# Services Agreement

# Online Research Seminar in PROGRAM NAME

### GEC Academy (Entity Name in Chinese: 北京集思互联教育科技有限公司, hereafter referred to as “ORGANIZATION”) wishes to engage NAME (COUNTRY, PASSPORT NUMBER) hereafter referred to as “PARTNER”) to provide services with respect to the Online Research Seminar in PROGRAM NAME (hereafter referred to as “Program”). PARTNER has agreed to lead the Program and arranged academic training for students recruited by ORGANIZATION.

Agreement between ORGANIZATION and PARTNER is as follows:

1. **Content**

### TERMS AND CONDITIONS

* + 1. ORGANIZATION will be responsible for student recruitment for the Program with student qualification requirements provided by PARTNER. ORGANIZATION will also be responsible for the administrative issues of the Program such as students’ communication and coordination, online meeting platform set up, etc.
    2. PARTNER will lead the academic part of the Program, with duties specifications listed in I.3;
    3. The preliminary start date of the Program will be in DATE AND YEAR FOR THE PROGRAM with the specific time be determined by ORGANIZATION no later than 30 days before the start date after consulting with PARTNER and last for seven weeks.
    4. After the Program is completed for the first time, this agreement may be renewed upon mutual agreement by both parties.

### RIGHTS AND OBLIGATIONS OF ORGANIZATION

* + 1. ORGANIZATION shall recruit student participant and provide all participants’ information to PARTNER. PARTNER shall keep all the participants’ information in confidential.
    2. ORGANIZATION shall hire the MENTOR to assist the PARTNER all through the Program. The payment to the MENTOR shall be determinate by ORGANIZATION through negotiation with MENTOR.
    3. ORGANIZATION shall set up online meeting room before the lectures and lab sessions.
    4. ORGANIZATION shall set up online meeting room for PARTNER’s online demo session (if applicable) before it starts.
    5. ORGANIZATION shall arrange online meeting room for PARTNER’s online final grades review meeting.
    6. ORGANIZATION shall pay PARTNER in accordance with section II. The payment for MENTORs is not included in the payment from ORGANIZATION to PARTNER.
    7. ORGANIZATION may instruct PARTNER to provide services as described under this agreement.

### RIGHTS AND OBLIGATIONS OF PARTNER

1. PARTNER shall make the development of the seven-week long Program, including the project design, videos for prerequisite study, lecture content, and slides as support;
2. Partner shall deliver the final version of the program proposal (a proposal template is attached as Appendix 1) approved by both parties no later than 2 months before the start of the program or based upon both parties’ mutual agreement.
3. PARTNER shall deliver four (4) lectures according to the timeline to all participants, with 2 hours each;
4. PARTNER shall conduct two (2) final project preparation sessions to guide students working on their final project in week five and six, with 2 hours each;
5. PARTNER shall arrange MENTORs or provide requirement of MENTORs for ORGANIZATION to recruit MENTORs for the Program.
   * + 1. MENTORs’ duties include but not limited to conducting six (6) mentor sessions (once per week), with 1.5 hours each, hosting discussions and reviewing students’ weekly assignment (if any), as well as attending the final presentation session of the students in the last week, and other works as required by ORGANIZATION. Weekly working load of MENTORs will be around 5 hours.
       2. PARTNER will be responsible for MENTOR training.
       3. Number of MENTORs for one program will be determined by the number of students and needs of the program at ORGANIZATION’s discretion.
       4. ORGANIZATION will be responsible for the payment to MENTORs.
6. PARTNER shall attend the final presentation of the students for at least 2 hours by the end of week seven;
7. PARTNER shall participate in the Q&A on Ed (responses to the students' questions within reasonable timeframe);
8. PARTNER shall provide Course Evaluation, including final grades, written individualized feedbacks and letter of evaluation for all students after each Program is completed. The content of the Course Evaluation may vary upon each student’s performance. All content will be subject to full approval by ORGANIZATION.
9. PARTNER shall provide final grades and written individualized feedbacks within 7 days after the final presentation session or the submission deadline of the final report. In cases that
   1. PARTNER provides the letter of evaluation, PARTNER shall complete the final version of the letters with signature and submit to ORGANIZATION within 7 days after the delivery of final grades.
   2. PARTNER authorizes ORGANIZATION to draft the letter of evaluation, PARTNER shall complete the revision and signature within 7 days after receiving the draft provided by ORGANIZATION.
   3. Any delay in the delivery of the final version letters, ORGANIZATION has the right to postpone the remaining payment to PARTNER, until the completion of the letters, which will not be regarded as the default of ORGANIZATION.
10. PARTNER shall also provide recommendation letters and letter submission services for school applications (maximum 8 schools per student) to students which PARTNER determines at his/her reasonable discretion but with the considerations to fully support students. If there’s any disagreements about students’ qualification to get letters submission, both parties shall fully negotiate and try the best to solve the case based upon mutual agreement.

