

## **COOPERATION AGREEMENT**

**Between**

**Nantong University,  
The People's Republic of China**

**And**

**Instituto Superiore di Studi Musical "Rinaldo Franci"  
Republic of Italy**

**AUGUST 2018**

**Parties to the Agreement:**

Party A

Name: Nantong University (NTU)

Address: No. 9, Seyuan Road, Nantong, Jiangsu, PRC (210019)

Legal Representative: Weidong, SHI

Contact person: Weidong, WANG

Telephone: 0513-85012961

Fax: 0513-85012130

Email: wwxwwd@sohu.com

Party B

Name: Istituto Superiore di Studi Musicali "Rinaldo Franci"

Address: Prato S. Agostino, 2-53100 Siena

Legal Representative: Miranda Brugi

Contact person: Director Luciano Tristaino

Telephone: 0577-288904

Fax: 0577-389127

Email: direttore@franci.comune.siena.it

## Recitals

1. In accordance with *Regulations of the People's Republic of China on Chinese-Foreign Cooperation in Running Schools* and *Regulations of the People's Republic of China on Implementation Methods for Chinese-Foreign Cooperation in Running Schools*, this Cooperation Agreement establishes a partnership between Party A and Party B for the purpose of running a collaborative undergraduate programme in music ('the Articulation Arrangement').
2. Both parties will jointly design the degree plan for the Articulation Arrangement. Students will undertake their study in two stages. The first stage consists of the equivalent of 3 initial years at Party A ('Stage 1'), namely 88 credits +12 credits for Italian language to certificate jointly with "University for foreigners of Siena" comprising completion of set curriculum. The second stage consists of the equivalent of 1 years, namely of 80 credits of full-time study at Party B ('Stage 2'), Students receive a certificate of graduation and a Bachelor of Music degree from Party A and a Bachelor of Music degree from Party B.
3. The procedures put in place by Party A and Party B for the design and operation of the Articulation Arrangement will comply with the requirements of the relevant authorities in the People's Republic of China, including the delivery of one-third of the Stage 1 of the Articulation Arrangement by Party B. Under the terms of this Agreement Party A is permitted to vary its procedures, after consulting with Party B to ensure its continuing compliance with these requirements.
4. The procedures put in place by Party A and Party B for the design and operation of the Articulation Arrangement will comply with the requirements of the Higher Education Standards Framework published by the Education Minister of Italy and, where relevant, subject to benchmarking information recognised by Music conservation of Italy. Under the terms of this Agreement Party B is permitted to vary its procedures, after consulting with Party A to ensure its continuing compliance with these requirements.
5. Once this Articulation Arrangement has commenced, both parties should cooperate together to increase their understanding of their counterparts' educational system.

## SECTION 1: OBJECTIVES AND PRINCIPLES

The Articulation Arrangement aims at cultivating talents, utilizing the excellent educational resources from both parties. By adapting the curriculum, reforming course structure and renewing course content and teaching methodology, the Articulation Arrangement will promote the development of the field of music for both parties. The Articulation Arrangement will specialize in improving the students' solid professional foundation, advanced academic knowledge, strong professional capabilities and internationally recognized talents with innovative high-level abilities, so as to meet the demand of new technology and provide industry with talented graduates who can contribute to the economy of the relevant local area. The parties anticipate that the Articulation Arrangement will be very successful, and will work collaboratively for that outcome.

## SECTION 2: CONTENT AND MODES OF COOPERATION

### 2.1 Length of Schooling

The length of schooling is expected to be five years. Students will spend the first 3 years at Party A undertaking Stage 1 of the Articulation Arrangement. After successfully completing all course work in Stage 1 and meeting the entry requirements set out in clause 2.2 the students will be eligible to enroll at Party B to study the Stage 2 of the Articulation Arrangement.

### 2.2 Entry Requirements

Students entering the Articulation Arrangement must meet the requirements below:

- (1) Obtain qualifying scores for entry into Stage 1 as offered by Party A on the national or provincial college entrance exam of the People's Republic of China.
- (2) Party B will admit a student of Party A to Stage 2 with Credit if the student has:
  - a) provided official transcripts to Party B that confirm the student has satisfied the Academic Requirements for Stage 2 as specified in Schedule I;
  - b) passed the entrance examination at Istituto Franci. The admission exam can be preceded by a previous non-binding evaluation that can also be done by sending a quality video together with an interview in Italian. Entrance examinations can take place either in June/July or in September;
  - c) the transcript must provide the list of subjects followed in Part A, according to the European Standards and to the study plan of Istituto Franci, with the corresponding vote expressed/translated into thirtieths (minimum 18/30, maximum 30/30 cum laude);
  - d) provided evidence which is satisfactory to Party B that the student has satisfied Party B's Italian language proficiency requirements as published in its International Undergraduate Prospectus for the year of admission to Party B;
  - e) provided a portfolio which is satisfactory to Party B;
  - f) met all other requirements for admission to Party B, including online

lodgement of the appropriate application form and application fee.

- g) Specifically, details of mutual recognition of credits refer to the annex to this Agreement.
- (3) According to this Agreement, the Articulation Arrangement plans to recruit 5 intakes of students into Stage 1.

### 2.3 Awards

- (1) After successfully completing all the requirements of the Articulation Arrangement, the students will receive an undergraduate certificate / a Bachelor of Music degree conferred by Party A and a Bachelor of Music degree conferred by Party B.
- (2) Students who cannot successfully complete the Stage 2 due to visa or other issues, may continue their study at Party A, and students who comply with the relevant Chinese laws and regulations for graduation will receive an undergraduate certificate / Bachelor of Music degree conferred by Party A only.
- (3) Each party will be responsible for issuing its respective parchment to graduating students.

### 2.4 Implementation of Teaching

- (1) Academic Requirements
  - a) Subject to paragraph (b) of this clause, Party A is responsible for the curriculum design, content and delivery of Stage 1, which will not be lower than the academic standards at Party B.
  - b) Subject to the terms of this Agreement, Party B will be responsible for the curriculum design, content and delivery of the Rinaldo Franci Courses to be delivered at Party A as part of Stage 1. Party B will comply with the Four One Thirds requirements specified in the *Regulations of the People's Republic of China on Chinese-Foreign Cooperation in Running Schools* and the *Regulations of the People's Republic of China on Implementation Methods for Chinese-Foreign Cooperation in Running Schools*.
- (2) Teaching Arrangements

Each party will be responsible for selecting their respective teachers and ensuring that they have the appropriate skills and aptitude to satisfy the needs of the other party. Teaching staff from Party A will focus on improving students' professional skills, fundamental academic knowledge and cross-cultural communication abilities; teaching staff from Party B will focus on improving students' academic Italian culture , advanced professional knowledge and innovative capabilities in musical Performance or composition . Both parties will encourage staff exchanges to promote teaching and research collaboration. Party

B will cooperate with the China desk of University for foreigners of Siena (Nantong YiFan Language Institution) supply the Standard Italy language courses for the students. The language courses are 800 hours. The courses program of Stage 1 will include 288 hours of courses. The other courses will supply by the China desk of University for foreigners of Siena.

(3) Teaching Materials

Regarding the Articulation Arrangement's established curriculum, Stage 1 will use textbooks or materials in Italian as the main teaching materials, and materials in Chinese as supplementary materials. Stage 2 will use teaching materials in Italian only.

(4) Teaching Evaluation and Quality Assurance

- a) For Stage 1 (excluding the Rinaldo Franci Courses), courses shall be evaluated by Party A in accordance with the Party A's teaching management regulations. The Rinaldo Franci Courses shall be evaluated jointly by Party A and Party B with an evaluation standard provided by Party B and a methodology agreed by the parties. Stage 2 shall be evaluated by Party B in accordance with its own quality assurance processes.
- b) Additional quality assurance measures may be requested, as necessary, by either party if required for accreditation, external quality audits and/or program review via the Joint Management Committee. Such additional quality assurance measures may evaluate:
  - whether the Articulation Arrangement has remained current and valid in respect of developing knowledge;
  - whether the academic standard of the awards and the quality of the learning opportunities have been maintained;
  - the possibilities for enhancement of the Articulation Arrangement;
  - whether students have been able to achieve the intended learning outcomes;
  - the teaching pattern, content, mode of delivery and assessment methods allow for equality of opportunity for academic achievement; and
  - the adequacy of the resources available to support the Articulation Arrangement and it's viability.
- c) Decisions related to the implementation of any additional measures will be agreed by the parties under a separate agreement, after consideration of the

advice of the Joint Management Committee.

(5) Maintenance of Academic Standards

- a) Party A will give 6 months' notice to Party B before making any changes to the course content, program structure, assessment criteria and course availability (including entry requirements) of Stage 1 (with the exception of the Rinaldo Franci Courses) to enable Party B to review the Academic Requirements and Credit for Stage 2.
- b) Party A may require Party B to provide information about the progress of a student who has articulated from Party A to Stage 2 by sending a request in writing to Party B and accompanied by the written consent of the relevant student which permits such disclosure by Party B in compliance with relevant privacy requirements.
- c) Party B may at agreed intervals or by reasonable notice seek access to information, personnel, facilities and amenities, for the purpose of reviewing the academic standards of Stage 1 of the Articulation Arrangement. Party A shall use its best endeavors to facilitate such inspections and reviews.
- d) Party B may request Party A to rectify any concerns reasonably raised by Party B arising from an inspection or review in accordance with paragraph (c) of this clause.
- e) With the exception of the UA Courses, if Party A changes the course content, program structure, assessment criteria or course availability (including entry requirements) of Stage 1 or does not rectify Party B's concerns raised under paragraph (d) of this clause, Party B may (without limitation to its other rights) amend or delete any or all of Schedule I by providing two weeks' notice to Party A of such amendment or deletion.
- f) A student who satisfies the Academic Requirements for Stage 2 before the date of amendment or deletion under paragraph (e) of this clause will be permitted to articulate to Party B in accordance with the terms of the Agreement applying before such amendment or deletion.

**2.6 Student Recruitment Plan**

- (1) The Articulation Arrangement's student recruitment plan will be formulated by both parties through the Joint Management Committee. Each party will work towards increasing admissions per annum to assure the Articulation Arrangement's viability. In accordance with the guidelines stipulated by the Ministry of Education of China, a maximum of 30 students will be recruited from those who sit the National College Entrance Examination and achieve the entry requirements for first tier universities.

- (2) Any use of Party B's name and/or logo must receive prior written authorization from Party B.
- (3) All promotional materials must clearly include Party B's name.
- (4) Subject to paragraphs (2), (3) and (5) of this clause, Party B grants a non-exclusive license to Party A to use Party B's logo and name in promotional materials for the purposes of promoting the Articulation Arrangement.
- (5) All use of Party B's logo and other authorized materials must comply with Party B's requirements in relation to visual identity standards.
- (6) Each use of logos must be agreed between the parties and authorized

### **SECTION 3: OBLIGATIONS OF EACH PARTY**

#### **3.1 Obligations of Party A**

- (1) Responsible for ensuring that the implementation of this Agreement has and maintains at all times all of the necessary Chinese government licenses to operate the Articulation Arrangement and that any terms or conditions required are met in full. Party A is also responsible for promoting and recruiting students for the Articulation Arrangement.
- (2) Responsible for arranging Party A's staff members to implement the Articulation Arrangement.
- (3) Responsible for teaching and training of students in accordance with Stage 1 and ensuring the quality of the teaching for Stage 1.
- (4) Responsible for providing classrooms, instruments room, library and any other necessary facilities required for delivery of Stage 1 (including the Rinaldo Franci Courses). Responsible for complying with any reasonable requests from Party B concerning facilities and resources required to deliver the Rinaldo Franci Courses, at Party A's cost in all things.
- (5) Responsible for assisting Party B's staff members with Chinese visa application and, if appropriate, arranging Party B's staff teaching activities at Party A including curriculum development, teachers training, classroom observation, academic exchange and seminars etc. **Subject to Section 4, Party A shall pay Party B for the delivery of the Rinaldo Franci Courses.**
- (6) Responsible for awarding the certificate of graduation and the Bachelor of Music to students who successfully complete the Articulation Arrangement.



- (7) Responsible for not releasing information related to intellectual property rights to the media, making public announcements, nor publishing information without the written permission from Party B.
- (8) Responsible for paying the Fee to Party B in accordance with this Agreement. Responsible for paying all taxes, levies, fines Chinese government charges arising from activities under this Agreement.

### **3.2 Obligations of Party B**

- (1) Responsible for providing assistance in promoting and recruiting students for the Articulation Arrangement at Party A. Responsible for arranging Party B's staff members to be responsible for the implementation of the Rinaldo Franci Courses and Stage 2.
- (2) Responsible for arranging teachers to deliver the Rinaldo Franci Courses at Party A during Stage 1.
- (3) On request from Party A and after agreement between the parties, responsible for providing guidance and assistance to Party A for carrying out the first three years' degree plan and providing curriculum evaluation methods and standards for the evaluation of the Rinaldo Franci Courses.
- (4) Subject to Party B's policies and procedures, responsible for accepting students who meet the requirements in Section 2.2 of this Agreement into Party B's Bachelor of Music program. Responsible for providing eligible incoming students with such valid certification as may be required to obtain a visa. Responsible for providing on arrival assistance at Party B (including assistance with finding suitable accommodation), orientation and ongoing support service according to the standards applied to all students as required by Italian laws throughout the period of enrolment.
- (5) Responsible for teaching and training of students in accordance with the agreed upon Articulation Arrangement and ensuring the quality of the teaching for Stage 2.
- (6) Responsible for providing classrooms, instruments rooms, library and any other appropriate facilities for delivery of Stage 2.
- (7) Responsible for discussing with Party A course construction, renewing teaching content, improving teaching methods and promoting mutual development of the discipline on at least an annual basis.
- (8) Responsible for awarding the Bachelor of Music Design to students who have

completed the Articulation Arrangement. If students in the Articulation Arrangement meet the entry requirements and apply for a postgraduate coursework program in Party B's School of Music, consideration will be given to their admission provided that they meet the admission requirements for that programme.

- (9) Responsible for not releasing information related to intellectual property rights to the media, making public announcements, nor publishing information concerning the study program or students of the project without the written permission from Party A.

### **3.3 Obligations of Both Parties**

#### **(1) Insurances**

Each party must maintain at all times during the term of the Agreement all types of insurances required by law or this Agreement. No party can allow an act or omission which would make any policy of insurance void or unenforceable.

#### **(2) Infrastructure**

Each party shall provide such library, classroom and online facilities and support as are necessary, in the reasonable opinion of the parties or either of them, for delivering the Articulation Arrangement in accordance with this Agreement, having regard to the number of enrolled students, the curriculum to be delivered, the high standards of the Articulation Arrangement and the parties' reputations.

#### **(3) Compliance with Legislation**

- a) This Agreement shall comply with relevant laws and regulations of China and Italy.
- b) Each party warrants that its execution and performance of this Agreement does not violate or conflict with the legislation under which that party is formed.

## **SECTION 4: TEACHING OF THE COURSES**

- (1) Party B agrees to deliver the Rinaldo Franci Courses in each year of the Agreement as shown in the Curriculum Outline in the Schedule .
- (2) Party A agrees to pay Party B the Fee for the Rinaldo Franci Courses in accordance with the requirements of the Schedule .
- (3) Party A must provide to Party B sufficient information in relation to the delivery of the Rinaldo Franci Courses as is reasonably requested by Party B for the purpose of delivering the Rinaldo Franci Courses in accordance with the Agreement. Party A must provide to Party B sufficient resources to assist with classes, student assessment and other support reasonably requested by Party B.
- (4) Party B will have no liability to Party A whether in tort (including negligence),

equity or under statute for special indirect or consequential loss or damage under or in connection with the delivery of the Rinaldo Franci Courses, or for loss or damage in the nature of loss of profit, loss of opportunity, loss of business or analogous economic loss.

## **SECTION 5: JOINT MANAGEMENT COMMITTEE**

- (1) Party A and Party B will establish a management committee ('Joint Management Committee') to provide advice to both parties about the Articulation Arrangement, operational support for the running of the Articulation Agreement and to facilitate ongoing discussions regarding other cooperative activities.
- (2) The Joint Management Committee will comprise nine members, five members from Party A and four from Party B. Party A will ensure that at least one member from Party A is the Director for this Agreement and Party B will ensure that at least one member from Party B is the deputy Director for this Agreement.
- (3) Members will meet at least once a year at Party A or Party B (or through Video conference) and should discuss relevant issues with the other group.
- (4) The Joint Management Committee is responsible for (but not limited to) the following duties:
  - a. receiving an annual review report from the management members on the performance of the Agreement;
  - b. reviewing compliance of all aspects of the Articulation Arrangement with legal requirements for both parties;
  - c. reviewing student matters including enrolment, credits exchange and performance, specifically if the Articulation Arrangement is meeting the expected enrolment numbers for both Stage 1 and Stage 2.
- (5) The parties acknowledge that any discussions by the Joint Management Committee about students is subject at all times to both parties' Privacy Policy.
- (6) An agreed agenda shall form the basis of the conduct of all meetings.
- (7) Joint Management Committee meetings shall be convened and minuted on a rotation basis commencing with Party B. Minutes taken by the responsible party shall be provided to the other party who may seek amendment or clarification or otherwise confirm acceptance of the Minutes as a correct record of the relevant meeting.
- (8) All meetings will take place at a mutually agreed time having regard for legal and reporting requirements of jurisdiction, each party's academic calendar, academic

and other relevant activities (for example, examinations) and public holidays and any other relevant matter, and may occur in person, or by web or teleconference.

## SECTION 6: FINANCIAL MANAGEMENT

### 6.1 Tuition and other Fees

- (1) Tuition standard for Stage 1 in China will be determined and collected by Party A according to the education and teaching costs and will be carried out after being reported to and approved by Jiangsu Provincial Pricing Bureau. The tuition fee will be fixed for Stage 1. Tuition standard for students who will not continue the study in Stage 2 will be determined and collected by Party A according to the education and teaching costs and will be carried out after being reported to and approved by Jiangsu Provincial Pricing Bureau.
- (2) Stage 1 fees collected by Party A will be deposited into a special account for the Articulation Arrangement and will be earmarked for use by this Articulation Arrangement.
- (3) Party A will pay Party B the fee for the extra teaching cost of Rinaldo Franci Courses in Stage 1 (including expenses for teachers' lectures, international travelling, accommodation and teaching materials).
- (4) The parties acknowledge and agree that Party A may use the fees it collects (minus any required payments to Party B), in support of students who will not articulate to Party B.
- (5) Party B sets the tuition fees for the Stage 2 on an annual basis. Party B will advise Party A of the published fees on an annual basis and will collect and retain the tuition fees for students enrolled in Stage 2.
- (6) If Party B operates a refund policy, which is published on the Party B's website every year.
- (7) The parties acknowledge and agree that:
  - a) Students will be responsible for all tuition and other fees such as course materials fees or instruments use fees payable to Party B for Stage 2.
  - b) Students will be responsible for all other costs, beside enrolment and frequency fee including travel, accommodation, health insurance, textbooks, passport and visa costs and living expenses while studying at Party B.
  - c) The parties acknowledge and agree that these provisions do not prevent applications from students for scholarships from Party A or independent bodies, but that students can not be guaranteed that such scholarships will be available to them.

## **SECTION 7: STUDENT VISA AND HEALTH REQUIREMENTS**

- (1) The parties acknowledge and agree that:
- a) Each student must meet the requirements of Italian Shanghai General consult and will be responsible for obtaining a visa and other related documents for study at Party B. Party B gives no warranty that any student will be entitled to an appropriate visa, but Party B will provide eligible incoming students with such valid certification as may be required to obtain such a visa; and
  - b) All students from Party A are required by the Italian Government to purchase in advance the Italian Government approved Overseas Student Health Cover for the expected duration of their student visa in Italy, before applying for their student visa.

## **SECTION 8: INTELLECTUAL PROPERTY RIGHTS**

- (1) Each party shall be responsible for the teaching materials it is required to provide. Each party warrants that all the teaching materials used will:
- i. Be approved by academic processes in accordance with the powers granted to that party under their enabling legislation; and
  - ii. Not infringe any third party's intellectual property rights.
- (2) The intellectual property rights and teaching materials provided by Party A (Stage 1 excluding the Rinaldo Franci Courses) belong to Party A. The intellectual property rights and teaching materials provided by Party B (the Rinaldo Franci Courses and Stage 2) belong to Party B.
- (3) Neither party is to use, reproduce or otherwise infringe on the intellectual property rights of the other Party.
- (4) Matters not covered by this Agreement shall be settled by friendly negotiation between the two parties.

## **SECTION 9: CONFIDENTIALITY**

- (1) Each Party recognizes that under this Agreement it may receive trade secrets and/or confidential or proprietary information belonging to the other. Subject to the exclusions contained in paragraph (3) of this clause, all such information which is designated as confidential or which is otherwise clearly confidential in nature, whether oral or written, constitutes "Confidential Information".

- (2) The parties shall not, without the written consent of the other party, disclose any Confidential Information to any third party other than that for which it is supplied under this Agreement.
- (3) The following will not be Confidential Information for the purposes of this clause:
  - a) Information which is in, or which comes into, the public domain otherwise than by reason of breach of this Agreement or any other duty of confidentiality relating to that information;
  - b) Information obtained from a third party without that third party being under an obligation (express or implied) to keep the information confidential;
  - c) Information which is lawfully in the possession of the other party before the date of this Agreement and in respect of which that party is not under any existing obligation of confidentiality.
- (4) Each party will be permitted to disclose Confidential Information to the extent that it is required to do so:
  - a) to enable the disclosing party to perform its obligations under this Agreement;
  - b) by any applicable law or by a court, arbitral or administrative tribunal in the course of proceedings before it; or
  - c) by an regulatory body acting in the course of proceedings before it or any regulatory body acting in the course of its duties; or
  - d) for any necessary disclosure to professional advisers of that party.
- (5) The obligations in this clause survive the expiration or termination of this Agreement for a period of three (3) years or, in respect of any particular item of Confidential Information, until such earlier time as that item of Confidential Information reaches the public domain otherwise than by reason of a breach of this Agreement or of any other duty of confidentiality relating to that information.

#### **SECTION 10: NON-EXCLUSIVITY**

This Agreement does not exclude either Party from entering into any similar arrangement with any other Party in any jurisdiction.

#### **SECTION 11: INDEMNITY**

- (1) Party A agrees to indemnify and keep indemnified Party B against Loss or Liability suffered or incurred by Party B in any way relating to, or arising out of, or in connection with:

- a) A breach of any of Party A's obligations as set out in section 3.1;
  - b) Any negligent or willful act or omission of Party A or its employees, agents or contractors (other than Party B) in relation to this Agreement; and
  - c) The injury or death of any person and any loss of or damage to Party B or third party property real or personal caused or contributed to by the negligence of Party A.
- (2) Party A's liability to indemnify Party B shall be reduced proportionately to the extent that any negligent act or negligent omission of Party B or its employees or agents contributed to the Loss or Liability.
- (3) This Section 12 survives the expiry or termination of this Agreement.
- (4) It is not necessary for a party to incur expense or make a payment before enforcing the indemnity under Section 13.

## **SECTION 12: DURATION, MODIFICATIONS, AND TERMINATION**

### **12.1 Term**

- (1) This Agreement commences on 1 January 2019 ('Commencement Date') but is not effective unless approval of the Arrangement by the Ministry of Education and Party B has been obtained. Unless otherwise terminated in accordance with the provisions of this Agreement, the Agreement continues for a period of eight years from the Commencement Date. Enrollment will be carried out once the Articulation Arrangement is formally approved by the supervising authority (Ministry of Education) for the first five years of the Agreement.
- (2) Both parties will carry out a review of the Agreement six months prior to its expiration to decide whether to renew the Agreement.

### **12.2 Amendment**

With the written consent of both parties, this Agreement may be modified. Any revisions to the Agreement will require the approval of both parties' board of directors or related organization of leaders.

### **12.3 Termination for Convenience**

Either party may terminate this Agreement by giving the other party no less than twelve (12) months advanced written notice.

### **12.4 Termination for Breach of the Agreement**

- (1) If a party is in material breach of this Agreement, the non-breaching party may issue a notice to the party in breach, specifying the breach and requiring its

remedy within 60 days from the date of receipt of the notice.

- (2) If the breach is not remedied within the 60 day period, the non-breaching party may terminate this Agreement with immediate effect.
- (3) A material breach of this Agreement means:
  - a) a party becomes insolvent or unable to pay its debts as and when they become due,
  - b) an order is made or a resolution is passed for the winding up of a party (other than voluntarily for the purpose of solvent amalgamation or reconstruction),
  - c) a liquidator, administrator, administrative receiver, receiver or trustee is appointed in respect of the whole or any part of a party's assets or business,
  - d) a party makes any composition with its creditors,
  - e) a party ceases to continue its business, or
  - f) as a result of debt and/or maladministration a party takes or suffers any similar or analogous action;
  - g) a party engages in improper behavior or violate the interests of the students in the Articulation Arrangement or violates the laws and regulation between the two countries;
  - h) a party fails to comply with Sections 3, 9 or Schedule III of this Agreement;
  - i) a party fails to obtain, or maintain any license or approval required for the implementation of the Articulation Arrangement and this Agreement;
  - j) Party A fails to pay any or all taxes, levies, fines or charges on behalf of Party B as and when they fall due;
  - k) a party fails to make a payment required to be made under this Agreement.
- (4) In the event that either party terminates or both parties agree to terminate this Agreement, no more students will be recruited into the Articulation Arrangement. Students who have successfully completed Stage 1 at the date of termination and who meet Party B's entry requirements may articulate to Party B to complete Stage 2.

### **12.5 Consequences of Termination**

- (1) If this Agreement is terminated under clause 13.3, Party A shall pay Party B a fair and reasonable fee for the UA Courses delivered up to and including the date of termination together with payment of any costs and expenses reasonably incurred by Party B to that date. Party B shall submit a payment claim for the fee up to the date of termination in accordance with the requirements in Schedule II.
- (2) If this Agreement is terminated pursuant to clause 13.4 the rights and liabilities of the parties shall be the same as they would have been at common law had the defaulting party repudiated this Agreement and the other party had elected to treat this Agreement as at an end and recover damages.



- (3) On termination of this Agreement, the parties shall promptly return to each other documents and other information in whatever form provided to the other party.
- (4) Unless otherwise provided and agreed, any license to use Party B's names or logos ceases automatically on the termination or expiry of this Agreement.
- (5) Termination or expiry of this Agreement does not affect the other accrued rights of the parties as at the date of termination or expiry.

### **SECTION 13: DISPUTES**

- (1) Differences of opinion, disputes and conflicts which may arise during the execution of this agreement should be referred to the Joint Management Committee of Section 5 of this Agreement and the parties should work hard and try to solve the issues through negotiation.
- (2) If these negotiations are not effective, the dispute will be referred to the municipal or provincial arbitration committee in the country of Party A. If the decision of the arbitration can not be accepted, the dispute will be submitted to the people's courts in the country of Party A and settled according to the law of the People's Republic of China.

### **SECTION 14: MISCELLANEOUS**

#### **14.1 No Waiver of Rights**

A party waives a right under this Agreement only by written notice that it waives that right. A waiver is limited to the specific instance to which it relates and to the specific purpose for which it is given.

#### **14.2 Severance of Provisions**

If a provision of this Agreement would, but for this clause, be unenforceable:

- a) the provision will be read down to the extent necessary to avoid that result; and
- b) if the provision cannot be read down to that extent, it will be severed without affecting the validity and enforceability of the remainder of this Agreement.

#### **14.3 About This Agreement**

- (1) This Agreement records the entire agreement between the parties as to its subject matter. The technical details of mutual recognition of credits refer to the annex to this Agreement.
- (2) Subject to clause 2.4, this Agreement may be amended only by written agreement of all parties.

- (3) The Agreement is in sextuplicate, with English and Chinese versions, holding equal legal effect. Each party signing the agreement will possess three copies in each language.

#### **14.4 Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the country of the party responding to the dispute (the defendant).

#### **14.5 Relationship of the Parties**

Nothing in this Agreement is to be treated as creating a partnership, trust or relationship of employment and no party may act as agent of a party or in any way bind another Party to any obligation.

#### **14.6 Force Majeure**

If either party is unable to perform any or all of its obligations under this agreement due to event(s) that is/are beyond control, such as: earthquake, typhoon fire, war, or other unpredictable, unavoidable nor irresistible one(s), the other party shall be relieved of its obligations under this Agreement. The party must inform the other party of the event in a written notice in no time delay and take an obligation or liability to assist the other party with a proper handling of matters relating to the event.

#### **14.7 Notices**

1. Any notice to be given under this Agreement shall be sent by fax and confirmed by mail to the addresses and the Legal Representative given at the start of this Agreement or such alternative addresses as either Party may intimate in writing to the other.

#### **14.8 Definitions**

- (1) **Academic Entry Requirement** means the academic pre-requisite for Stage 2 as set out in the Schedule .
- (2) **Credit** means the credit that is granted towards Party B's Bachelor of Music in accordance with the Schedule .
- (3) **Fee** means the fee payable by Party A to Party B for preparation and delivery of the Rinaldo Franci Courses.
- (4) **Legal Representative** means the person named for each party in this Agreement.
- (5) **Liability** means any cost, expense, damage or other liability or indebtedness, present or future, contingent or actual, and includes indebtedness for payment of any tax, fine or levy.
- (6) **Loss** means any cost, expense, loss or damage (including legal costs on an indemnity basis).
- (7) **Ministry of Education** means the Ministry of Education of the People's Republic of China.

- (8) **Articulation Arrangement** means the collaborative articulation established under this Agreement comprising Stage 1 and Stage 2.
- (9) **Stage 1** means studies undertaken at Party A. Studies will be delivered by both Party A and Party B. Curriculum will be that of Party A. Party B will offer credit for these studies.
- (10) **Stage 2** means studies undertaken at Party B. Studies will be delivered by Party B. Curriculum will be that of Party B.
- (11) **Rinaldo Franci Courses** means tuition developed and delivered by Party B as set out in the Schedule .

#### **14.9 Interpretation**

- (1) In this Agreement, unless a contrary intention appears:
  - a) words or expressions importing the singular include the plural and vice versa;
  - b) a provision of this Agreement shall not be construed to the disadvantage of a Party merely because that Party was responsible for the preparation of this Agreement or the inclusion of the provision in this Agreement;
  - c) a reference to this Agreement or another document includes that document as amended, varied, novated, supplemented or replaced from time to time;
  - d) a reference to legislation or a provision of legislation includes all regulations, orders or instruments issued under the legislation or provision and any modification, consolidation, amendment, re-enactment, replacement or codification of such legislation or provision;
  - e) any recitals, schedule or annexure form part of this Agreement and have effect as if set out in full in the body of this Agreement; and
  - f) where an act would be required to be done, or a time limit or period would expire, on a day which is not a Business Day, the act must be done, or the limit or period will expire, on the following Business Day.

**Party A**

**Legal Representative Signature**

**(or authorized representative signature):**

Nantong University

**(Seal)**

**Date:**

**Party B**

**Legal Representative Signature**

**(or authorized representative signature):**



**Istituto Superiore di Studi Musicali "Rinaldo Franci"**

**(Seal)**



**Date:** 09/10/2018

### Schedule I ACADEMIC ENTRY REQUIREMENT FOR STAGE 2

The academic entry requirements for Stage 2 and the corresponding Credit is set out in the table below.

The requirement of this program in NTU	The requirement of administration for the stage 2 by Franci	Credits reward in Rinaldo Franci
The credits can reach the level of bachelors degree issued by NTU	Finish the courses which supplied by Rinaldo Franci. The GPA higher than other 50% students in the program  Western Music History and Appreciation of Masterpieces  Solfeggiolll  COTP/03 : Piano II  CODI/23 : Singing II  CODI/25:Chamber Repertoire II  Basic Harmony II  Musical Aesthetics Foundation  Chinese Folk Music  Piano Improvisatory Accompaniment II  Chorus & Conduction II	Students will have 88 credits in Rinaldo Franci when finish stage 1 in NTU  COTP/06: Ear Training I COTP/01: Harmony I COTP/03: Piano I CODM/04:History of Music I COMI/01: Choir I CODI/23: Singing I CODI/24:Chamber Repertoire I CORS/01:Gesture and stage movement. CODM/07:Musical Dramaturgy I CODI/25:Vocal repertoire I  COTP/06: Ear Training II COTP/01: Harmony II COTP/03: Piano II CODM/04:History of Music II COMI/01: Choir II CODI/23: Singing II CODI/24:Chamber Repertoire II CORS/01:Gesture and stage movement.II CODM/07:Musical Dramaturgy II CODI/25:Vocal repertoire II

Rinaldo Franci Courses: Curriculum outline for Courses to be taught by  
Party B at Party A during Stage 1.

NO	Semester	Title of course	Total hours	Credits in NTU
26	2	Piano II ( COTP/03 : Piano I )	16	1
27	2	Vocal II( CODI/23 :Singing I )	16	1
28	2	Instruments performance II ( CODI/25:Chamber Repertoire I )	16	1
49	4	Piano IV( COTP/03 :Piano II )	16	1
50	4	Vocal IV ( CODI/23 : Singing II )	16	1
51	4	Instruments performance IV ( CODI/25:Chamber Repertoire II )	16	1
54	4	Piano Improvisatory Accompaniment COTP/03: PianoII	32	1.5
55	4	Chorus & Conductio I CODI/23: Singing II	32	1.5
68	6	Piano performanceII ( CODI/21 : Piano III )	32	2

68	6	Vocal performanceII ( CODI/23 :Singing III )	32	2
68	6	Instruments performance. I I ( COMI/03:Chamber Music )	32	2

## Complete curriculum outline for the agreement (stage 1 and stage 2)

NO	Se me ster	Course	Typ e	Plac e to Tea ch	Course s introdu ce By Franci	Profe ssion al Core Course	Tau ght- by Fra nci	Total hours	Lec ture	Practi ce	Cr edi t
1-3	1	Chinese culture	G	NT				96	96	0	6
4		Situation and policy	G	NT				32	32	0	2
5		Moral Cultivation	G	NT				48	32	16	3
6		The General history	G	NT				32	28	4	2
7		College English (I)	G	NT				48	48	0	3
8		Standard Italian language	P	NT	●			48	48	0	3
9		Physical (I)	G	NT				36	0	36	1
10		University Information Technology Foundation ( I )	G	NT				64	32	32	3
11		Military Training	G	NT				2 weeks	0	2 week s	2
12		Professional Introduction and Ethics	P	NT				16	16	0	1

13		Basic Music Theory I	P	NT				32	32	0	2
14		Solfeggio I	P	NT				32	32	0	2
15		Piano I	P	NT	●	◆		16	16	0	1
16		Vocal I	P	NT	●	◆		16	16	0	1
17		Instrumental Performance I	P	NT	●	◆		16	16	0	1
18		Physical Training and Dance Foundation(1)	P	NT				32	32	0	2
19		Interdiction to the Principle of Marxism	G	NT				48	32	16	3
20		College English (II)	G	NT				56	48	8	3
21		Stranded Italian language	P	NT	●			48	48	0	3
22		Physical Education(II)	G	NT				36	0	36	1
23		Psychological Education	G	NT				32	16	16	1.5
24	2	Overview of Probity Education	G	NT				18	9	9	0.5
25		College Chinese	G	NT				32	32	0	2
26		Basic Music Theory II	P	NT				32	32	0	2
27		Solfeggio II	P	NT	●	◆		32	32	0	2
28		COTP/03 : Piano I	P	NT	●	◆	▲	16	16	0	1
29		CODI/23 : Singing I	P	NT	●	◆	▲	16	16	0	1
30		CODI/25:Chamber Repertoire I	P	NT	●	◆	▲	16	16	0	1
31		Physical Training and Dance Foundation II	P	NT				32	32	0	2
32		Western Music History and Appreciation of Masterpieces	P	NT		◆		48	48	0	3
33		Mao Zedong Thought and Theoretical system of Chinese Socialism I	G	NT				64	48	16	4
34	3	English (III)	G	NT				56	48	8	3
35		Standard Italian language	P	NT	●			48	48	0	3
36		Physical (III)	G	NT				36	0	36	1



37		Practice Mao Zedong Thought and Theoretical system of Chinese Socialism	G	NT				3 weeks	0	3 weeks	2
38		College students career Development and education on Innovation and Entrepreneurship I	G	NT				32	16	16	1.5
39		Traditional Instruments Orchestra Rehearsal	P	NT				1 week	0	1 Week	1
40		Dance Troupe Rehearsal	P	NT				1 week	0	1 week	1
41		Vocal and Piano Accompany Ensemble	P	NT				1 week	0	1 Week	1
42		Solfeggio III	P	NT	●	◆		32	32	0	2
43		Piano III	P	NT	●	◆		16	16	0	1
44		Vocal III	P	NT	●	◆		16	16	0	1
45		Instrumental Performance III	P	NT	●	◆		16	16	0	1
46		Basic Harmony I	P	NT				32	32	0	2
47		Foreign Music History and Masterpieces Appreciation	P	NT				48	48	0	3
48		Professional Probation I	P	NT				1 week	0	1 Week	1
49	4	College English (IV)	G	NT				48	48	0	3
50		Standard Italian language	P	NT	●			48	48	0	3
51		Physical Education (IV)	G	NT				36	0	36	1
52		Literature Information Retrieval	G	NT				24	12	12	1
53		COTP/03 : Piano II	G	NT	●	◆	▲	16	16	0	1
54		CODI/23 : Singing II	P	NT	●	◆	▲	16	16	0	1
55		CODI/25:Chamber Repertoire II	P	NT	●	◆	▲	16	16	0	1
56		Basic Harmony II	P	NT	●	◆		32	32	0	2
57		Musical Aesthetics	P	NT				32	32	0	2

		Foundation									
58		COTP/03 : PianoII	P	NT	●	◆	▲	32	16	16	1.5
59		CODI/23 : Singing II	P	NT	●	◆	▲	32	16	16	1.5
60		Chinese Folk Music	P	NT		◆		32	32	0	2
61		Professional Probation II	P	NT				1 week	0	1 week	1
62		Military Theory	G	NT				36	36	0	2
63		Standard Italian language	P	NT	●			48	48	0	3
64		Psychology of Musical Education	P	NT				32	32	0	2
65		Middle School Music Curriculum Standard and Teaching Material Research	P	NT				18	10	8	1
66	5	Introduction to Art	P	NT				32	32	0	2
67		Music Teaching Case Analysis	P	NT				32	32	0	2
68		Piano Improvisatory Accompaniment II	P	NT	●	◆		32	16	16	1.5
69		Foreign Folk Music	P	NT				32	32	0	2
70		Chorus & Conduction II	P	NT	●	◆		32	16	16	1.5
71		Musical Forms and Works Analysis	P	NT	●	◆		32	32	0	2
72		Stage Practice I	P	NT	●	◆		1 week	0	1 Week	1
73		Vocal Performance I	P	NT	●	◆		32	32	0	2
73		Piano Performance I	P	NT	●	◆		32	32	0	2
73		Instrumental Performance (improvement) I	P	NT	●	◆		32	32	0	2
74		Vocal Masterpieces and Singing Appreciation	P	NT	●	◆		32	32	0	2
74		Piano Ensemble	P	NT	●			32	32	0	2
74		Band Rehearsal I	P	NT				32	32	0	2
75		Choir Arrangement	P	NT				32	32	0	2

		and Training									
75		Piano Masterpieces and Performance Appreciation	P	NT	●			32	32	0	2
75		Chinese Instrumental Music Masterpiece Appreciation	P	NT				32	32	0	2
76		Selected Readings of Professional Musical Literature	P	NT				32	32	0	2
77		College students career Development and education on Innovation and Entrepreneurship II	G	NT				18	12	6	1
78		Standard Italian language	P	NT	●			48	48	0	3
79		Instructional Design of Middle School Music Subject	P	NT				72	36	36	3
80	6	Music Literature Retrieval and Thesis Writing	P	NT				32	32	0	2
81		Stage Practice II	P	NT				1 week	0	1 week	1
82		CODI/23 : Singing III	P	NT	●	◆	▲	32	32	0	2
82		CODI/21 : Piano III	P	NT	●	◆	▲	32	32	0	2
82		COMI/03:Chamber Music	P	NT	●	◆	▲	32	32	0	2
83		Vocal Pedagogy	P	NT				32	32	0	2
84		Harmony COTP/1	P	SI		◆	▲	50	15	35	2
85		Singing CODI/23	P	SI		◆	▲	500	30	470	20
85	7	Or piano COD I/21	P	SI		◆	▲	600	40	560	24
85		Or Instruments CODI/22	P	SI		◆	▲	550	50	500	22
86		Direction of music theater CORS/01	P	SI			▲	150	25	125	6

86		Or Piano Accompainment CODI/25	P	SI		▲	50	15	35	2
86		Or Instruments Performance CODI/26	P	SI		▲	100	25	75	4
87		Chamber music COMI/03	P	SI		▲	95	15	80	3
88		History of music theater CODM/07	P	SI		▲	75	25	50	3
89		Vocal repertoire CODI/25	P	SI		▲	75	15	60	3
90		Analysis of composition CODC/01	P	SI		▲	50	15	35	2
91		Computer Music writing COME/05	P	SI		▲	75	25	50	2
92	8	Language CODL/02	P	SI		▲	125	35	90	5
92		Final Exam	P	SI		▲	0	0	0	10
Total							3381+ 12wee ks	19 75	1406	37 0.5

Remarks: ●stands for 36 Courses introduced by Rinaldo Franci; ◆ stands for 33 Professional core Courses; ▲ stands for 25 Professional courses taught by Rinaldo Franci.