accordance with law, and the audit results shall be filed with the competent education authority. The financial receipts and expenditures of the China-Australia Program shall be subject to supervision and inspection by the competent education and pricing

authorities, and the financial and audit reports shall be retained on file.

V. Amendment, Term, and Termination of the Agreement

1. The contents of this Agreement may be amended at any time with the mutual consent of Party A and Party B. If either Party proposes to amend or terminate this Agreement, it shall notify the other Party in writing at least one month in advance, and the amendment or termination shall take effect following consultation and mutual approval by both Parties.

2. If this Agreement is terminated before the Parties have completed all teaching obligations for students already registered in the Program, the Parties agree that this Agreement shall continue to be performed in accordance with its terms until all teaching for the registered Program students has been completed.

3. The expiration date of this Agreement shall be the same as the expiration date of the cooperative Program agreement entered into between Party A and Party B. This Agreement shall take effect on the date of signature by both Parties, and each Party shall retain two originals.

VI. Liability for Breach

If either Party breaches this Agreement and fails to perform strictly in accordance with its requirements, this Agreement may be terminated at any time. The breaching Party shall compensate the non-breaching Party for all economic losses caused thereby and shall bear the corresponding liability for breach.

VII. Force Majeure

In the event of force majeure, the Parties may be partially or wholly exempted from their obligations under this Agreement; provided, however, that liability arising from delayed payment of tuition shall not be excused by force majeure.

VIII. Dispute Resolution

Any matters not covered by this Agreement and any issues arising in the course of cooperation shall, following friendly consultation, be addressed in a separately executed supplemental agreement, which shall have the same legal

effect as this Agreement. If consultation fails to produce a satisfactory resolution, an independent institution jointly appointed by the Parties shall adjudicate the disputed matter. If the Parties are unable to reach consensus on such adjudication, either Party may bring proceedings before the Intermediate People's Court of Shangqiu City, Henan Province.

Attachment: Australian-Party Cost Compensation Schedule for the China-Australia Program of Shangqiu No. 1 Senior High School

Party A: Shangqiu No. 1 Senior High School

Representative: _____ (Seal)

26 August 2024

Party B: Macquarie Grammar High School, Australia

Representative: _____ (Seal)

26 August 2024