

**HOLLAND COLLEGE  
AND  
GUIYANG VOCATIONAL AND TECHNICAL COLLEGE**

**COMPUTER NETWORKING TECHNOLOGY**

**EDUCATIONAL JOINT VENTURE AGREEMENT**

In order to strengthen the international educational cooperation and enhance the academic exchange between the two institutions, Holland College and Guiyang Vocational and Technical College agree to reach an Educational Joint Venture (EJV) agreement on the basis of equality and mutual benefit to jointly deliver the “Computer Networking Technology” program. Also, the parties agree as follows:

**I) PARTNERSHIP**

**1. Cooperative Parties**

GUIYANG VOCATIONAL AND TECHNICAL COLLEGE means Guiyang Vocational and Technical College, an educational institute located at 609 south of Yuntan Road, Guanshanhu District, Guiyang City, Guizhou Province, the People’s Republic of China  
President: Chen Guishu

OF THE FIRST PART;

HOLLAND COLLEGE means Holland College, a body corporate, incorporated under the Holland College Act, R.S.P.E.I. 1988, Cap. H-6, having its principle office in the City of Charlottetown, Province of Prince Edward Island, Canada  
Legal Representative: Brian McMillan

OF THE SECOND PART.

**II) OBJECTIVES OF THE EDUCATIONAL JOINT VENTURE AND TRAINING GOAL**

2. The objectives of the EJV: The two Colleges agree to establish the EJV partnership on the basis of equality and mutual benefit. The EJV will fully make use of the individual institution’s expertise and knowledge for educational cooperation in order to achieve - economic and social benefits as well as enhance the quality of training and social effectiveness in each - province.
3. The training goal: The Computer Networking Technology program was developed in response to the industry’s growing need for Computer Networking Technologists who can design, install, and maintain computer systems. To ensure that students acquire relevant skills, the curriculum is based on the needs identified by the program’s industry advisory board and national standards. Through a blend of theory and hands-on projects, students develop the skills necessary to work in the high demand areas of network support, user support, and security.

**III) NAME, LOCATION, TRAINING MODEL, RECRUITMENT AND TERM OF THE EDUCATIONAL JOINT VENTURE PROGRAM**

4. Name of the programs: “Computer Networking Technology”  
Training Location: Guiyang Vocational and Technical College, an educational institute located at 609 south of Yuntan Road, Guanshanhu District, Guiyang City, Guizhou Province, the People’s Republic of China

Program Language: English and Chinese

Foreign Credential: Holland College will issue diplomas to students who successfully complete the program.

5. Term of schooling: Full-time program – A three-year in-China delivery model.
6. Teaching plan: The two parties will work together on stipulating a teaching plan.
7. Term: The duration of this Agreement shall be from the date hereof to the expiration of a period of five (5) recruitment years, from the first day of the month and year within which the program is initially delivered by the EJV. This agreement will expire in July 2022.
8. Termination: This Agreement shall terminate upon the expiration of this agreement and mutual agreement of the parties. The two parties have the obligations to complete the training to the last group of recruited students and issue diplomas to students who successfully complete the program.
9. Any change and amendment of this Agreement requires agreement between the two parties and submission of the revised Agreement to the relevant departments of education. .

#### IV) RIGHTS AND OBLIGATIONS

##### **10. Guiyang Vocational and Technical College's Rights and Obligations**

- 1) Obtain approval to deliver the "Computer Networking Technology" program and to achieve a targeted recruitment plan per program each year.
- 2) Select at least two instructors per majors who meet the standards established by Holland College for training in Canada each year. Guiyang Vocational and Technical College will be responsible for costs associated with instructors' accommodations, living expenses and travel.
- 3) Undertake student recruitment and provide daily supervision and administrative support for the EJV students. Supply the necessary facilities and equipment for the EJV to the standards as established by Holland College.
- 4) Assist to arrange accommodations for Holland College instructors who deliver training to the EJV students.
- 5) Issue a Guiyang Vocational and Technical College diploma to each student who successfully completes the program and meets the standards established by the respective Chinese authority.

##### **11. Holland College's Rights and Obligations**

- 1) Provide the curriculum for the program to the EJV and undertake 1/3 of the core courses of teaching of this program.
- 2) Set standards for and train two Chinese instructors per program in the delivery of program each year. Assist the Chinese instructors in terms of accommodations and logistics during their training at Holland College.
- 3) Bear the costs associated with travel, accommodations and living expenses for the Holland College instructors who deliver training to the EJV students.
- 4) Establish standards and requirements for facilities and equipment. Identify two instructors per program per year to act as guest lecturers and work with the instructors of Guiyang Vocational and Technical College in establishing and monitoring the delivery and assessment of standards as well as ensuring that the ISO quality standards are maintained for the program.
- 5) Issue a Holland College diploma to each student who successfully completes the program.

## **V. FINANCIAL MANAGEMENT**

12. **Financial Management:** Guiyang Vocational and Technical College will set up a special account to hold the tuition received from the EJV students to pay for all the necessary human resources and material supplies in relation to the EJV programs.
13. **Undertaking Expenditure:**
  - 1) In order to obtain the full benefit of the EJV and to eliminate any unnecessary problems in the future, Guiyang Vocational and Technical College and Holland College agree to take the approach of “each fulfilling its responsibilities, each bearing its own cost, and sharing profit” in the operation and management of this EJV. The tuition sharing is used for each teaching costs.
  - 2) When each of the parties performs its obligations pursuant to the EJV Agreement, each party will be responsible for its own expenses arising there from.
14. **Tuition:** Guiyang Vocational and Technical College shall be responsible for collecting the tuition from each student.
15. **Tuition Sharing:**
  - 1) The annual tuition includes but is not limited to the accommodations cost and meals that Guiyang Vocational and Technical College receives from the students. The profit generated from these means is not considered as the participating interests.
  - 2) The registration figure will be determined as of September 30<sup>th</sup> of each year.
  - 3) Payment shall be made to Holland College by November 30<sup>th</sup> of that year (inclusive of November 30<sup>th</sup>) as determined in the currency of Renminbi per the attached payment schedule. Guiyang Vocational and Technical College shall help Holland College to convert the funds into the foreign currency using the current exchange rate. Holland College shall bear the bank handling charges.

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| <b>Name and Address of<br/>Bank of Deposit for<br/>Payee</b> | <b>Account Number in correspondent bank:</b> 05054 Transit No: 003 |
|  | RBC Royal Bank, SWIFT CODE: ROYCCAT2                               |
|  | 83 Queen Street, Charlottetown, P.E.I. Canada, C1A 4A8             |
|  | <b>Account Number of Payee:</b> 118-166-8                          |
| <b>Name and Address of<br/>Payee</b>                         | Holland College  |
|  | 140 Weymouth Street, Charlottetown, P.E.I., Canada, C1A 4Z1        |

## **VI. MANAGEMENT**

The EJV program, “Computer Networking Technology” is jointly delivered by Holland College and Guiyang Vocational and Technical College and shall be managed by the institutions’ joint management committee, including 1 director and 3 members from Guiyang Vocational and Technical College and 3 members from Holland College,

## **VII. TERMINATION**

16. **Proper Law and Dispute Resolution:** This Agreement shall be construed and interpreted in accordance with the laws of China, including the Regulations, except where otherwise specifically provided herein each of the parties attorns to the jurisdiction of the courts for China for the interpretation and enforcement of the provisions of this Agreement.

17. This Agreement shall terminate upon:
- 1) Expiration of this Agreement;
  - 2) Mutual agreement of the parties;
  - 3) At the option of the innocent party, when there is an event which constitutes a breach of law or good standard professional practices;
  - 4) Failure to obtain approval to establish the Educational Joint Venture;
  - 5) This Agreement may be terminated by either party, providing at least one year notice to the other party.

#### **VIII TERM**

18. At the time of the signing of this Agreement, this Agreement is effective upon the approval from the relevant departments of education (5 recruitment years [8 years]) .

#### **IX THIS AGREEMENT INCLUDES ALL THE RELATED EJVT TEACHING PLAN**

#### **X OTHERS**

This Agreement is prepared in a set of four copies, two copies of each English and Chinese version. Each party shall keep a copy of each version.

**GUIYANG VOCATIONAL AND TECHNICAL COLLEGE**

**HOLLAND COLLEGE**

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Chen Guishu  
President

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Brian McMillan  
President

Dated this        of September, 2014

Dated this        of September, 2014

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AND  
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1. Tuition is Renminbi ¥15,000 per year per student.
2. The tuition sharing rate of Holland College is based on the formula (Tuition x 20% of 1<sup>st</sup> Year and 35% of 2<sup>nd</sup> and 3<sup>rd</sup> Year).
3. The tuition sharing rate of Guiyang Vocational and Technical College is based on the formula (Tuition x 80% of 1<sup>st</sup> Year and 65% of 2<sup>nd</sup> and 3<sup>rd</sup> Year). The annual tuition includes but is not limited to the accommodations cost and meals that of Guiyang Vocational and Technical College receives from the students. The profit generated from these means is not considered as the participating interests.
4. The tuition of the EJV students is annually charged of Guiyang Vocational and Technical College.

**GUIYANG VOCATIONAL AND TECHNICAL COLLEGE**



Chen Guishu  
President

**HOLLAND COLLEGE**



Brian McMillan  
President

Dated this 26 of September, 2014

Dated this 18 of September, 2014