

国际人才培养合作协议

SUPPLEMENTARY AGREEMENT RENEWAL ON “A COLLABORATIVE UNDERGRADUATE TRANSFER PROGRAM”

BETWEEN:

THE NANJING UNIVERSITY OF FINANCE AND ECONOMICS, China
On behalf of its School of Food Science and Engineering,
(“NUFE”)

and

THE UNIVERSITY OF MANITOBA, Canada
On behalf of its Faculty of Agricultural and Food Sciences
(“UM”)

WHEREAS:

- A. This Agreement details the continuation of the area of cooperation relating to the Student Transfer Program as described in the Memorandum of Understanding signed between UM and NUFE on the 16th day of October, 2001;
- B. The parties believe that the educational process at their respective institutions would be enriched and the learning experience of NUFE students in Manitoba would improve their competitiveness in the job market through the continuation of this Agreement;
- C. The parties previously entered into a Student Transfer Program Agreement for the period of August 2004 to August 2009 for the purpose of enabling undergraduate students at NUFE to obtain a Bachelor of Science degree from the Faculty of Agricultural and Food Sciences (the “Faculty”) at the UM upon completion of the Program as the term is defined in Article 2.0 below.
- D. The parties now wish to continue their relationship upon the terms and conditions contained below.

NOW THEREFORE in consideration of the following terms and conditions, the parties hereby agree as follows:

1.0 **Commencement and Duration**

This Agreement shall commence the 20th day of November, 2009. The terms and conditions of this Agreement renewal will remain in effect for six (6) years from that date, subject to annual review and modification by written agreement of both parties. The Agreement may be terminated prior to that date by either party giving twelve (12) months written notice to the other party or where an earlier termination date is mutually agreed upon. In the event of termination, the parties shall honor all commitments to students then participating in the Program.

2.0 **Purpose and Scope**

The purpose of this Agreement is to continue a collaborative undergraduate program in Agriculture and Food Sciences with which the undergraduate students at NUFE may choose to obtain a 4 Year Bachelor’s Degree in one of the departments in the Faculty of Agricultural and Food Sciences at the UM following the successful completion of up to two (2) years of study at NUFE, as well as subsequent completion of UM relevant degree program requirements (two years minimum) at the UM (the “Program”).

The number of NUFE students participating in the Program will be determined on an annual basis through discussion between the contact persons named in Article 10.0, but will generally be twenty (20) students or less per Program per year.

3.0 **Eligibility of Students for Participation in the UM Portion of the Program**

NUFE will select students who will become eligible to participate in the UM portion of the Program upon meeting the following criteria:

- 3.1 The student must have successfully completed all of the first and second year courses at NUFE for which UM shall grant the required transfer credit hours, as determined by the Faculty in accordance with Section 6.1 below.
- 3.2 The student must have been registered as a full-time undergraduate student in Food Science and Engineering at NUFE.
- 3.3 The student must submit an academic record showing that the student is in good academic standing at NUFE (minimum grade point average of 2.5 on a 4 point scale, or 70%, or equivalent as established by UM equivalency tables which may be modified/updated from time to time).
- 3.4 The student must have a good understanding of the English language. That is, students must meet the then current UM minimum English language proficiency requirements (e.g. 213 computer-based TOEFL, 80 web-based test, or equivalent as established by UM equivalency tables which may be modified/updated from time to time) for admission to UM B.Sc. degree program, as outlined by the UM from time to time. Alternatively, students with a score of 75% or better on the CET-4 (College English Test, Band 4) Qualification will be admitted to the UM B.Sc. program, however they will be required to successfully complete AEPUCE Level 5 through the English Language Centre prior to starting their academic program at the UM.
- 3.5 The student must prove the ability to support themselves financially for the duration of their time at UM.
- 3.6 The student must be enrolled as a full-time undergraduate student at the UM, either in the English Language program (under Article 5) or in undergraduate degree credit study.

4.0 **Student Admission Application and Selection Process**

Students selected at NUFE to participate in the Program will adhere to the following admission and application process when transferring to the UM:

- 4.1 All students must satisfy UM admission requirements.
- 4.2 All students shall be interviewed by a faculty member of UM or a nominated representative of the Faculty.
- 4.3 To obtain transfer to year three of the Program at UM, NUFE students shall submit completed application forms to the NUFE contact person who in turn will send the applications to the UM contact person as identified in Article 10.0 below, six (6) months prior to the start of classes at UM.
- 4.4 A current NUFE transcript shall accompany each student's application.
- 4.5 UM shall issue an acceptance letter for visa purposes if all of the conditions in Article 3.0 above have been met.

5.0 **English Language Instruction**

- 5.1 English language instruction to improve NUFE students' language ability is available through UM English Language Centre ("ELC"). Students who do not meet the UM minimum English language proficiency requirements, but who meet the ELC admission

requirement, may enroll in AEPUCE courses at the ELC prior to starting their academic programs. Students who do not successfully complete AEPUCE will be required to repeat the course prior to admission to the Faculty.

- 5.2 The NUFE contact person shall receive ELC applications from the students and shall forward these directly to ELC at least three (3) months in advance of the start of classes.
- 5.3 Fees for the ELC program shall be in addition to student tuition fees and shall be paid directly to ELC in accordance with subsection 7.1.2 below.

6.0 **Academic Program and Student Status**

- 6.1 Courses accepted for transfer credits to the UM will be reviewed and approved through the Faculty whenever required.
- 6.2 Students who have completed the first two (2) years at NUFE will be given sixty (60) hours of transfer credits by UM.
- 6.3 UM shall ensure that NUFE students have access to academic advising, laboratories, libraries, computers and other facilities available to regular full-time students at UM.
- 6.4 UM shall award a formal degree to NUFE students, upon successful completion of the Program requirements.
- 6.5 NUFE students may request a transcript indicating credits earned at UM. The then current processing fee for issuing transcripts will apply.

7.0 **Institutional Student Fees**

- 7.1 Institutional fees:
 - 7.1.1 Tuition fees: NUFE students at UM shall pay normal tuition fees, based on their registered course load, plus the normal required differential fee for foreign students at the then current rate.
 - 7.1.2 Language course fees: Courses taken to improve NUFE students' English language ability require a separate fee payable directly to ELC.
 - 7.1.3 Other fees: NUFE students shall be responsible for other compulsory UM student fees (e.g. application, endowment, student organization and health insurance).
 - 7.1.4 Health insurance: NUFE students at UM must purchase the University of Manitoba International Health Plan. This is payable upon registration for courses at UM at the then current cost per student. In addition, students shall be required to purchase the University of Manitoba Students' Union Health & Dental Plan unless they choose to opt out of this plan and can prove they have equal coverage through a different plan. These are considered minimum health insurance requirements and students will be advised to review their insurance needs and obtain any other additional insurance they feel is appropriate.
- 7.2 Means of payment:
 - 7.2.1 NUFE students shall submit payment for all institutional fees directly to UM in accordance with the fee payment requirements and schedule stated in UM Course Calendar and Registration Guide and the Registrar's Office website, as updated and otherwise amended from time to time by UM.
 - 7.2.2 The UM contact person shall communicate the annual fees required for this program to the NUFE contact person to facilitate this process. (See attached 'Schedule A' fee structure for the 2009/2010 academic year as reference.)
 - 7.2.3 Students are subject to normal penalties for non-payment of fees in accordance with regulations governing regular UM students.
- 7.3 Additional expenses: NUFE students shall be responsible for all costs relating to accommodation, cost of living and extra student fees (e.g. transcript fees, club memberships, specialized sports facility fees, the costs for books, course materials and excursion fees).

7.4 Refund policy: In the event that a NUFE student withdraws from the Program following arrival at UM but prior to completion of the Program, UM shall refund fees paid directly to UM to the student according to the standard UM refund policy in effect at the time.

8.0 Student Rights and Responsibilities

- 8.1 While enrolled at UM, NUFE students shall have the same privileges provided to regular full-time students of UM. NUFE students shall also be subject to the rules, regulations and discipline of UM.
- 8.2 NUFE students shall be responsible for all arrangements and costs relating to travel to and from UM.
- 8.3 NUFE students shall be responsible for conforming to Canadian immigration requirements and obtaining the necessary and appropriate visas for their time while at UM.
- 8.4 NUFE students shall be responsible for all costs of living while at UM.

9.0 Student Assistance

- 9.1 UM shall advise NUFE students of resources, as available, to assist in the location of accommodation.
- 9.2 NUFE students shall have access to orientation and other support services normally provided for international students studying at UM.
- 9.3 UM shall provide ongoing advice and support for NUFE students through the contact person, as required.
- 9.4 Notwithstanding its involvement by way of assistance, UM shall not be liable, legally or financially, to NUFE students or host families, for any loss, action, cost or expenses arising from accommodation arrangements.
- 9.5 UM shall not be responsible for any consequences should the student fail to get a visa for any reason.

10.0 Contact Persons

Each institution will designate an individual who will serve as the contact person for this Agreement. The contact person will be responsible for coordinating the specific requests of the Program, preparing and distributing reports on the progress of the Program, and advising and assisting students. Both parties agree to evaluate the Program two (2) months prior to the completion of the Program and submit any proposed amendments to each other.

The contact persons for this Agreement are:

For UM:		For NUFE:	
Name:	Dr. Merv Pritchard	Name:	Guofeng Yang
Title:	Associate Dean (Academic)	Title:	Associate Dean
Address:	Faculty of Agricultural & Food Sciences 261 Agriculture Building University of Manitoba Winnipeg, MB R3T 2N2 Canada	Address:	School of Food Science and Engineering, 128 Tielubeijie, Nanjing University of Finance and Economics, Nanjing, P.R. China
Telephone:	1-204-474-9395	Telephone:	011-86-25-8349-5837
Facsimile:	1-204-4747525	Facsimile:	011-86-25-3418207
E-mail:	pritcha@cc.umanitoba.ca	E-mail:	gfyang129@njue.edu.cn
Web site:	http://www.umanitoba.ca	Web site:	www.njue.edu.cn

Notification of any change in contact persons may be made by letter without amendment to this Agreement.

Signed on behalf of:

The University of Manitoba

The Nanjing University of Finance and Economics

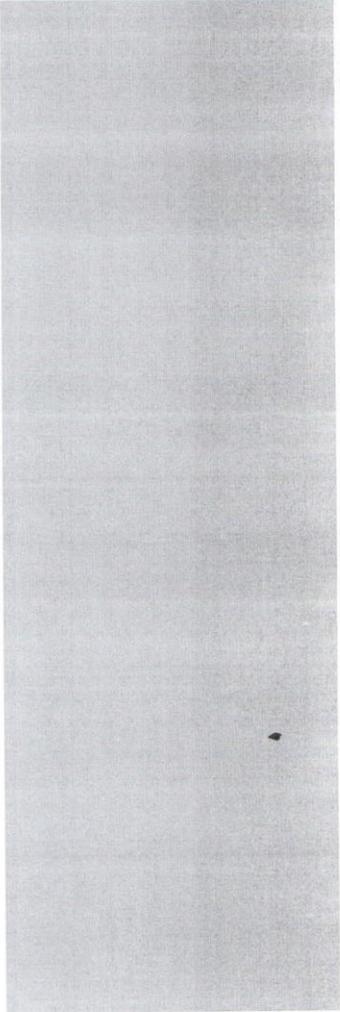
Deborah McCallum
Vice-President (Administration)

Xu Congcai
President

Witness Deborah
Date

Witness Xu Congcai
Date

McCallum



Schedule 'A'

Fee Structure for 2009/10¹

	Rate	Total
International Tuition Fee ²	\$428.21 /ch	\$12,846.30
Student Organization Fee ²	\$0.60/ch + \$118.58 (flat fee)	\$136.58
Faculty Endowment Fee ²	\$3.67/ch	\$110.10
Lab Fees ³	\$30/course	\$240.00
International Health Insurance ⁴		\$444.00
UMSU Health Insurance		\$238.75
Registration fee		\$35.00
Library Fee		\$35.00
Student Services Fee		\$30.00
Technology Fee ⁵	\$5.00/ch	\$150.00
Totals		\$14,265.73

Notes:

¹ Does not include the one-time application fee of \$100 for International Students.

² This is an estimate only based on 30 credit hours over two terms for the Faculty of Agriculture.

³ Lab Fees as approved by the University Of Manitoba Board Of Governors are charged only for courses with lab requirements. In Agriculture it is assumed 8 courses have a lab component.

⁴ Single health insurance coverage only. For family coverage the 2009-10 fee is \$1380.00

⁵ Technology Fee is assessed at a rate of \$5.00 per credit hour.

A student taking co-op will be assessed a fee of \$305.66/co-op term.

The above fees are based on the University Board of Governor's approved fee schedule for 2009-2010. All fees listed above are subject to change. Please refer to the UM website for updated information.

For students who are required to complete Academic English Program (AEPUCE), a separate application fee and program fee will be paid directly to the English Language Centre. Details are available on the ELC web site: <http://umanitoba.ca/student/elc/index>.

Schedule 'A'

Fee Structure for 2009/10¹

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THIS AGREEMENT is made on the 12 day of April 2017 BETWEEN

(1) THE UNIVERSITY OF CHESTER of Parkgate Road, Chester CH1 4BJ ('Chester')
and

(2) NANJING UNIVERSITY OF FINANCE AND ECONOMICS of No.3 Wenyuan Road,
Xianlin College Town, Nanjing 210023, People's Republic of China ('NUFE')

WHEREAS:

- (A) The Principles and Regulations (as hereinafter defined) confer on Chester the power to enter into collaborative arrangements with other institutions and organisations.
- (B) The parties have agreed to cooperate for the purpose of:
- promoting academic and international links between the parties;
 - encouraging and promoting student visits on a semester and/or annual schedule;
- (C) The purpose of this agreement is to ensure that arrangements for collaboration are set out clearly and operate efficiently and effectively, to ensure that responsibilities of the parties and students are clearly specified and to define the means by which the partners will ensure the maintenance of academic standards of provision offered to students under this agreement.

IT IS HEREBY AGREED as follows:

1 Definitions

1.1 Subject to the terms and conditions hereof, in this Agreement (unless the context otherwise requires):

academic year	means	the period running from 1 August to the following 31 July
Principles and Regulations	means	the Principles and Regulations for the time being in force which, inter alia, prescribe the Chester's quality assurance and enhancement processes and which incorporate any documents referred to therein
credits including	means	credits of certificated learning including (without limitation)

1.2 In this Agreement:

- (a) references to clauses and appendices are (unless otherwise stated) references to clauses and appendices of this Agreement;
- (b) where the context requires, words importing the singular include the plural and vice versa;
- (c) no provision shall be deemed to constitute or imply any partnership or fiduciary relationship between the parties;

- (d) nothing confers benefits on third parties for the purposes of the English Contracts (Rights of Third Parties) Act 1999.

2 Subject Matter

- 2.1 This Agreement confers the approval by each of the parties of the other as an institution with which it is willing during the duration of this Agreement to enter into the arrangements for the student visits subject to the terms and conditions of this Agreement.

3 Commencement and Duration of this Agreement

- 3.1 This Agreement shall be of no effect until it is signed by or on behalf of both parties.
- 3.2 This Agreement shall be deemed to have come into effect on 10th March 2017 and shall continue in force until 31st July 2020, subject to earlier termination in accordance with the provisions of clause 4.
- 3.3 At the expiry of the period specified in clause 3.2, the parties will jointly review its operation with a view to renewal if both parties so agree. To that end, each party will provide for the other an annual report on the operation of this Agreement with specific reference to the progress, welfare and other interests of all students participating in the arrangements implemented by this Agreement.

4 Termination of Agreement

- 4.1 This agreement may be terminated by either party giving to the other not less than nine calendar months' notice in writing expiring on 31 July in any calendar year.
- 4.2 This Agreement may be terminated by either party if the other party is in material breach of any provision of this Agreement and if in the reasonable judgement of the party wishing to terminate, the breach either cannot be remedied or can be remedied but the other party has failed to remedy it within 28 days of written notice from the party wishing to terminate specifying the breach and the action required to remedy it.
- 4.3 Any termination of this Agreement will not affect any right of either party against the other in respect of any prior breach of this Agreement.
- 4.4 Unless otherwise agreed by both parties or as required by law or by court order, no public announcement or statement about termination of this Agreement will be made by either party until the date of such termination.
- 4.5 The parties agree that the provisions of this Agreement shall continue to subsist for so long as may be necessary to ensure that students of NUFE accepted and enrolled as such on a programme of study at NUFE, part of which includes study at Chester, shall be permitted to undertake such study at Chester, whether or not such students have at the time of termination of this Agreement been accepted and enrolled by Chester (but subject always to the final decision of Chester whether to enrol such students under clause 5.3 of this Agreement). Neither party shall enrol any students on such a programme after the date of the giving of notice of termination except those in respect of whom a legally binding contract for a place on the programme then exists without the agreement in writing of the other party.