11) PARTNER shall adjust course difficulty level based on students’ feedback when needed to guarantee the Program’s academic quality.

12）PARTNER shall be paid by ORGANIZATION in accordance with this agreement.

## Payment

### FINANCIAL AGREEMENT

* + 1. An amount of $XXXX USD (apart from the Program payment indicated below, including tax fee) will be provided as the honorarium for the first time Program development. This amount is one-time payment as the new Program development bonus. It will be paid within 15 business days after final version of the Program syllabus is delivered and confirmed by ORGANIZATION and the contract is signed.
    2. ORGANIZATION and PARTNER agree that an amount of $XXXX USD (including tax fee) per program will be provided by ORGANIZATION to PARTNER.
    3. ORGANIZATION shall pay PARTNER:
       1. Up to 50% of the total amount ((the sum of payment in paragraph II.1.1) and payment in paragraph II.1.2)) payable from ORGANIZATION to PARTNER, no later than 5 business days before the start of the Program.
       2. ORGANIZATION shall pay the outstanding amount within 15 business days after PARTNER completes all letter of evaluation with signature. If PARTNER fail to deliver all letters with signature on time, ORGANIZATION has the right to postpone the outstanding amount until PARTNER complete all Course Evaluations and shall pay the outstanding amount within 15 business days after all letters with signature are delivered.
    4. After PARTNER receives each payment, PARTNER shall provide an invoice issued to the ORGANIZATION or its designated subsidiary, no later than 7 business days after receipt.
    5. ~~Required by ORGANIZATION, PARTNER shall cooperate to complete the tax returns filling procedures required by local government. If PARTNER is US Citizen or needs to pay tax required by the US government, ORGANIZATION will arrange for a 1099 tax form to be filled in by PARTNER by February 15, 2021 for the 2020 US tax year, and by February 15, 2022 for the 2021 US tax year in connection with his services under this Agreement. If PARTNER is not US Citizen or does not need to pay tax required by the US government, ORGANIZATION will arrange for the tax returns filling procedures required by laws and regulations of local government (if any).~~

PARTNER shall fulfill the tax return stipulations according to the local government policy. ORGANIZATION would provide necessary assistance (if any).

### PAYMENT INFORMATION

* + 1. The payment outlined in paragraph II.1.2). will be paid directly to PARTNER using the payment information provided by PARTNER through either wire transfer or check payment.
       1. For wire transfer, the following information is needed:
* Account Holder’s Name:
* Bank Name:
* Bank Address:
* Bank Account Number:
* Routing No. (For paper and electronic /IACH):
* IBAN (For Non-US Account):
* Swift Code:
* Cell Phone Number:
  + - 1. For check payment, the following information is needed:
* Name:
* Mailing Address:
* Cell Phone Number:

## Supplementary Provisions

### Statement of Rights and Obligations

* 1. **PARTNER’s Warranties**
     1. PARTNER warrants that the teaching materials provided to ORGANIZATION is prepared by himself/herself or based on genuine and effective authorization by the legal holder of the teaching materials.
     2. PARTNER intends to maintain his/her appointment with UNIVERSITY NAME. ORGANIZATION reserves the right to terminate this contract upon any change in above status. If ORGANIZATION terminates this Agreement in case where such change in status happens and ORGANIZATION has not obtained services from PARTNER, PARTNER shall return all payment received from ORGANIZATION under this Agreement.
     3. PARTNER shall guarantee that he/she shall not cooperate with organizations or individuals other than ORGANIZATION that conduct similar programs within the region of greater China area or recruit students from greater China area during the Program time.
     4. If PARTNER breaches above warranties, ORGANIZATION has right to terminate this agreement and require PARTNER to refund all the payment and pay the termination penalty fee in reference to paragraph III.1.4). d.
  2. **ORGANIZATION’s Covenant**

