

专家（客座教授）合作协议

Expert (Visiting Professor) Cooperation Agreement

INTERNATIONAL BUSINESS SCHOOLS

2024-9-3

专家（客座教授）合作协议

Expert (Visiting Professor) Cooperation Agreement

甲方：国际商学院

Party A: International Business School

乙方：

Party B:

为增强学院办学实力，加强学科建设和学术交流，提高教学、科研水平，甲、乙双方本着平等互利、共同发展的原则，经友好协商，就合作事宜达成如下协议。

In order to enhance the school's strength, strengthen the discipline construction and academic exchanges, and improve the teaching and scientific research level, Party A and Party B, in line with the principles of equality, mutual benefit and common development, have reached the following agreement on cooperation matters through friendly negotiation.

一、合作内容

I. Cooperation Contents

- 甲方邀请乙方作为合作伙伴，共同开展相关教学、科研等活动。

Party A invites Party B to be a partner to jointly carry out relevant teaching, scientific research and other activities.

- 乙方每月应提供不低于6小时的课程以及咨询，且为免费提供，课程内容需符合甲方的教学要求和标准。

Party B shall provide no less than 6 hours of courses and consultations per month, and provide them for free. The course content shall meet the teaching requirements and standards of Party A.

- 乙方应积极参与甲方组织的学术研讨、讲座等活动，分享专业知识和经验。

Party B shall actively participate in academic seminars, lectures and other activities organized by Party A, and share professional knowledge and experience.

4. 双方可共同开课，具体课程安排和相关事宜由双方另行协商确定。

The two parties can jointly offer courses, and the specific course arrangements and related matters shall be determined by the two parties through separate negotiation.

5. 如果有涉及顾问服务，甲方会安排客户给乙方，这样的业务另外在协商确认。

If there is any consulting service involved, Party A will arrange customers for Party B, and such business will be confirmed through additional negotiation.

二、甲方的权利和义务

II. Rights and Obligations of Party A

1. 展示与推广

Display and Promotion

- 。 甲方提供官网的展示，在推广时会带上乙方的个人 IP 做宣传。

Party A provides the display on the official website and will use Party B's personal IP for promotion during the promotion.

- 。 甲方有权对乙方的教学和咨询工作进行监督和评估。

Party A has the right to supervise and evaluate Party B's teaching and consulting work.

2. 支持与服务

3. Support and Service

- 。 甲方提供免费的乙方 IP 包装拍摄以及海报设计推广。

Party A provides free IP packaging shooting and poster design promotion for Party B.

- 。 甲方免费提供乙方所需要的系统，但不包括服务器以及安装成本。

Party A provides the system required by Party B for free, excluding the server and installation costs.

- 甲方提供场地以及在线课程以及相关系统的使用，相互不结算费用。

Party A provides the use of the venue, online courses and related systems, and there is no settlement of expenses between each other.

4. 推广与业务

Promotion and Business

- Link Pass 为甲方的下属项目，甲方有权利通过 Link Pass 平台为乙方进行推广以及相关业务，视同为甲方的一部分。

Link Pass is a subordinate project of Party A, and Party A has the right to promote Party B and related businesses through the Link Pass platform, which is regarded as a part of Party A.

- 如果乙方与甲方共同进行课程的收费业务，则根据以下比例进行分配：业务推广费用 30%，讲师费用为 30%，场地以及管理费用为 40%。甲方负责业务推广和场地管理，乙方负责提供讲师服务。

If Party B and Party A jointly carry out the charging business of the course, the distribution will be based on the following proportions: 30% for business promotion expenses, 30% for lecturer expenses, and 40% for venue and management expenses. Party A is responsible for business promotion and venue management, and Party B is responsible for providing lecturer services.

三、乙方的权利和义务

III. Rights and Obligations of Party B

1. 教学与咨询

Teaching and Consulting

- 乙方应按照约定的时间和质量要求，提供课程和咨询服务，确保内容具有专业性、实用性和前沿性。

Party B shall provide courses and consulting services in accordance with the agreed time and quality requirements to ensure that the content is professional, practical and cutting-edge.

- 乙方应根据学生的需求和反馈，不断改进教学方法和内容，提高教学效果。

Party B shall continuously improve the teaching methods and content according to the needs and feedback of students to improve the teaching effect.

- 乙方有权对教学和咨询工作提出合理的建议和意见。

Party B has the right to put forward reasonable suggestions and opinions on the teaching and consulting work.

2. 行为规范

Code of Conduct

- 乙方在课程中不得做任何广告，不得卖课程或卖服务。

Party B shall not do any advertising, sell courses or services in the course.

- 乙方在课程中或咨询中，不得有任何影响学校品牌以及相关负能量的言语，不得发表反动政治等相关言论。

Party B shall not have any words that affect the school's brand and related negative energy in the course or consultation, and shall not make any relevant remarks about reactionary politics.

- 乙方应保守甲方的商业秘密和机密信息，不得向第三方披露。

Party B shall keep Party A's trade secrets and confidential information confidential and shall not disclose them to third parties.

3. 收费标准

Charging Standard

- 乙方私下接受甲方推荐的客户时应采用最低折扣收费，并提前将所有收费标准提交给甲方进行公告。

When Party B privately accepts customers recommended by Party A, it shall charge at the lowest discount and submit all charging standards to Party A for announcement in advance.

- 。 乙方举办的所有个人活动，如果在甲方的场地，可以享受 65% 的折扣。

For all personal activities held by Party B, if they are held at Party A's venue, a 65% discount can be enjoyed.

4. 品牌推广

Brand Promotion

- 。 乙方在做任何宣传时应将甲方的品牌共同推广出去。

When Party B conducts any publicity, it shall jointly promote Party A's brand.

5. 业务合作

Business Cooperation

- 。 如果乙方与甲方共同进行课程的收费业务，则根据以下比例进行分配：业务推广费用 30%，讲师费用为 30%，场地以及管理费用为 40%。乙方负责提供讲师服务，甲方负责业务推广和场地管理。

If Party B and Party A jointly carry out the charging business of the course, the distribution will be based on the following proportions: 30% for business promotion expenses, 30% for lecturer expenses, and 40% for venue and management expenses. Party B is responsible for providing lecturer services, and Party A is responsible for business promotion and venue management.

四、保密协议

IV. Confidentiality Agreement

1. 双方应对在合作过程中知悉的对方商业秘密、技术秘密、经营信息等保密信息予以严格保密。

Both parties shall strictly keep confidential the other party's trade secrets, technical secrets, business information and other confidential information known during the cooperation process.

2. 未经对方书面同意，任何一方不得向第三方披露、泄露或允许第三方使用保密信息。

Without the written consent of the other party, neither party shall disclose, leak or allow the third party to use the confidential information to the third party.

3. 本保密协议在协议有效期内及协议终止后 [具体年限] 年内持续有效。

This confidentiality agreement shall remain valid during the validity period of the agreement and within [specific number of years] years after the termination of the agreement.

五、违约责任

V. Liability for Breach of Contract

1. 若乙方违反本协议的约定，如在课程中进行广告宣传、售卖课程或服务、发表不当言论等，甲方有权解除协议，并要求乙方承担违约责任，赔偿甲方因此遭受的损失。

If Party B violates the provisions of this agreement, such as conducting advertising, selling courses or services, making inappropriate remarks in the course, Party A has the right to terminate the agreement and require Party B to bear the liability for breach of contract and compensate Party A for the losses suffered.

2. 若乙方违反保密协议的约定，泄露甲方的保密信息，应承担相应的法律责任，并赔偿甲方的损失。甲方有权要求乙方立即停止侵权行为，消除影响，并返还或销毁因侵权行为获取的相关资料和信息。同时，甲方可根据情节严重程度，追究乙方的违约责任，包括但不限于要求乙方支付违约金等。

If Party B violates the provisions of the confidentiality agreement and discloses Party A's confidential information, it shall bear the corresponding legal responsibility and compensate Party A for the losses. Party A has the right to require Party B to immediately stop the infringement, eliminate the impact, and

return or destroy the relevant materials and information obtained due to the infringement. At the same time, Party A may, depending on the severity of the circumstances, hold Party B liable for breach of contract, including but not limited to requiring Party B to pay liquidated damages.

3. 若甲方未履行本协议约定的职责和义务，给乙方造成损失的，应承担赔偿责任。

If Party A fails to perform the duties and obligations stipulated in this agreement and causes losses to Party B, it shall bear the liability for compensation.

六、其他约定

VI. Other Agreements

1. 本协议的附件为乙方的相关证书以及资料，作为本协议的组成部分。

The annex to this agreement is the relevant certificates and materials of Party B, which is an integral part of this agreement.

2. 双方应相互尊重，保持良好的沟通与合作。

The two parties shall respect each other and maintain good communication and cooperation.

3. 本协议未尽事宜，双方可协商补充规定，补充规定与本协议具有同等效力。

For matters not covered in this agreement, the two parties may negotiate and supplement the provisions, and the supplementary provisions shall have the same effect as this agreement.

4. 若双方在合作过程中发生争议，应通过友好协商解决；协商不成的，可根据马来西亚以及中华人民共和国香港特别行政区法律进行裁决。

If disputes arise between the two parties during the cooperation process, they shall be resolved through friendly negotiation; if the negotiation fails, the dispute may be adjudicated according to the laws of Malaysia and the Hong Kong Special Administrative Region of the People's Republic of China.

七、协议的生效与解除

VII. Effectiveness and Termination of the Agreement

- 本协议一式两份，双方各持一份，自双方当事人签字盖章之日起生效，合约期限为三年。

This agreement is made in duplicate, and each party holds one copy. It shall come into effect from the date of signature and seal by both parties, and the contract period is three years.

- 在合作期间，甲乙双方如因特殊原因，要求解除协议，需提前 30 天通知对方。

During the cooperation period, if both Party A and Party B require to terminate the agreement for special reasons, they shall notify the other party 30 days in advance.

甲方 Party A:

代表（签章） Representative (Signature and Seal):

日期 Day:

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乙方 Party B:

代表（签章） Representative (Signature and Seal):

日期 Day: