



中国北京吉利学院与哥斯达黎加范德珀斯大学
合作办学项目框架协议书

BEIJING GEELY UNIVERSITY, CHINA

FUNDEPOS UNIVERSITY, COSTA RICA

Agreement on Joint Education Program

签订日期：2017年 月 日

Date : 11/ 15 /2017

第一条 总则

Article 1. General Terms.

中国北京吉利学院学院（甲方）和哥斯达黎加范德珀斯大学（乙方）根据《中华人民共和国中外合作办学条例》及中国的有关法规，经过友好、平等协商，在互惠互利、共同发展的基础上，双方同意开展针对中国学生的合作办学项目。为此，双方一致同意签订本合作协议。

Acting on the principle of sincere cooperation and common development, Beijing GEELY University (party A) and FUNDEPOS University (party B), based on their common interest of pursuing the internationalization of higher education, have agreed to enter the following agreement, hereinafter referred to as the Agreement, for carrying out a joint education program, hereinafter referred to as the Program, on the basis of equality and mutual benefit.

第二条 合作双方

Article 2. Both Parties.

2.1 双方地址及其他信息 Contact Information.

2.1.1 北京吉利学院 (Party A) Beijing GEELY University (Party A).

地址 Address : 中国北京市昌平区马池口镇 Chikou, Changping district, Beijing, China

电话 Tel :

电邮 Email :

签约代表 Legal Representative :

职务 Position :

2.1.2 范德珀斯大学 (Party B) FUNDEPOS University, Costa Rica (Party B)

地址 Address : San Jose, Costa Rica.

电话 Tel : (506) 2290-2916, (506) 2231-5855

电邮 Email : informacion@fundepos.ac.cr

签约代表 Legal representative: Andrés Saborío

职务 Position : Vice rector.

2.2 合作双方性质 The Nature of the Parties.

甲方是经中国教育部批准设立的具有颁发国家承认本科学历资格的全日制本科院校 ;乙方是经哥斯达黎加教育部批准设立的高等院校 , 可颁发合法的本科、硕士学历证书。

Party A is a full-time university approved by the Chinese Ministry of Education with the qualification of issuing nationality recognized Bachelor' s degree certificate. Party B is a legally registered higher educational institution in Costa Rica with the qualification of issuing Bachelor' s and MBA degree certificates.

第三条 合作办学项目

Article 3. Joint Education Program.

3.1 培养专业 Joint Major.

合作前期 , 双方面向中国教育市场 , 培养以下专业领域人才 :

The joint majors in China' s education market at this stage:

3.1.1 工商管理硕士 (MBA) 及高级管理人员工商管理硕士 (EMBA) 学位

MBA and EMBA

3.1.2 足球教练方面的学士及硕士学位

Bachelor and Master degree on football coaching.

3.1.3 足球运动员方面的学士学位

Bachelor degree on football player.

3.2 培养方式 Joint Human Talent Cultivating Method.

3.2.1 培养模式 Joint Human Talent Cultivating Model.

采用 X (中国) +Y (哥斯达黎加) 两国学习的培养模式 , 具体的培养年限 X 和 Y , 依照双方对培养目标、课程设置、教学模式的共同设定而决定。

X(China) + Y(Costa Rica) joint human talent cultivating model.

The length of X and Y is based on the requirements of the academic and/or technical programs and the approval from both parties.

3.2.2 培养层次 Joint human talent cultivating degree.

培养层次可选择独立本科、独立硕士、本硕连读。

Bachelor course, Master course and Bachelor-Master continuous course.

合作办学项目的实施

Article 4. The implementation of the Joint Education Program.

4.1 办学宗旨 The Aim of the program.

遵守中华人民共和国和哥斯达黎加共和国的宪法、法律和相关法规，发挥合作双方的优势，为提升合作双方的国际竞争力，探索多元化国际教育合作模式作有益尝试，努力培养出具有高素质和国际化视野的人才。

Both Parties shall abide by the Constitution, Laws, Regulations and Rules of People' s Republic of China and Costa Rica while seeking cooperation in education, bringing both parties advantages into the joint education program. The **Program** is designed to train students with international competitiveness, to explore diversified education and school system, and to cultivate and graduate highly qualified international talents.

4.2 课程设置 Curriculum Plan.

根据双方一致认同的办学宗旨，由合作双方根据合作办学项目的专业设置，不同阶段的培养目标，共同于招生前制订出该阶段的培养计划和教学大纲。具体教学大纲、授课及教学管理由双方共同制定后，作为本协议的附件。

The teaching plan will be designed by both parties based on the aim of the **Program**, the curriculum plan and the cultivating purpose at different stages. The details of the teaching arrangement and syllabus shall be decided by both parties and attached with this Agreement.

4.3 学生来源、招生规模和学历证书颁发

The Resource, the Scale of Students and the Certification.

4.3.1 足球教练学士阶段、硕士阶段、本硕连读学生，以及足球运动学士阶段学生，可由甲方通过高招计划内录取普通高中毕业生，或面向社会招收应届高考落榜生、往届高中毕业生。

The football courses are targeted to high school graduate students to be admitted by Party A, within the national planned enrollment quote.

4.3.2 工商管理硕士（MBA）、高级管理人员工商管理硕士（EMBA）教育阶段学生，面向社会上具有本科、专科毕业证书，或同等学历，具有工作经历的人士招生。

MBA and EMBA's targeted students are undergraduate and graduate students, or qualified businessmen.

4.3.3 每个学年各培养专业的招生规模，由双方根据该学年度的教育市场情况预先设定。

The number of the students to be admitted will be planned at the beginning of the academic year by both parties according to the current education market.

4.3.4 学生毕业后，对应颁发由甲方、乙方双方共同签发的本科学位证书或硕士学位证书。

Bachelor or Master degrees from both parties shall be issued after students' successful completion of the program.

4.4 学生的培养目标 The Aim of the Human Talent Cultivation Process.

4.4.1 具有国际化理念、国际化视野和国际化实践的商业经营管理人才、足球专业教练和足球专业运动员。

Cultivating talents on business management, football coaching and football player who have or are interested in developing and international view, philosophy and practice.

4.4.2 加大外语（英语、西班牙语）培养力度，争取让接受合作办学教育的学生较为熟练地掌握 1 至 2 门外语。

Cultivating students who can master 1 or 2 foreign languages.

4.4.3 强化境外实践、体验的教育特色，使学生具有专业实践方面的较高素养，以及较强的独立解决问题能力。

Cultivating students who have high accomplishment in international professional practice and sound ability in solving problems independently.

4.5 合作项目的师资 Teaching Resources of the Program.

4.5.1 中国境内的教学，由甲方委派优秀教师担任本项目主要教学工作，乙方委派经验丰富、教学水平高的教师前来承担特色课程的教学工作。

The Chinese teaching part, party A, shall select qualified teachers to undertake the major part of the teaching work, party B shall select, and if the **Program** structure agreed by both parties determines so, send qualified and highly experienced

teachers to undertake its part of the teaching work.

4.5.2 哥斯达黎加境内的教学，由乙方委派全部教学师资。

The Costa Rican teaching part, party B, shall select qualified teachers to undertake the entire teaching work of its counterpart component of the agreed **Program**.

第四条 合作双方的责任和义务

Article 5. Responsibilities and Obligations of the two parties.

5.1 甲方责任 Responsibilities of Party A.

5.1.1 负责办理合作办学项目向中国有关主管部门申请、批准、备案及登记注册等事宜。

Responsible for such affairs as the application to relevant Chinese government authorities for approval and registration of the **Program**.

5.1.2 负责提供项目在中国境内实施期间所需的教室、办公室、专用教室及设备。

Responsible for providing classrooms, offices, special classrooms, teaching equipment and all other necessary facilities.

5.1.3 负责项目在中国境内实施期间的正常教学活动的开展和学生管理，以及中方教职工的选派、培训和工作安排，做好哥方教师的教学协助和质量监督。

Responsible for carrying out teaching activities and student's management, selecting qualified staff and helping the teaching staff sent by Party B, as well as conducting quality supervision of course contents.

5.1.4 负责开展招生工作和毕业生推荐工作。

Responsible for recruitment and recommendation for employment of graduates.

5.1.5 凡与本合作项目有关的招生广告或其他宣传材料，刊登前需征得乙方同意。

All advertisements and promotional materials related to this program shall be approved by Party B before being used.

5.1.6 负责协助赴境外参加教学活动、实践活动的教师和学生办理出境手续，提供乙方所委派教师办理入境签证所需的文件、材料。

Assisting managerial and teaching staff sent by Party B with visa applications for the purpose of delivering teaching with Party A, as well as assisting its teachers or

students with their visa applications for the purpose of attending trainings or further studies with Party A.

5.1.7 项目合作过程中的其他事宜。

Responsible for any other affairs related to the joint education program and pertaining to its counterpart.

5.2 乙方责任 Responsibilities of Party B.

5.2.1 负责与甲方共同办理合作办学项目向中国有关主管部门申请、批准、备案及登记注册等事宜。

Responsible for such Costa Rican affairs as application to the relevant government authorities for approval and registration of the Program.

5.2.2 选派合格教师，提供教材、教学参考用书、资料等，并与甲方共同做好教学过程评估、教学质量审查。确保乙方教师在合作办学项目中，承担主要课目或特色课目的授课。

Sending qualified teachers to deliver the required teaching, providing teaching materials, assisting Party A in teaching and management as well as inspecting and evaluating teaching regularly to guarantee the teaching quality expected for the **Program**. Ensuring teaching the core courses of the relevant part of the **Program** that corresponds to party B.

5.2.3 协调对来华工作的外籍教师的管理，并监控有关的教学工作。

Providing supervision and support to its teachers for the successful completion of their academic responsibilities when they teach at Geely University and to handle the required teaching and relevant activities.

5.2.4 负责提供项目在哥斯达黎加境内实施期间所需的教室、办公室、专用教室及设备。

Responsible for providing classrooms, offices, special classrooms, teaching equipment and all other necessary facilities in Costa Rica.

5.2.5 负责项目在哥斯达黎加境内实施期间的正常教学活动开展和学生管理，做好教师的选派、培训和工作安排，以及做好教学协助和质量监督。

Responsible for carrying out teaching activities and student' s management, selecting qualified teaching staff and the teaching staff as well as conducting quality supervision of **Program** contents in Costa Rica.

5.2.6 负责协助赴境外参加教学活动、实践活动的学生和中方教师办理入境哥斯达黎加的手续，提供入境签证所需的文件、材料。

Assisting managerial, teaching staff and students sent by Party A with visa applications for the purpose of attending teaching activities and trainings or further studies with Party B.

5.2.6 项目合作过程中的其他事宜。

Responsible for any other affairs related to the joint education **Program** and pertaining to its counterpart.

第五条 联合管理委员会

Article 6. Joint Management Committee (JMC).

6.1 为项目的运作和持续性发展，双方同意成立合作办学项目管理委员会，该委员会由 6 名委员组成，甲方委派 1 名管理委员会主任及 2 名委员，乙方委派 3 名委员。

The two Parties agree to set up a Joint Management Committee which consist of six members, of whom three are from Party A, one Director, and three from Party B. For the onset of the Program, the Director will be designed by Party A. Upon consolidation of the Program, the JMC will decide, based on convenience for the continuation of the Program, from which party will the Director be designed.

6.2 管理委员会是合作项目的最高权力机构，决定项目的一切重大事宜。对于下列重大事宜，须经管理委员会 5 个委员表决通过，方可生效：

The JMC is the highest authority of the cooperation Program, determining all major issues for the Program. Five members agreement must be reached by the Committee for the following major issues before any of such decision being put into force.

6.2.1 本合作项目协议书的终止与暂停；

Termination and dissolution of the cooperation program.

6.2.2 合作项目内容、合作方式的变更；

Any amendment to the agreement of the cooperation program;

6.2.3 制定和修改合作项目的重大规章制度；

Formulation and revision of the major rules and regulations governing the cooperation program;

6.3 管理委员会每年召开一次会议，由主任召集并主持，如主任因故不能出席会议，可授权其他委员主持会议。会议记录应归档保存。

The Director shall convene the JMC meetings once each year. If the Director cannot attend the meeting, another member who is appointed by the Director, shall be authorized to chair the meetings and keep a record of the minutes of meeting.

6.4 合作项目可设相应的部门，负责各方面工作。

This Cooperation Program may set up appropriate departments to oversee any specific aspect of the program, based on agreement and recommendation from the JMC.

第六条 财务预算、结算与利益分配

Article 7 Financial budget, settlement and profit distribution

7.1 本项目在甲方财务部门设立专门财务账目，由联合管理委员会负责统一管理和收支。

A special account shall be set up by party A for the **Program** and shall be managed by the JMC, to which Party A shall report.

7.2 财务预算 Financial Budget.

7.2.1 每个招生阶段开始前，由双方根据协商制订的招生、教学计划，提出本方用于开展本合作项目的成本。

Each party submits its own cost to the **Program** based on the teaching plan before the student' s enrollment.

7.2.2 联合管理委员会根据培养方向、教育与实践内容、师资安排等，拟定收费标准。

The JMC formulates the tuition fee of each course based on the teaching plan.

7.2.3 各方成本、收费标准经联合管理委员会审核通过后，作为结算依据。

The Financial settlement is based on each party' s cost and tuition fee which are approved by the JMC.

7.2.4 招生结束后，联合管理委员会将预算盈余的 70%用于双方利润分配；剩余 30%作为不可预测备用资金，留待学生毕业后再次分配。利润分配比例由双方根据各培养专业的具体教学情况，制订针对性的分配方案。

After the enrollment, the JMC allocates 70% of the budget surplus to both parties, and the remaining 30% as an unpredictable expendable fund which shall be allocated again after the student graduation. The proportion of profit distribution shall be formulated by two parties according to the distribution plan and approved by the JMC.

第八条 违约责任

Article 8. Liabilities for Breach of the Agreement.

如一方不履行本项目所规定的责任和义务，并在另一方以书面告知 20 天后仍不履行其责任和义务，则另一方有权采取相关措施使本项目得以执行，并向违约方索取由此造成的经济损失。

If either party fails to perform the responsibilities and obligations under the Agreement and still does not fulfill its responsibilities and obligations after receiving a written notice from the other party for 20 days, the other party has the right to take relevant measures to implement the program and claim for the economic loss for the delinquent party.

第九条 争议的解决

Article 9. Dispute Resolution.

9.1 谈判：凡因执行本项目所发生的一切争议，双方首先通过友好协商和谈判解决。

Negotiation: All disputes arising during implementing the program shall be negotiated and discussed friendly by the two Parties to reach an agreement.

9.2 诉讼及法律适用：如果争议不能通过本协议 9.1 条款所规定的友好协商和谈判得以解决，任何一方均有权向本方所在地法院提起诉讼。

Litigation: if the disputes cannot be resolved through friendly negotiation and discussion under the terms of 9.1, either Party has the right to seek legal resolution via courts located in the same jurisdiction of Party A, if the unresolved dispute arises from unfulfillment of responsibilities by party B, and via courts located in the

same jurisdiction of Party B, if the unresolved dispute arises from unfulfillment of responsibilities by party A. Litigations are to be governed by the local laws.

第十条 协议的生效、修改和终止

Article 10. Commencement and Termination of the Agreement.

10.1 本协议自双方签字之日起生效，协议有效期为 8 年。

The agreement shall come into effect after being signed by both parties and be valid for 8 years.

10.2 任何对本协议的改变或修改须经双方以书面签署，方可有与本协议同等效力。

Any changes or amendments to the Agreement shall be agreed upon by both Parties in writing and shall constitute part of this Agreement.

10.3 如一方提出终止协议，需提前 6 个月以书面形式通知对方。双方须按照本协议妥善安置参加本合作课程的在校学生并处理好各种财务等事宜后，方可终止协议。

Either party, which terminates the Agreement, should give a 6-month written notice to the other Party. Both Parties shall make proper arrangements or placements for the participating students as well as settle all relevant financial matters before the Agreement may be terminated.

第十一条 其他

Article 11. Other Terms.

11.1 本协议中英文两种文本具有同等法律效力。

The agreement is written in both the Chinese and the English languages. Both versions have equal legal effects.

11.2 本协议第三条涉及的合作办学项目，可根据市场需求，经双方协商后做适当调整。具体项目及教学方式等的设置，另行通过附加协议签署。

The Joint Program mentioned on Article 3 can be adjusted after consultation by both parties according to the market demand. The details of the program and teaching plan shall be attached to with this Agreement.

11.3 通知：本协议履行中所有通知和联系均以书面形式为准，并按照本协议 2.1 条款所提供的地址和电邮号码邮递或发送电子邮件至对方。

Notice: during the valid period of the agreement, all the notice and contacts shall be in writing forms. Written notices shall be sent via the addresses and emails in accordance with the provisions of clause 2.1.

11.4 本协议为中英文版本，一式四份，甲、乙双方各持二份。

The English-Chinese Agreement shall be provided in quadruplicate, with each party holding two copies respectively.

以下为双方签署

甲方 Party A : 北京吉利学院

签约代表 Signature :

日期 : Date : 2017 年 月 日

签订地点 Venue sign :

乙方 Party B : 范德珀斯大学

签约代表 Signature :

日期 : Date: 2017 年 月 日

签订地点 Venue sign :