

DELIBERATION CFVU-039-2021

Vu le code de l'éducation, notamment ses articles L.123-1 à L.123-9, L.712-6-1 et L.719-7 ;

Vu le décret 71-871 du 25 octobre 1971 portant création de l'Université d'Angers ;

Vu les statuts et règlements de l'Université d'Angers, tels que modifiés le 24 septembre 2020 ;

Vu les convocations envoyées aux membres de la Commission de la Formation et de la Vie Universitaire le 07 juin 2021,

Objet de la délibération : Convention du DU « Executive MBA »

La commission de la formation et de la vie universitaire réunie le 14 juin 2021 en formation plénière, le quorum étant atteint, arrête :

La convention est approuvée.

Cette décision est adoptée à l'unanimité avec 28 voix pour.

Christian ROBLEDO
Président *de l'Université d'Angers*

La présente décision est exécutoire immédiatement ou après transmission au Rectorat si elle revêt un caractère réglementaire. Elle pourra faire l'objet d'un recours administratif préalable auprès du Président de l'Université dans un délai de deux mois à compter de sa publication ou de sa transmission au Rectorat suivant qu'il s'agisse ou non d'une décision à caractère réglementaire. Conformément aux articles R421-1 et R421-2 du code de justice administrative, en cas de refus ou du rejet implicite consécutif au silence de ce dernier durant deux mois, ladite décision pourra faire l'objet d'un recours auprès du tribunal administratif de Nantes dans le délai de deux mois. Passé ce délai, elle sera reconnue définitive. La juridiction administrative peut être saisie par voie postale (Tribunal administratif de Nantes, 6 allée de l'Île-Gloriette, 44041 Nantes Cedex) mais également par l'application « Télérecours Citoyen » accessible à partir du site Internet www.telerecours.fr

Affiché et mis en ligne le : 24 juin 2021

COOPERATION AGREEMENT RELATED TO THE GRADUATION IN RELOCATED DEGREE EMBA PROGRAMS BETWEEN IAE ANGERS – ECOLE UNIVERSITAIRE DE MANAGEMENT OF THE UNIVERSITY OF ANGERS AND CHINA EUROPE INSTITUTE OF BUSINESS AND ADMINISTRATION LTD

Angers, May 10, 2021

BY AND BETWEEN

For one party, Mr Christian Roblédo, President of the University of Angers, with head offices at 40 rue de Rennes – BP 73532 – Angers cedex 01, France, acting in the name and on behalf of IAE Angers – University School of Management, represented by its director, Mr François Pantin, hereinafter referred to as the IAE.

For the other party, Mr Raphael Lissillour, on behalf of China Europe Institute of Business and Administration Ltd (hereinafter referred to as the Chinese Side) with head offices at Unit 402. 4/F Fairmont House, No 8 Cotton Tree Drive Admiralty, Hong Kong with Registration Number: 70717974-00 0- 05 -1 9 – 1.

IAE and the Chinese side are hereinafter collectively referred to as the “Parties”.

HEREBY DECLARE

I. That the IAE, instituted in January 1, 2020, seeks to ensure, develop and promote higher education and research in the field of Management Sciences.

II. The Chinese side, CEIBA Business School, instituted in 2019, by virtue of the Business Registration Ordinance (Chapter 310) and under the companies’ ordinance (Chapter 622) of the laws of Hong Kong, as a limited company with educational purpose. CEIBA Business School, has among its purposes, knowledge and experience sharing, executive training, cultural exchange between Asia and China, academic research.

III. That to enhance their activities in their respective fields, both institutions consider it necessary to carry out collaborative initiatives in the fields of teaching.

Therefore, they have signed this framework collaboration agreement, which is governed by the following:

CLAUSES

First. Aim

1.The aim of this agreement is to establish a framework for collaboration between IAE and Chinese side to jointly operate and deliver in China the Executive Master of Business and Administration (EMBA).

2. Both Parties are to cooperate with goodwill and flexibility in order to operate the said program smoothly and in a way that is in accordance with the highest quality standard in tertiary education and with the IAE's Regulations for university degree programmes.

3. The Parties enter into this Agreement to define the conditions under which they will co-establish the programs and to ensure that students complete the courses as planned.

Second. Course Development

1. The programs delivery shall follow the structure detailed in the appendix A.
2. It is the professors' responsibility and duty to prepare the course materials, based on the contents included in the EMBA syllabi (see appendix A).
3. There will be 16 contact hours (16 x 45minutes) per class. The classes will be taught in Chinese (or in French or in English with an interpreter in class), two (2) days per week over the weekend (Saturday and Sunday). The classes will be taught within one year.
4. After each course, the students will have to complete the homework assigned by the concerned professor and submit it for grading scores.

Third. Admission requirements

1. The Chinese side will recruit students and manage other relevant matters in the People's Republic of China.
2. Any student participating in this program must be nominated by the Chinese side and will be accepted by IAE based on its admission procedures and regulations. The programs admission requirements are mentioned in appendix B. If the students are admitted, IAE shall provide them with registration letters.
3. The Chinese side will provide an English version of the following documents to IAE for all applicants:
 - application form (see appendix C)
 - CV and motivation letter
 - Proof of 3 or 4 years of management experience
 - Bachelor (or dazhuan) degree copy
 - Passport copy (or ID)
 - Individual cases of valuable candidates who would not meet the requirements will be discussed between the two Parties and must be agreed by both Parties.
4. Upon receipt of the above-mentioned documents, IAE will issue the letter of acceptance.

Fourth. Number of students

To start the course, there shall be a minimum of twenty (20) students. The student number per cohort in this program shall not exceed sixty (60). Beyond this number, both institutions will discuss the possibility of opening another cohort. The courses will be operated in a scrolling style, which means that students who miss one or two courses might be able to study the missed courses with another cohort, if possible. But students have to acquire all the required credits before graduation.

Fifth. Professors and thesis supervision

1. The professorial team will include professors from IAE, the Chinese side, and external instructors. Zero, one or two courses shall be taught by IAE, including one during the weekend of the opening ceremony.
2. The Chinese side is obliged to recommend qualified professors to IAE for approval based on their CV (degree, professional experience, publications).
3. The Chinese side will form a team of thesis supervisors that is competent to supervise all the students. A maximum of 5 students per supervisor is suggested.
4. Students will follow the thesis guidelines from IAE both in terms of format and structure. IAE will provide the guidelines to all thesis supervisors and students.

Sixth. Coordination and graduation

1. The Chinese side shall coordinate all aspects of this Program in tight cooperation with the coordinator from IAE who will ensure the completion of all academic work (syllabus, registration of students, issuance of student cards, graduation, and degree issuance).
2. After completion of each course the Chinese side has to send IAE the following documents:
 - Copy of assignment for each course with grades (soft copy)
 - Excel file with scores according to the template provided by the school. The final score is calculated as per the evaluation modalities specified in the syllabus.
3. Prior to graduation, the Chinese side must send IAE the following documents:
 - copy of thesis, eventually revised according to suggestions of the defence committee (one copy in Chinese -the original-, and one copy in English).
 - report of the defence committee following the format provided by IAE. The committee includes at least 3 members according to the requirements of IAE.
4. IAE must provide access to the virtual campus for students who wish to check and confirm their registration letters, for example, logged-in website or e-mail.

Seventh. Responsibilities and expenses covered by the Chinese side

a) Marketing

1. Brochure printing
2. Leaflets design and printing
3. Advertisement material design and service purchasing
4. E-marketing material design and service purchasing
5. Direct marketing material design and service purchasing
6. Call centre material design and service purchasing
7. Out-sourcing to sales agents, selection and management of sales agents
8. Marketing events management
9. Marketing report writing

b) Student services

1. Application
2. Interview
3. Admission
4. Tuition collection

c) EMBA courses

1. Fees payment to instructors as defined in the financial appendix. IAE will provide instructors for up to two courses (one course = 16 hours) and one instructor to participate in the thesis defence.
2. Lecture materials translation and editing PowerPoint will be sent prior to the class for translation. The assessment guidelines will be sent to the Chinese side who will evaluate the assignments or tests.
3. Classrooms
4. Students invitation and confirmation
5. Coffee breaks
6. Assignments checking
7. Grades confirming
8. Course evaluation and supervision
9. Interpreter in class
10. Instructors travel fees: ticket in economy class + issuance of invitation letter.
11. Local 4* hotel all-inclusive fees for IAE instructors for the time of the course: from Thursday till Monday – 4 nights.

d) Thesis defence and supervision

1. Fees payment to instructors and thesis supervisor
2. Classrooms
3. Students invitation and confirmation
4. Coffee breaks purchasing and arrangement
5. Assignments supervision
6. Interpreter
7. Living expenses and 4* hotels for all instructors participating in the Thesis defence
8. Ticket in economy class + issuance of invitation letter for IAE instructors participating in the Final Thesis committee

Eight. Responsibilities and expenses covered by IAE

The programs jointly operated in China will confer the same degree as that conferred in France. The IAE grants the Chinese side the exclusive right to establish the program in China for the whole duration of the contract.

a) Coordination

1. IAE will provide a program coordinator.
2. The program coordinator will attend the opening ceremony, graduation ceremony, and will be aware of the program promotion.
3. Scores management and delivery of transcript.
4. Application management and delivery of letters of acceptance.
5. The IAE Program Coordinator will ensure the completion of all academic work (syllabus, revision of instructors' CVs, registration of students, issuance of student cards, graduation, and degree issuance).

b) Academic aspects

1. Preparation and/or validation of the EMBA programme syllabus
2. Validation of professors

c) Administrative costs

1. Create and provide all sample documents necessary for the promotion of the program.

2. Send letters of acceptance for recruitment-related marketing campaigns and collections of tuition fees.
3. Provide the acceptance letters to students.
4. Invite the Chinese students to participate to the graduation ceremony in France. IAE will provide a program of at least one day with university and city presentation, a cultural visit or a company visit. No extra fees will be required for this program, but IAE will not be responsible for students' expenses, including flight tickets, accommodation and pocket money.

Ninth. Tuition Fees

1. Both Parties agree that the Chinese side is authorized to decide the tuition fees, but it has to have the approval of the IAE. Discounts can be offered for promotion purposes.
2. The Chinese side must guarantee that all students make full payment. The Chinese side will pay to IAE within three months after the EMBA program starts:
 - 1000 euros per student (20-50 students per year)
 - 900 euros per student (51-79 students per year)
 - 800 euros per student (above 80 students per year)
3. At the same time, the Chinese side will send the name list (excel file) and all the registration documents.
4. In case of student dropouts during the program, IAE will keep the full fee.

Tenth. Force Majeure

For any Force Majeure including but not limited to typhoon, flood, fire, hurricane, magnetic storm and other events that cannot be foreseen, avoided and overcome, which directly affect the execution of this Agreement, or make it impossible to execute this Agreement under the terms agreed, the effected Party shall immediately inform the other Party of the situation, and shall, within fifteen (15) days thereafter, provide detailed information in written form of the Force Majeure Event, explaining the reason of its failure to execute this Agreement or part of this Agreement or for the delay in the execution of this Agreement. Both Parties shall, through consultations, decide as to whether partly exempt the obligations for executing this Agreement or delay the execution of this Agreement on account of the effects of the Force Majeure Events.

Eleventh. Breach of Contract

Any violation of any provision hereof, any incomplete or mistaken performance of any obligation provided hereunder, any misrepresentation made hereunder, any material nondisclosure or omission of any material fact, or any failure to perform any covenants provided hereunder by any Party shall constitute a breach of this Agreement. The breaching Party shall be liable for any such breach pursuant to the applicable laws.

Twelfth. Amendments

Modifications or amendments to this Agreement shall be made only in writing and shall be agreed and signed by both Parties.

Thirteenth. Settlement of disputes

The Parties agree to use their best efforts to settle any dispute arising from the interpretation or performance in connection with this Agreement through negotiations.

In the event that the dispute cannot be settled within 30 days after the issuance of a written notice by one Party to the other, the dispute shall be subjected to the exclusive and final arbitration of the corresponding courts.

The French laws shall govern the formation, validity, interpretation and execution of this Agreement and the settlement of any dispute concerning this Agreement.

Fourth. Termination

This Agreement shall be terminated at the end of the contract validity period, or before if a party provides a formal written notice in the latest three months prior to the anniversary of the signature date. In this case, the Parties shall promise to fulfil all their obligations as prescribed in this Agreement until the conclusion of the on-going programs and the issuance of the degree to all the students who completed the academic requirements of the program.

The contract will last for five years and will be reconducted tacitly for periods of five years if no party wants to break the contract in the latest three months prior to renewal date.

Fifteenth. Privacy and Confidentiality

The information provided by the parties for implementation of this agreement and of specific measures arising from it shall be regarded as confidential, unless expressly agreed otherwise.

The parties undertake to observe the strictest confidentiality regarding the information, data and documentation to which they have access under this agreement and the specific measures arising from it, and may not use them for purposes other than those specified in this agreement, and they undertake explicitly to ensure compliance with applicable data protection regulations. Neither under this agreement nor in projects that are carried out through its implementation may there be access to personal details or data processing or transfer to third parties not permitted by the law.

Concerning legitimate data processing required for activities carried out within the framework of this agreement and projects arising from it, whenever necessary, the parties to this agreement undertake to respect personal data protection regulations in every case, to adopt the security measures envisaged by the law, and to maintain strict data confidentiality.

All the Parties agree that, during the valid period of this Agreement and within five (5) years after its termination for any reason whatsoever, no Party shall use any Confidential Information for any purpose other than as permitted or required for execution by such Party under this Agreement; no Party shall disclose or provide any of such Confidential Information to any third party; and all Parties agree that they will take all necessary measures to prevent any such disclosure by its present and future board members, high-rank officers, employees during the said period.

"Confidential Information" shall mean all information (i) which is revealed under this Agreement by one Party to the other Party, or (ii) which concerns the Program, in written form or in the form of marks such as "Proprietary", and "Confidential" (or, verbally revealed information which comes with warning of confidentiality or which is labelled Confidential within 30 days of the verbal disclosure and is passed on to other concerned parties);

However, that the following shall not be deemed Confidential Information: information which has been known or accessible to the public or to the industry; information which is already known to the receiver, provided that the receiver is able to prove his/her knowledge of the information; information which is received from a third party on and after the effecting date without notice to restrict further disclosure; or information which is independently developed

by the receiver, provided that the receiver is able to prove such independent development.

Sixteenth. Severability

If any provision of this Agreement is rendered void, illegal or unenforceable in any relevant jurisdiction, such void-ness, illegality or unenforceability shall not invalidate the remaining provisions of this Agreement or affect the validity, legality or enforceability of the provision in any other jurisdiction.

Seventeenth. Publicity

IAE and the Chinese side may publicise this agreement through their normal channels of communication and provide information on the collaboration between the two institutions. Such publicity including logos of the institutions involved shall be subject to review and acceptance by the other party.

Eighteenth. Arbitration

In the absence of agreement, interpretation of this document shall be entrusted to a body of arbitrators consisting of one member appointed by each of the universities that have signed the contract and one arbitrator appointed by mutual agreement.

And, as witness whereof, the parties sign this contract in duplicate, in the place and on the date specified in the heading.

Nineteenth. Execution

This Agreement takes effect on and from the day it is signed and remains valid for five years. This Agreement is signed by the authorized representatives of the Parties,

University of Angers representative signature:
Doctor Christian Roblédo
President

Chinese side representative signature:
Doctor Raphael Lissillour
General Director of China Europe Institute of
Business and Administration

Date:

Date:

IAE representative signature:
Doctor François Pantin
Director

Date:

APPENDIX A

Program structure

Students shall complete 9 UE and the total credits is 60. The EMBA curriculum setting is listed as follows (not in the exact sequence of given courses):

Themes	Hours	Credits	Evaluation modalities	Nature of evaluation
UE 1. Economic and legal environment	16	5	Written exam	Final assessment
UE 2. Strategic Management	16	5	Written exam	Final assessment
UE 3. Management de Projet et Innovation	16	5	Written exam	Final assessment
UE 4. Project Management and Innovation	16	5	Written exam	Final assessment
UE 5. Human Resources Management	16	5	Written exam	Final assessment
UE 6. Accounting, Controlling and Finance	16	5	Written exam	Final assessment
UE 7a. Research Methodology	16	5	Written exam	Final assessment
UE 7b. Thesis	64	20	Report & Oral presentation	Final assessment
UE 8. Professional seminars	16	5	Written exam	Final assessment
TOTAL	192	60		

APPENDIX B - Admission requirements

Applicants with a bachelor degree and 3 years working experience, or applicants with a diploma (dazhuan) from an academy and 4 years working experience shall be admitted to the EMBA.

APPENDIX C - Application form sample

Personal data 个人信息

Given name (as stated in the passport): 名 (与护照相符)	
Surname: 姓	
Passport number: 护照号	
Gender: 性别:	<input type="radio"/> Male <input type="radio"/> Female 男/女
Date of birth: 出生日期	dd/mm/yyyy 日/月/年
Place of birth 出生地	province (country) 省份 (国家)

Contact information 联络信息

Postal address 邮寄地址	
Post code 邮编	
City (Country) 城市 (国家)	
Province (country) 省份 (国家)	
Nationality 国籍	
Telephone 电话	
Email address 邮箱	

Contact details in case of emergency 紧急联络信息

Your emergency contact is the person you would like to be called first if you have an emergency

如果您遇到紧急情况，首先联系此人

First name and surname 姓名	
Relation 关系	
Emergency phone number 紧急联系电话	

Checklist for application 申请材料 电子扫描版

- Copy of previous junior college or bachelor degree 专科或本科学历学位证书
- Copy of passport or ID card 身份证或护照
- ID picture 电子版蓝底免冠近照
- Online Verification Report 教育部学历证书电子注册备案表

General requirement for full admission 般录取要求

- A bachelor's degree and 3 years of management experience 具有国家承认的大学本科毕业学历后，有三年或三年以上工作经历者。
- A junior college degree and 5 years of management experience 获得国家承认的大专毕业学历后，有五年或五年以上工作经历。

Further information 其它

Previous studies major: 之前所学专业名称	
Degree: 文凭名称	
University: 毕业学校名称	
How did you learn about that program? 您是怎么知道这个项目的?	

Resume 个人简历

Curent employer 任职单位	
Adress 单位地址	
Phone/Fax Number 单位电话/传真	
Industry 行业	
Website 网页	

Enterprise 工作单位	Time period 起止时间	Duration (years) 年限	Position 职务	Missions 重要任务	Referee 证明人

Education 教育

University or School 大学或学校名称	
City 城市	
Time period 起止时间	
Major 专业	
Degree 学位	

Motivation letter 申请动机

Write here: 写在这里

Support services 支持服务

This information is used in a confidential manner by Student Life and Learning to assist you in accessing support services as required

您所提供的信息受到私密保护，仅用于学生生活与学习服务中心为您提供所需支持服务使用

Do you have disability, impairment or long-time medical condition, which may affect your studies?

您是否有某种疾病、障碍或接受长时间的医疗治疗，这可能会影响到您的学习？

- No

无

- Yes: Hearing Learning Mobility Vision, Medical, Other

有：听力 学习能力 行动 视力 医药 其它

Signature: 签名

Date signed: 签署日期/...../.....