

山东体育学院和奥克兰理工大学

SHANDONG SPORT UNIVERSITY AND
AUCKLAND UNIVERSITY OF
TECHNOLOGY

培训服务协议

TRAINING SERVICE AGREEMENT

日期: 2017 年 12 月 04 日

Date: 4 December 2017

甲方: 山东体育学院

**PARTY A: SHANDONG SPORTS
UNIVERSITY**

地址: 中国山东省济南市世纪大道 10600 号
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Shandong, China.
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代表人: 毛莉虹
山东体育学院副院长
邮箱: 2890765352@qq.com

Representative: Mao Lihong
Vice President
Shandong Sport university
Email: 2890765352@qq.com

乙方: 奥克兰理工大学

**PARTY B: AUCKLAND UNIVERSITY OF
TECHNOLOGY**

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Auckland University of Technology, Private Bag
92006, Auckland 1142 New Zealand

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代表人: Nigel Hemmington 教授
职务: 主管国际事务副校长

Representative: Professor Nigel Hemmington
Title: Pro Vice-Chancellor, International
Beneficiary name: Auckland University of
Technology

收款人: 奥克兰理工大学
账号: 010102-0014577-000
银行: ANZ BANK
分行: Cnr Queen & Victoria Sts, Auckland
Swift 代码: ANZBNZ22

Bank account: 010102-0014577-000
Name of the bank: ANZ BANK
Branch: Cnr Queen & Victoria Sts,
Auckland
Swiftcode: ANZBNZ22

甲乙双方根据双方的需求和能力同意签署《培训服务协议》(以下简称协议), 具体条款如下:

Based on the needs and capability of two sides, we agree to sign the *Training Service Agreement* (shall be referred as a "Agreement") with the specific articles as follows:

第一条 协议内容

Article 1. CONTENT OF THE AGREEMENT

甲方委托乙方派三名有经验的教师到中国济南市为甲方的 90 名学员提供三个培训课程, 题目分别是: “运动生理学; 运动表现分析; 力量与调节”, 具体内容如下:

Party B shall be appointed to send 03 experienced lecturers to deliver three training courses for a total of 90 people from party A with the subjects of "Sports Physiology, Sport Performance Analysis, Strength & Conditioning" in Jinan, China specifically as follows:

1.1. 培训内容: 提供以上所述专题以及培训项目中所约定的课题的基础培训课程。

1.1. *Training Content*: Offering a fundamental training programme on the above-mentioned subjects, including topics that are specified in the Programme.

1.2. 培训期限: 2017 年 12 月 4 日至 2018 年 7 月 17 日。

1.2. *Training Period*: Start from 4th December 2017 to 17th July 2018.

1.3. 培训地点: 中国山东省济南市

1.3. *Training Location*: Jinan, Shandong, China

第二条 甲方责任

Article 2. RESPONSIBILITIES OF PARTY A

2.1. 为确保乙方设置的课程恰当合理, 课程达到目的和效果, 应清晰准确地为乙方提供课程的主要内容和相关信息。

2.1. Provide party B clearly and correctly with main contents of the course and related information to ensure an appropriate program be designed, ensuring the objectives and effectivity of the course.

2.2. 负责协议约定的所有费用, 根据中国法律规定及时支付协议支付条款中规定的款项。

2.2. Responsible for all expenses as agreed in the contract. And shall make the prompt payment in accordance with the payment schedule set forth in the agreement in accordance

- 2.3. 保证提供合适的培训场地，配备充足的照明，水，电，麦克风，液晶显示屏，投影仪及电脑等设施。
- 2.4. 负责安排培训老师在培训期间的接机和当地旅行的交通工具。
- 2.5. 负责为学员复印翻译好的资料和讲义。

第三条 乙方责任

遵照中国法律法规以及新西兰法律，乙方拥有以下责任和权力：

- 3.1. 按照协议第一条所述的培训专题设置培训课程。
- 3.2. Matt Wood 先生，Kirsten Spencer 博士和 Kevin Sheehy 先生被指定为本次培训课程的培训教师。
- 3.3. 于2017年10月31日前为甲方提供教材（讲义、演示稿等），以方便甲方安排人员为学员翻译成中文。
- 3.4. 如有任何其它问题发生，按照与甲方的合作协议解决。
- 3.5. 为通过培训的学员颁发证书。
- 3.6. 为甲方开具一份培训课程付款发票。
- 3.7. 按照新西兰的法律负责交纳税款及其它费用。

with Chinese regulations.

- 2.3. Ensure the appropriate training location equipped with full light, water, electricity, microphones, LCD, projectors, computers etc;
- 2.4. Arrange transport to pick up lecturers from the airport and travel locally during the course.
- 2.5 Responsible for all the translation and material photocopy for the trainees.

Article 3. RESPONSIBILITIES OF PARTY B

Compliance with the Laws of China and the Laws of New Zealand, Party B shall have the following responsibilities and rights:

- 3.1. Design a course with the subject as mentioned in Article 1;
- 3.2. Mr Matt Wood, Dr Kirsten Spencer and Kevin Sheehy are assigned to be the three lecturers providing the training for courses: Sport Physiology, Strength & Conditioning and Performance Analysis.
- 3.3. Provide lecture materials for Party A (lectures, presentations...) before 31/10/2017 for Party A to organize the translation of materials into Chinese for the trainees.
- 3.4. Resolve all arisen additional issues, if happened according to the agreement basing on the cooperation with party A.
- 3.5. Issue certificates for all delegates that pass the training.
- 3.6. Provide an invoice of the training course to Party A;
- 3.7. Take responsibility to pay tax and other fees according to New Zealand law.

第四条 培训服务费及支付时间

a. 甲方应付给乙方的三个培训课程的协议总价为 30735 纽币（叁万零柒百叁拾伍纽币），相当于 24281 美元。

总价包含课程，教师，客座讲演人和实地考察费用。

含税款和其它服务费。

b. 甲方除以上应付给乙方的费用外，应负责以下安排：

培训期间（培训如果进行）的国际机票，住宿，培训场地，就餐和庆祝活动，现场参观（如有的话），国内交通，包括机场接送，酒店到培训地的交通，培训资料的翻译和复印，以及雇用口译人员。

4.2. 付款时间表

甲方同意，以纽币形式将 4a 条款中费用的按照以下时间支付到乙方指定的银行账号（转账费用由甲方承担）。

2017 年 12 月第一次课程结束后支付 10,245 纽币。2018 年 7 月第二次课程结束后支付 20,490 纽币。

第五条 知识产权

5.1. 乙方或其所在的学部（视情况而定）拥有奥克兰理工大学体育和休闲运动学院的包括但不限于课程名称，课程大纲，课程内容和课程资

Article 4. TRAINING SERVICE FEES AND PAYMENT SCHEDULE

a. The total contract amount for the three groups that Party A has to pay for Party B is NZD30,735 (In words: Thirty thousand, seven hundred and thirty five New Zealand dollars). This fee is equivalent to USD 24,281.

This total amount includes Programme fee, Academic Staff, Guest Speakers, Site Visits. Tax and other service charges are included.

b. Party A will be responsible for the following arrangement apart from the cost above paid to Party B: International flights, accommodation, training venue, catering and function during the training (if any), field trips (if any), domestic transportation including airport transfers and transfer from hotel to the training venue, translation and duplicating of materials, interpreter hire

4.2. Payment Schedule

Party A agrees to pay for Party B *in NZ Dollars* as quoted in Article 4a to the Party B's account mentioned above (*money transfer fee paid by party A*). The payment schedule is showed as below:

Party A agrees to pay Party B 10,245 NZD after the first course delivery in December 2017, and pay NZD 20,490 to Party B in July 2018 after the third course delivery.

Article 5. INTELLECTUAL PROPERTY

5.1. Party B or its faculties, as the case may be, owns all right, title and interest including all intellectual property rights in the AUT School of Sport & Recreation including but not limited to the

料的所有权利，所有权和利益以及所有的知识产权。

5.2. 尽管存在前述规定，甲方和乙方提供给乙方并纳入到奥克兰理工大学体育和休闲运动学院的任何专利或保密性资料，无论哪一方拥有所涉及资料的初始权，仍分别是甲方和乙方的唯一财产。

第六条 责任限额

任何一方均不对另一方承担因不可抗力导致的任何特殊、直接、间接或其它继起损害责任。

损害赔偿的总累计责任（如有的话）绝不超过根据本协议支付的款项总额。上述责任限额不适用任何一方造成的以下类型的损害：(a) 身体损伤（包括死亡）或者 (b) 不动产或个人无形资产。

第七条 保密性

除经甲乙双方提前书面同意而必须披露外，双方之间的通信，信息，材料和协议都被视作具有专有的保密性质，双方应对其严格保守秘密。

第八条 争议的解决

course title, course outline, course content and materials.

5.2. Notwithstanding the foregoing, any proprietary or confidential information provided by Party A and Party B to Party B, and incorporated into the AUT School of Sport & Recreation remains the sole property of Party A and Party B respectively depending on whoever originated the material in question.

Article 6. LIMITATION OF LIABILITY

Neither party is liable to the other for any special, indirect, direct or consequential damages in case of force majeure.

Either party's total cumulative liability, if any, to the other party for damages arising out of or in connection with the Agreement in no event exceeds the total amount paid under this Agreement. The foregoing limitation of liability does not apply to the following types of damages caused by either party: (a) bodily injury (including death) or (b) damage to real or personal intangible property.

Article 7. CONFIDENTIALITY

All communications, information, materials, and Agreements between Party A, Party B are deemed to be of proprietary nature and are to be kept by the Parties in strict confidence unless that will be disclosed upon written pre-approval of the other Party hereto.

Article 8. SETTLEMENT OF DISPUTE

Any dispute arising relating to this Agreement shall firstly be settled by amicable negotiations

双方因执行本协议所发生的一切争议应首先通过友好协商解决。经协商未能达成和解时，任何一方均可将争议提交新西兰主管法院解决。

第九条. 协议的有效性

本协议自双方签署协议日开始生效。

本协议如无其它争议，将在协议阐述的服务完成后五天内终止。

第十条 协议副本

本协议及附件以中英文两种文字写成，一式六份，每份具有同等效力，甲方持四份，乙方持两份。

甲乙双方经仔细修改协议内容后，在上述日期签署本协议。

甲方代表人

毛莉虹
副校长



乙方代表人

Nigel Hemmington 教授
国际事务副校长



between the Parties. In failure to reach the settlement through negotiation, either Party may refer the dispute to the competent Court of New Zealand Justice for settlement.

Article 9: VALIDITY OF THIS AGREEMENT

This Agreement shall be effective once it is signed by 2 parties.

This Agreement shall be terminated in 5 days after the services mentioned in this Agreement are completed without any arising dispute.

Article 10. COUNTERPARTS

This Agreement and attached annexes are made in bilingual version (English and Chinese) and is made in six (06) original copies with equally authentic. Party A shall keep four (04) copies; Party B shall keep two (02) copies.

After closely revising the content of the agreement, the Parties hereto sign on this Agreement on the date first written above.

REPRESENTATIVE OF PARTY A

Mao Lihong
Vice President
Shandong Sport University

REPRESENTATIVE OF PARTY B

Professor Nigel Hemmington
Pro Vice Chancellor, International

——社区心理学

一、合作单位

济南市幸福人生心理健康服务中心

二、授课教师简介

主讲教师：董静，济南市幸福人生心理健康服务中心主任，国家二级心理咨询师，在社区心理援助和咨询方面有大量的实践工作和突出贡献。

辅助教师：许昭，运动心理学博士，副教授，山东省备战“两运”夺金运动员心理调控与心理咨询科技攻关组成员。自 2006 年以来，为我省备战奥运会、全运会田径队、射箭队、沙排队、皮划艇队、帆船帆板队、游泳队、举摔柔队提供心理干预、临场心理支持服务，受到教练员、运动员一致好评，为我省运动员在奥运会和全运会重大比赛中取得优异成绩做出了贡献。

三、课程主要内容

社区心理工作中需要用到的相关心理知识，沙盘游戏在亲子关系训练、家庭治疗、个案咨询、青少年团体训练等方面具体开展过程和注意事项等。

四、课程学时

4 学时。

五、授课情景





共建课程

——心理学在射箭中的应用

一、合作单位

山东省体育运动学校射箭队

二、授课教师简介

主讲教师：南凯军，全国冠军，全国运动健将，现任山东省体育运动学校担任射箭男女队总教练。1996 年开始从事练习射箭项目训练，作为运动员，参加过第九第十第十一届共三届全运会，2008 年入选国家队。2012 年退役，开始担任山东省体育运动学校教练员，带领队员获得第十二届全运会射箭个人冠军。

辅助教师：许昭，运动心理学博士，副教授，山东省备战“两运”夺金运动员心理调控与心理咨询科技攻关组成员。自 2006 年以来，为我省备战奥运会、全运会田径队、射箭队、沙排队、皮划艇队、帆船帆板队、游泳队、举摔柔队提供心理干预、临场心理支持服务，受到教练员、运动员一致好评，为我省运动员在奥运会和全运会重大比赛中取得优异成绩做出了贡献。

三、课程主要内容

射箭的基本知识和中国射箭发展现状，射箭的基本要领，心理学在射箭中的应用，参与射箭体验等。

四、课程学时 4 学时。

五、授课情景