5 Enrolment of Students and Award of Credits

- 5.1 Chester agrees to accept and enrol students of NUFE who meet all necessary requirements agreed by both parties, as students of Chester for a period of a maximum of six months commencing on, and ending on, dates to be agreed from time to time by the parties (the 'Visiting Period') subject to the terms and conditions of this Agreement and of all applicable rules and regulations of Chester, including the Principles and Regulations and the terms of Chester's student enrolment conditions for the time being in force.
- 5.2 All students enrolled by Chester under this Agreement will remain enrolled as full-time

students at NUFE and will be enrolled as students of Chester only for the duration of the Visiting Period.

- 5.3 The final decision as to whether a student shall be accepted and enrolled by Chester under this Agreement shall be Chester's.
- 5.4 Students will be expected to maintain a full-time equivalent workload whilst at Chester.
- 5.5 The credits to be awarded to students for study undertaken whilst at Chester shall be recognised by NUFE.
- 5.6 The study undertaken by students whilst at Chester shall entitle them to the academic credits determined by Chester in accordance with the Principles and Regulations but shall not entitle such students to a full Bachelor's degree of Chester.

6 Rights and Duties of Chester in respect of Students

- 6.1 Chester agrees that it will ensure, in respect of each NUFE student accepted and enrolled with Chester:
 - 6.1.1 provision of all appropriate orientation and induction programmes, curriculum learning and teaching, academic and other staffing, learning resources, facilities, materials and equipment, welfare and other support as may be necessary to enable the student to study effectively;
 - 6.1.2 NUFE students accepted and enrolled as students at Chester will study a selection of modules determined by Chester from the following Chester Programme:
 - **BACHELOR OF SCIENCE (HONOURS) FOOD SCIENCE AND INNOVATION** ('the Programme')
 - 6.1.3 provision of the same academic resources and support services as are available to all students of Chester on the Programme;
 - 6.1.4 that reasonable endeavours are made to provide accommodation to NUFE's students in Chester's facilities, or, if not available, to endeavour to find equivalent residential accommodation;
 - 6.1.5 charge NUFE's students only those fees corresponding to the number of modules taken by NUFE's students at the rate and further details of which are specified in Annex 1;
 - 6.1.6 maintenance of discipline of NUFE's students whilst they are present at Chester and in accordance with Chester's rules and regulations;
 - 6.1.7 maintenance of an effective and efficient procedure for the resolution of complaints by NUFE's students and that Chester will use its best endeavours to ensure that any such complaints are resolved fairly, reasonably and promptly;
 - 6.1.8 observance by itself, its employees, agents, students, visitors and contractors of all safety precautions and other action necessary for the health, safety, protection and welfare of students from NUFE whilst on the premises of Chester or premises which are otherwise under its control, including all action required to be taken under any Act of Parliament including any regulations or bye-law of any local or other authority;
 - 6.1.9 the immediate reporting to NUFE of any accidents to students of NUFE which require to be reported under any Act of Parliament including any regulations or bye-law of any local or other authority;

- 6.1.10 that marks in respect of the student's coursework, examinations and all other forms of assessment are notified to NUFE annually following the holding of assessment boards at the conclusion of an academic year.
- 6.2 Chester shall implement, operate and maintain academic quality and standards procedures in respect of the educational provision delivered to students of NUFE in accordance with the Principles and Regulations.
- 6.3 Chester may, either directly or through NUFE, give students from NUFE enrolled and/or proposed to be enrolled on the Programme at Chester under this Agreement instructions regarding any of the matters specified in clause 7.1 below.
- 6.4 Chester may advance or delay the start date and end date of the Visiting Period if it is necessary to form a viable cohort of students to ensure a satisfactory experience for students on the Programme or any part thereof.

7 Rights and Duties of NUFE in respect of Students

- 7.1 NUFE agrees that it will, in respect of its own students enrolled and proposed to be enrolled on the Programme at Chester:
- 7.1.1 propose only those students for study at Chester with evidence of sufficient credits of certificated learning, language and other skills and ability to benefit from the visit. On request from Chester NUFE will provide full details of a student's academic profile, and a letter of recommendation, if required;
- 7.1.2 ensure that the students remain enrolled as students of NUFE whilst studying at Chester;
- 7.1.3 ensure that each student is informed that whilst studying at Chester, the student must comply with the rules, regulations, procedures, guidelines, local statutes, laws and visa requirements of the United Kingdom and of Chester;
- 7.1.4 ensure that no such student embarks on travel to enter the United Kingdom until Chester has confirmed to the student that his or her visa immigration status is acceptable to Chester for that purpose;
- 7.1.5 ensure that each student is informed that s/he will be responsible for the cost and expense of
- travel to and from Chester;
 - travel documentation, visas and similar immigration or custom documentation;
 - books and stationery and like materials;
 - student association and general services charges;
 - health and medical insurance;
 - optional fees;
 - room and board and general living expenses;
 - any accompanying partners, children or other dependents, for whom Chester accepts no financial or other obligation or responsibility;
- 7.1.6 ensure that each student has the ability to meet his or her financial and other responsibilities as contained in this Agreement, including during any periods of vacation;
- 7.1.7 ensure that each student has obtained appropriate health and medical insurance sufficient to cover any medical contingencies whilst in the United Kingdom, and has received vaccinations and inoculations equal to those required by domestic staff and students. Evidence of such must be supplied to Chester upon request;

- 7.1.8 co-operate with and support any action which Chester considers reasonably necessary in respect of any breach of discipline or misconduct by a student of NUFE, including assistance with the prompt return to NUFE of such a student;
- 7.1.9 take all reasonable action to ensure that such students comply with any instructions given by Chester under clause 6.3.

8 Further Assurance and Cooperation

- 8.1 Each party will appoint a member of staff to coordinate the visiting student arrangements. The coordinator will have responsibility for the administration of the visiting student arrangements, provision of guidance to participants, and the monitoring of the effectiveness of arrangements.
- 8.2 The parties shall cooperate to expedite all the formalities required for immigration purposes.
- 8.3 The parties shall, in a timely and constructive manner, co-operate with each other, respond to each other's concerns and do all other acts and things in such a way as may be necessary to implement this Agreement effectively, and to promote a positive and enriching experience for participants.
- 8.4 Without limiting the extent of clause 8.3 above, the parties will co-operate, where appropriate, to establish language proficiency standards to be achieved by students before enrolment as students of Chester.
- 8.5 The parties will co-operate to take such action and to maintain and provide such records relating to the operation of this Agreement as may be necessary to enable each party and/or its agents or contractors and/or those auditing its processes to obtain assurance that an appropriate standard of educational quality and efficiency has been attained and is being maintained and provided and/or to enable the parties to comply with any obligation they may have to supply information or data to a third party.
- 8.6 Each party acknowledges that the arrangements given effect to by this Agreement could in some circumstances adversely affect the other's reputation and accordingly agrees that it will:
 - 8.6.1 not do anything which harms the reputation of the other or which is calculated or is reasonably likely to harm the reputation of the other or bring it into disrepute;
 - 8.6.2 not assign or purport to assign any of its rights under this Agreement nor sub-contract any of its rights or obligations thereunder to any third party;
 - 8.6.3 inform the other promptly of any concerns which it may have about the other's performance of its obligations under this Agreement.
- 8.7 Any NUFE student who successfully completes this short term visiting student programme will be eligible for the Chester International Merit Scholarship of a £1,000 discount on tuition fees in respect of for any future postgraduate full time study at Chester, subject to the terms and conditions of such Merit Scholarships.

9 Diversity and Equality

- 9.1 In performing their obligations under this Agreement, the parties shall:
 - 9.1.1 have due regard to the need to promote equality of opportunity and good relations between persons of different racial groups, between men and women and between those who are disabled and those who are not;

9.1.2 not unlawfully discriminate against any person, or subject any person to harassment or victimisation, on any of the following grounds:

- race, colour, nationality, ethnic or national origin
- religion or belief
- gender, gender expression or identity
- disability
- sexual orientation, civil partnership/marital or parental status
- age

9.1.3 cooperate to ensure that appropriate action is taken in respect of any breach or alleged breach of the foregoing provisions, including but not limited to:

- provision of any information requested in the timescales allotted
- requiring their staff to attend any meetings and/or to appear as witnesses in any ensuing proceedings;
- promptly allowing access to and investigation of any relevant documents or data;
- cooperating fully and promptly in every way required by the person or body conducting such investigation during the course of that investigation.

10 Languages of Instruction and Assessment

10.1 The language of instruction and assessment for students participating in the visiting student arrangement will be English.

11 Promotional Arrangements

11.1 The parties shall agree the form and content of external advertising and publicity relating to their cooperation and this Agreement (including any web-based advertising and publicity), before publishing the same.

12 Amendment or Variation

12.1 The terms of this Agreement may only be varied by agreement in writing signed on behalf of each of the parties by a person authorised to act at institutional level.

13 Waiver

13.1 Failure or delay by either of the Parties to enforce its rights under this or any Associated Agreement shall not constitute a waiver of those rights.

14 Entire Agreement

14.1 This Agreement supersedes any previous agreement between the parties in relation to the matters dealt with in this Agreement and represents the entire understanding and agreement between the parties in relation to such matters.

15 Limited Invalidity

15.1 If any provision in this Agreement shall be or become void or unenforceable the remainder of this Agreement shall remain in full force and neither party shall be discharged from its remaining obligations.

16 Applicable Law and Jurisdiction

16.1 The parties shall endeavour to carry out their obligations under this Agreement in a manner that conforms to any relevant requirements of English Law.

17 Resolution of Disputes

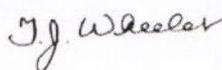
17.1 The parties will use their best endeavours to resolve any dispute, difference or question arising out of this Agreement by negotiation.

17.2 In the event that the parties are unable to resolve a dispute between them, then any dispute arising out of or in connection with this Agreement, including any question regarding the existence, validity or termination thereof shall be referred to and finally resolved by arbitration and the provisions of the Arbitration Act 1996 shall apply to such arbitration.

17.3 The arbitration will be conducted by a sole arbitrator, jointly agreed by the parties, who shall determine the place of arbitration and the law to be applied to the dispute. In the event of the parties being unable to agree the identity of the arbitrator within 14 days of the service of the Notice of Arbitration, either of the parties may request the Chairman of the Chartered Institute of Arbitrators to make the appointment.

AS WITNESS the hands of the duly authorised signatories for and on behalf of the Parties

SIGNED by TIMOTHY J WHEELER, Vice-
Chancellor and Principal for and on behalf of
CHESTER:)
)
)



SIGNED by Prof. SONG Xuefeng, President
on behalf of NUFE)
)

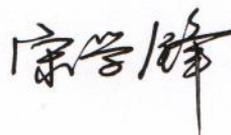




图 1 2014 年 11 月，南京财经大学陈章龙书记率团到加拿大曼尼托巴大学进行交流，与部分学生及曼大领导和教师合影



图 2 2017 年 6 月，南京财经大学副校长华仁海率团到加拿大曼尼托巴大学交流访问，与部分 2+2 学生、曼尼托巴大学农业与食品学院院长及部分教师合影



图 3 2016、2017 年南京财经大学食品科学与工程学院学生在 Chester University 的 Food Innovation Center 进行交流



图3 2018年4月8-11日，浙江工商大学食品与生物工程学院院长陈建设在英国利兹大学看望“3+1+1”联合培养项目留学的学生



AGREEMENT OF COLLABORATION

THIS AGREEMENT is dated January 2018

BETWEEN:

- 1) **THE UNIVERSITY OF LEEDS** (acting through its School of Food Science and Nutrition) of Leeds LS2 9JT, United Kingdom ("**UL**"); and
- 2) **ZHEJIANG GONGSHANG UNIVERSITY** of Hangzhou City, Zhejiang Province, P. R. China ("**ZJSU**")

WHEREAS

- (A) Both Universities wish to enter into an arrangement whereby certain fee-paying students from ZJSU may enrol onto UL's Study Abroad Programme in UL's School of Food Science and Nutrition.
- (B) Following successful completion of UL's Study Abroad Programme, students will receive a Bachelor Degree Certificate in Food Science from ZJSU and eligible students may enter the postgraduate programme in the UL's School of Food Science and Nutrition. Upon successful completion of the MSc Food Science programme, students will be awarded a Master Degree Certificate by UL.
- (C) UL shall have no role in the delivery of ZJSU's Programmes. ZJSU shall have no role in the delivery of UL's Programmes.
- (D) The parties wish to record their agreement to the terms and conditions as set out in this agreement.

DEFINITIONS

“Entry Programme” means the enrolment by UL of ZJSU’s Students onto one of UL’s Study Abroad Programmes;

“Student(s)” means a student on one of ZJSU’s Programmes.

“Postgraduate Programme” means the enrolment by UL of ZJSU’s Students onto the MSc Food Science programme

“UL’s Minimum Entry Qualification” means Students need to have:

- a) Completed three years of study on one of ZJSU’s Programmes and maintained an overall average GPA of at least 80% during those three years; and
- b) obtained proof of proficiency in English language to meet the required standards as outlined online at https://www.leeds.ac.uk/info/130117/exchange_and_study_abroad/119/language_requirements; and
 - (i) the relevant test above must have been taken within the relevant validation period; AND in accordance with United Kingdom (UK) immigration regulations that are applicable to student migrants, remain valid at time of issuance of Confirmation of Acceptance for Studies (CAS).

The Leeds minimum English language requirements are subject to UK government immigration requirements for entry into the UK and may therefore be subject to change.

UL’s Minimum Entry Qualification may be changed by UL. Notice of any change will be given by UL’s representative to ZJSU’s representative.

“UL’s Programme(s)” means UL’s Study Abroad Programme in the School of Food Science and Nutrition.];

“UL’s Representative” means Professor Alan Mackie or such other person as shall be appointed by UL from time to time;

“ZJSU’s Programmes” means ZJSU’s Food Science Bachelor Programmes;

“ZJSU’s Representative” means Professor Jianzhong Han;

1. ENTRY PROGRAMME

- 1.1 A student shall be entitled to a place on the Entry Programme where they have achieved UL’s Minimum Entry Qualification, subject to an annual limit on Student numbers for each UL Programme to be specified by UL.

2. ASSESSMENT

- 2.1 For the avoidance of doubt, ZJSU remains free to assess ZJSU Students in accordance with its normal criteria and practices. UL remains free to assess all Students on UL’s Programmes in accordance with its normal criteria and practices.

3. FINANCIAL ARRANGEMENTS

- 3.1 UL agrees to accept up to 15 eligible students from ZJSU on its Study Abroad Programme. The number of students that may be accepted each year shall be agreed in writing between UL and ZJSU representatives.
- 3.2 A partner discount of 25% each year will be offered to all Students enrolling on UL’s Entry Programme. The Entry Programme will be charged at the Single Subject International Mobility rate of fee minus the partner discount. For example, for 2018 entry, the Entry Programme tuition fee will be £16,500
- 3.3 The tuition fee will be provided by UL and communicated to ZJSU representative and is subject to change. The fee will be agreed in advance of promoting the opportunity to students.
- 3.4 UL’s School of Food Science and Nutrition will offer a special bursary of £2,000 to all Students who have successfully completed the entry programme and progress onto the postgraduate programme at UL. This sum will be paid by way of reduction of tuition fees due, when they fall due.

- 3.5 Each student will be personally responsible for payment of their own costs and their own fees.

4. POSTGRADUATE PROGRAMME

- 4.1 Students who successfully complete the Entry Programme will be eligible to enter the postgraduate programme in the UL's School of Food Science and Nutrition subject to meeting the relevant minimum entry requirements, the continuation of the postgraduate programme and the availability of places. The postgraduate programme will be solely offered and managed by UL.

5. PUBLICITY AND POWERS

- 5.1 ZJSU shall promote the Entry Programme to its Students and individuals interested in applying for a place on ZJSU's Programmes.
- 5.2 Both parties will agree the content of publicity material relating to the Entry Programme. Neither party may use the other's logo or name without the other's written consent.
- 5.3 Except for communication of Students' rights, neither party has power to make any representation or commitment on behalf of the other without the other's written consent.
- 5.4 Neither party shall have the authority to bind the other. Neither party shall constitute the agent or legal partner of the other.

6. OPERATIONAL CO-OPERATION

- 6.1 The UL Representative and ZJSU Representative shall be in regular communication to resolve any issues relating to UL Entry Programme.
- 6.2 ZJSU and UL will appoint programme managers to oversee the administration of the Entry Programme and act as the primary points of contact for any matters relating to its delivery. UL's Representative and ZJSU's Representative shall be in regular communication to resolve any issues relating to the Entry Programme.

- 6.3 Applications to the UL Programmes will be made using the normal UL admissions procedure. Students wishing to enter the Entry Programme at UL will need to apply for a place by 30th April of the year in which they will start the programme. For the avoidance of doubt Students will not become registered students of UL until they register and take up their place on a UL Programme in accordance with UL's normal procedures. Students' registration with UL shall finish at the end of their studies on a UL Programme.
- 6.4 Study Abroad students will be registered as students at UL and will be entitled to all the privileges and subject to the same rules and regulations as other UL students. Study Abroad students will remain enrolled as regular degree candidates at ZJSU and will not be enrolled as candidates for bachelor degrees at UL. Credits toward the students' bachelor degrees are to be awarded by ZJSU. Students are expected to maintain the equivalent of a full-time course load at UL.
- 6.5 Students entering the Entry Programme at UL will study an agreed set of modules as set out in Appendix A. This set of modules shall be reviewed on an annual basis and amended as required with the joint agreement of representatives from UL and ZJSU.
- 6.6 Registration and enrolment on modules remain subject to capacity being available.

7. TERMINATION

- 7.1 This Agreement shall commence on 1st February 2018 and subject to the other terms of this clause continue for a period of five years. This will mean that the last cohort of Students commencing the Entry Programme will start in September 2018 unless the agreement is subsequently renewed.
- 7.2 Either party may terminate this Agreement if the other shall be in material breach and following written notice of such breach shall not have remedied the breach within a period of 30 days.
- 7.3 A party may upon 6 months written notice to the other decline to allow any further Students to commence the Entry Programme. For the avoidance of doubt any

Students that have already accepted an offer to commence the Entry Programme in accordance with agreed procedures will continue to be taught out under the Entry Programme.

- 7.4 A party may immediately upon notice terminate this Agreement if the other shall become bankrupt, go into liquidation, be wound up, become insolvent or generally be unable to pay its debts as they fall due.

8. GENERAL

- 8.1 Both parties agree to ensure that none of its personnel or other representatives involved in this Agreement shall commit any corrupt practices and in particular they shall not personally receive any money, gift or other benefit in kind relating to this Agreement. If at any time a party becomes aware of or is suspicious of any bribery activity taking place where relating to this Agreement it shall immediately inform the other's authorised representative. Both parties agree to have in place effective anti-bribery prevention procedures. Both parties agree to cooperate with any anti-bribery compliance programme.
- 8.2 This Agreement represents the entire understanding between the parties and supersedes all other arrangements.
- 8.3 This Agreement may only be varied with the written consent of UL's Representative and ZJSU's Representative.
- 8.4 If either party shall temporarily not enforce any provision of this Agreement then unless a variation in accordance with 8.3 above such temporary forbearance shall not constitute a waiver.
- 8.5 This Agreement does not create any third party rights and no third party may rely upon any provision of this Agreement.
- 8.6 Where consent or notice is required under this Agreement it may only be given and received by either UL's Representative or ZJSU's Representative respectively.
- 8.7 Neither party may assign, transfer or sub-contract its commitments under this Agreement.

- 8.8 Both parties warrant the arrangements under this Agreement do not require the consent of or registration with any government agency such as their respective Government ministries covering higher education.
- 8.9 Each party warrants that this Agreement complies with its own national laws. If there is a change in a party's own law requiring further consents or procedures that party shall immediately notify the other as soon as it becomes aware of the issue. If the respective local law no longer permits this Agreement then the Agreement shall terminate.
- 8.10 Each party remains free to award its degrees in accordance with its normal academic practices. Neither party is involved in the teaching or assessment of each other's academic programmes (ZJSU Programmes and UL Programmes respectively). Each party remains responsible for the delivery of its own programme and academic award. There is no joint liability for the Entry Programme.
- 8.11 This Agreement shall be governed by English law and the non-exclusive jurisdiction of the English courts. If there is a dispute between the parties that cannot be amicably resolved then either party may refer the dispute to the International Chamber of Commerce for resolution by an independent arbitrator appointed by that body.

Signed for and on behalf of
THE UNIVERSITY OF LEEDS by;

.....
Mr Roger Gair
University Secretary

Date:

Signed for and on behalf of
ZHEJIANG GONGSHANG UNIVERSITY by;

.....
Prof. CHEN Shoucan
President

Date:



浙江工商大学
ZHEJIANG GONGSHANG UNIVERSITY

日本国香川大学農学部及び大学院農学研究科と中華人民共和国
浙江工商大学食品及び生物工程学院及び大学院研究科との
学術交流協定に関する実施細則

日本国香川大学と中華人民共和国浙江工商大学との学術交流協定(両大学間で締結された「学術交流協定書」及び「学生の交流に関する実施細則」)に基づき、日本国香川大学農学部及び大学院農学研究科と中華人民共和国浙江工商大学食品及び生物工程学院及び大学院研究科(以下「両大学」という。)は、教職員及び研究者の交流、学部学生及び大学院学生の交流に関しては、次により実施することとする。

第1条 教職員及び研究者

両大学は、それぞれ相手機関学部及び大学院の教職員及び研究者を、講義その他の教育活動を行わせ、共同若しくは個別の研究に参加させ、又はそれらの実施に関する意見の交換を行わせるために受け入れることができる。

第2条 学生

両大学は、香川大学と浙江工商大学との学術交流協定書に基づく学生の交流に関する実施細則に基づき、それぞれ1年に3名を超えない学部学生又は大学院生を交流できるものとする。ただし、3名を超える場合は、改めて両大学で協議の上、交流できるものとする。

第3条 細則の改正及び解消

本細則は、相互の合意により随時改正することができる。本細則は、締結の日から5年間有効とし、両者の一方の側から期限の6か月前に細則廃止の書面による申し出がない限り、以降同期間ずつ更新されるものとする。

この細則は 年 月 日から発効する。

香川大学農学部長

浙江工商大学
食品及び生物工程学院長

早川 茂

鄧少平

早川 茂

鄧少平

2012年 5月 2日

2012年 5月 10日

香川大学大学院農学研究科長

浙江工商大学大学院研究科長

早川 茂

赵英军

早川 茂

赵英军

2012年 5月 2日

2012年 5月 11日



浙江工商大学
ZHEJIANG GONGSHANG UNIVERSITY



中华人民共和国浙江工商大学食品与生物工程学院、研究生处与 日本香川大学农学部、研究生院农学研究科学术交流相关实施细则

中华人民共和国浙江工商大学与日本香川大学学术交流协议根据两校签订的《学术交流协议书》以及《学生交流相关实施细则》，中华人民共和国浙江工商大学食品与生物工程学院、研究生处与日本香川大学农学部、研究生院农学研究科（以下简称“两校”）关于教职员工、研究学者的交流以及院、系学生及研究生的交流按以下规定实施。

第1条 教职员工及研究学者

允许两校各个相关教学部、研究生院教职员工以及研究学者进行讲座等教学活动，为了能够参与到双方合作或者某一方的科学研究中，涉及关于这些活动实施的意见交换，均可以被采纳。

第2条 学生

两校根据浙江工商大学与香川大学学术交流协议书学生交流的相关实施细则，一年各自可交流3名以内本科学士或研究生。超过3名则在两校重新协商协议的基础上进行交流。

第3条 细则的修改与解除

本细则可在双方同意的基础上随时修改。本细则自签订之日起有效期五年，双方任意一方如未在截止日期前六个月提交书面终止细则，则按同时间顺延更新。

本细则自 年 月 日起生效。

浙江工商大学
食品与生物工程学院院长


邓 少 平

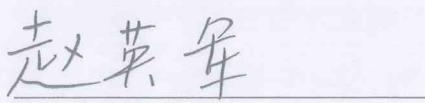
2012 年 5 月 10 日

香川大学农学部部长


早 川 茂

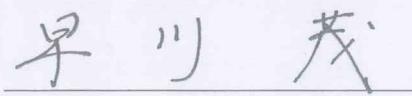
2012 年 5 月 2 日

浙江工商大学研究生处处长


赵 英 军

2012 年 5 月 11 日

香川大学研究生院农学研究科科长


早 川 茂

2012 年 5 月 2 日

2.4 学生国际化交流表

单位	序号	项目名称	国别	交流单位	主要内容	参与人数	起始时间
南京财经大学	1	2+2 联合培养	加拿大	University of Manitoba	本科生联合培养, 授予双学位	62	2005
	2	3+1+1	英国	Chester University	3+1+1 联合培养	1	2017
	3	暑期短期交流	英国	Chester University	暑期短期交流	43	2016
浙江工商大学	1	英国利兹大学 3+1+1 交流项目	英国交流项目	利兹大学	3+1+1 联合培养	6	2016
	2	樱花项目	日本	香川大学	短期交流	9	2011
	3	樱花项目	日本	芝浦工业大学	短期交流	12	2011
	4	梅西大学暑期交流项目	新西兰	梅西大学	短期交流	16	2017
	5	加州大学圣地亚哥分校海外课堂项目	美国	加州大学圣地亚哥分校	短期交流	4	2014
	6	台湾师范大学交流项目	中国台湾	台湾师范大学交流项目	长期交流	8	2013

2.3 全英文/双语教学课程表

序号	课程名称	授课语言	授课老师	国别	开课单位	建设年份
1	Food Chemistry	英语	Charles Shoemaker	美国	南京财经大学	2014-2017
2	Functional Foods	英语/中文	Arnie Hydamaka/方勇	加拿大	南京财经大学	2015-2017
3	食品生物技术	双语	裴斐/丁超	中国	南京财经大学	2015-2017
4	风味化学	英语/中文	卢延斌	中国	浙江工商大学	2013-2017
5	Physical Property of Food	英文	Malcolm Cornelius Bourne	美国	浙江工商大学	2012-2017
6	Food Colloid	英文	Rammile Ettelaie	英国	浙江工商大学	2012-2017
7	生物分离工程(英)	双语	石锦芹/宫兴文	中国	浙江工商大学	2012-2017
8	细胞工程概论(英)	双语	张蕾	中国	浙江工商大学	2012-2017
9	天然产物分离技术进展(英)	英语/中文	杜琪珍	中国	浙江工商大学	2011-2017
10	酶制剂与酶工程(英)	英语/中文	陆海霞/修丽丽	中国	浙江工商大学	2011-2017

2.1 南京财经大学与浙江工商大学教学成果合作交流



图 1 浙江工商大学食品与生物工程学院韩剑众院长、田师一、朱炫副教授等一行来访南京财经大学食品科学与工程学院，就本科人才培养方案、学科建设和教学成果培育经验等进行交流调研。



图 2 南京财经大学食品科学与工程学院胡秋辉院长、刘琴副院长、方勇副教授等一行访问浙江工商大学食品与生物工程学院，就教学成果培育经验等进行交流 调研



图3 2015年7月6日，浙江师范大学党委书记陈德喜一行30余人赴浙江工商大学食品与生物工程学院就学科建设和教学平台取得成果等进行交流调研



图4 2017年5月8日中国海洋大学食品科学与工程学院学院赴浙江工商大学食品与生物工程学院就学科建设、平台规划、教学成果经验进行交流和调研



图 5 2015 年 3 月 19 日浙江大学生物工程实验教学中心副主任王国强等一行 8 人赴浙江工商大学食品与生物工程学院交流参观并就教学科研工作进行了交流