1. ORGANIZATION has the right to use materials provided by PARTNER for promotional use and record the lectures for streaming by students in this Program.
2. ORGANIZATION covenants that such teaching materials will be used only for purposes or in ways as agreed by ORGANIZATION and PARTNER. ORGANIZATION may use part of the lecture slides or online lecture screenshot as marketing material with prior written consent approving said material by PARTNER.
   1. **Both Parties’ Covenant as to Copyrights and Intellectual Property**
3. As to any use within PRC, ORGANIZATION and PARTNER declare their intention to jointly control the copyrights and intellectual property rights relating to (i) the design of the Program as a whole, and (ii) specific lectures, case studies, and models developed by PARTNER and used in the Program (“the IP”). Either party intending to use the IP within PRC shall obtain the written consent of the other party in advance. The term “use within PRC” is intended to include presentations by electronic means.
4. The PARTNER shall solely control and may obtain sole copyrights or related intellectual property rights as to the IP for use outside of China. Both Parties agree this is commercially reasonable because of the difficulty of distinguishing course materials developed by PARTNER specifically for the Program from course materials developed by PARTNER for other academic and commercial purposes.
5. Each party shall keep certain items confidential if it is notified by the other party (acting reasonably) of their confidential nature and shall not disclose any information regarding such confidential items to any other third party without the other party’s prior written consent.
   1. **Termination**
6. Considering the situation of student recruitment, ORGANIZATION can unilaterally terminate this agreement 15 days before the Program is supposed to start, or earlier, without a penalty. If this agreement is terminated due to this reason, two parties shall try their best to reschedule a new Program. If the new Program is rescheduled successfully, PARTNER can keep the payment from ORGANIZATION for the deposit of the rescheduled new program. If fails, PARTNER shall refund all the payment received from ORGANIZATION (if any).
7. If ORGANIZATION unilaterally terminates this agreement within the 15 days before the Program is supposed to start, PARTNER is entitled to retain the amount paid according to the paragraph II.1.1). For other payment of this Program, ORGANIZATION has no responsibility to pay, and PARTNER shall refund that amount of payment if he/she has received.
8. If PARTNER unilaterally terminates this agreement before the Program is supposed to start, two parties shall try their best to reschedule a new Program. If the new Program is rescheduled successfully, PARTNER can keep the payment from ORGANIZATION for the deposit of the rescheduled new program. If fails, PARTNER shall refund all the payment received from ORGANIZATION (if any).
9. If PARTNER unilaterally terminates this agreement due to reasons stated in paragraph III.1.1).c. before or after the Program starts, PARTNER shall not only refund all the payment received from ORGANIZATION, but also pay ORGANIZATION an amount of penalty fee equal to [20]% of the total service fee under this agreement.
10. Except as stipulated in this agreement, both Parties agree to make best effort to complete the program under this agreement without termination unless an unavoidable and unpredictable event occurs making the termination of the program the most reasonable option, such as public policies or school policies, or any other force majeure factors (such factors include, but not limited to, accident, illness, death, natural disaster, severe weather incidents, acts of God, terrorism threats, urgent travel restrictions, severe security advisories, insurrection, war, poor health conditions or endemic disease, and government-mandated obligations issued, etc.) which objectively prevent two parties from performing the obligations under this agreement. If above unavoidable and unpredictable event occurs, both parties shall try to, to the best of their abilities, reschedule the terminated Program. If two parties are successful in rescheduling the Program, payments made by ORGANIZATION to PARTNER shall be credited towards the rescheduled Program. If fails, PARTNER shall refund all the payment of the Program received to ORGANIZATION, without any penalty to any party after providing sufficient proofs of such public policies or school policies or force majeure within 10 days after the occurrence.

### Assignment

* + 1. Neither party shall assign this Agreement or any right or obligation hereunder, by operation of law or otherwise, without the other party’s prior written consent. This Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns.

### Severability

1. Should any of the provisions in this Agreement be declared or be determined to be illegal or invalid, all remaining parts, terms or provisions will be valid, and the illegal, invalid or violating part, term or provision will be deemed not to be a part of this Agreement.

### Governing Law and Court

1. This Agreement will be governed by and construed in accordance with the laws of the PRC.
2. Any disputes arising from or in connection with this agreement shall be submitted to the People’s Court of China that has jurisdiction of ORGANIZATION’s residence place.

## Effect of the Agreement

1. This Agreement comes into force as of the date signed and sealed by the parties.
2. Each party’s confidentiality obligation shall survive any termination of this Agreement.
3. This Agreement shall be signed in two originals with each party holding one, all of which shall have equal legal effect.

GEC Academy (FULL NAME)

Representative: Signature:

Title:

Date: Date: