

Mandarin Garden Agency Cooperation Agreement

Cooperation program: Chinese Courses program

甲方：上海儒森教育进修学校

Party A: Shanghai RuSen education training school

Address: 3rd floor The New Chinese building, No.1358 west yan'an road, Shanghai

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Email: winnie@mandaringarden.org

乙方：

Party B:

Address:

Contact Tel:

Email:

This agreement is entered into by and between Party A and Party B through friendly consultations and under the principle of mutual benefit and joint development, We both decide to cooperative Mandarin Garden Chinese Course program.

1、 THE AGENT WOULD PROMOTE Mandarin Garden IN THE FOLLOWING WAYS

- A. By advising all its clients about the services of Mandarin Garden or its affiliates (namely programs of Mandarin/Chinese Culture Courses) at least once a year;
- B. The agent shall train all staff members to ensure that are familiar with Mandarin Garden's programs and polices;
- C. The agent shall assist students in the enrollment process and take all reasonable steps to ensure that the students fully understand the necessary visa requirements;
- D. The agent shall be permitted to make sure of Mandarin Garden's name and logo, and be permitted to engage in advertising, the agent shall always send a copy of materials for publication to Mandarin Garden in advance for approval of contents and proof reading.

2、 REFERRAL FEES

- A. In the case that agent provides 1-5 students within a given calendar year(e.g.2012), the agent will directly deduct **5%** of the students' net tuition fee as commission fee;

- B. If there are more than 5 but less than 11 students sent to Mandarin Garden from the agent with a given calendar year(e.g.2012), the commission will increase to **7%** of the students' net tuition fee;
- C. If there are more than 10 students sent to Mandarin Garden from the agent within a given calendar(e.g.2012), the commission will increase to **10%** of the students' net tuition fee, and will remain at that rate for each additional student for the duration of the year;
- D. All other fees paid by students such as registration、transportation、materials or accommodation fees are non-commissionable.

3、 PAYMENT PROCEDURES

The agent on behalf of students will promptly remit the total tuition and other associated fee in accordance with Mandarin Garden's established international banking procedures using one of the two following payment options:

- A. Mandarin Garden will remit invoiced for gross and net amounts owned by the agent and the students. The agent will deduct the % of the students' net tuition fee as commission fee at the time of remittance to Mandarin Garden
- B. Mandarin Garden will remit the commission fee for service (%of the students' net tuition fee) to the agent within fifteen days (15 days) of the student's first day of attendance at Mandarin Garden's campus.

4、 REFUND POLICY

- A. The agent agrees to adopt the same refund policy as Mandarin Garden;
- B. If the student fails to start school, withdraws prior to the program finishing, or is entitled to refund, the agent agrees that the retained commission identified under Payment Procedures will be returned by the agent to the student as part of the refund to the student and the agent hereby agrees to indemnify Mandarin Garden for any such liability.

违约责任

The liability for breach of contract

- 1、 对于不可抗力情况的处理：双方应竭力减少不可抗力因素带来的损失，当订立本合同所依据的客观情况发生重大变化时本合同自行终止。
 1. In the event of Force Majeure: both parties shall eliminate and minimize the unfavorable consequences caused by Force Majeure, when the agreement making objective conditions change a lot, the agreement will terminate itself.
- 2、 解决合同纠纷的方式：执行本合同发生争执，由当事人双方协商解决。协商不成，双方同意向甲方经营主体所在地的地方人民法院起诉。
 2. Contract distribute resolution: All disputes arising from the execution of, or in connection with this Sales Confirmation, shall be settled amicably through friendly negotiation, if the mediation is unsuccessful, both can bring a suit in people's court

in Party A's location by both party's agreement.

本协议经双方代表签字后生效执行。协议中如有未尽事宜，由双方共同协商作出补充规定。
This agreement comes into force by both party's signature. Matters not mentioned herein, if any, may be revised or supplemented through negotiation by the parties hereto.

本协议正本一式两份，双方各执一份。

This agreement is made in duplicate, one copy to be held by each party.

甲方：

乙方：

负责人：

负责人：

日期：

日期：

**Party A:
Representative:**

**Party B:
Representative:**

Date:

Date: