

# CUCAS Guardianship Service Agreement

**Party A:** Beijing Chiwest Co., Ltd.

Beijing Chiwest Co., Ltd is a limited company registered in China whose office is at Room 0612, JianJin Center, A No.1 QingHe YongTai Garden, Haidian District, Beijing, P.R. China. ('CUCAS' or 'we').

**Party B:** The Parent(s) whose details and signatures appear at the end of this agreement ('you').

Agreed terms:

## I. Terms and conditions

These terms and conditions constitute the entire contract between CUCAS and you (the Agreement).

## II. Definitions

“Guardian”- means the person or body responsible for the care of the Student while he/she is in China and before 18 years old. The responsibilities of the Guardian will include caring for the Student as would a responsible and caring parent by, for example, being in regular contact with the Student and providing advice and support as necessary. Responsibilities also include being authorised to make certain decisions concerning the Student on your behalf, for example, decisions regarding emergency medical and dental treatment and matters of a disciplinary nature. Further details are set out in section 7 below.

“Student”- means the Student whose details are set out at the end of the Agreement.

## III. Appointments

You hereby appoint CUCAS to act as the company to find Guardian for the Student whilst he/she is attending a university here in China.

## IV. Duration of this agreement

Subject to clause 9, we will act as Guardian from the time that the Student arrives in China, until the time that the Student is 18 years old.

## V. Your authority and declarations

Subject to clause 9, we will act as Guardian from the time that the Student arrives in China, until the time that the Student is 18 years old.

5.1 Parental responsibility: You confirm that you have parental responsibility (i.e. legal responsibility) for the Student and that no other person's consent is required for this Agreement. And you would like to provide related documents to prove your relationship with the Student.

5.2 Authority: You confirm that you authorise CUCAS to act as the company to find Guardian for the Student whilst he/she is in China. You also confirm that you will notify us in writing of any special consent to be given or withheld while the Student is in our care i.e. guidelines on going out with friends, participation in dangerous sports and activities.

5.4 Confidentiality: You authorise CUCAS to override your own (and so far as you are entitled to do so) the Student's rights of confidentiality, in order to impart confidential information on a “need to know” basis where necessary to safeguard or promote the Student's welfare.

5.5 Disclosures: You confirm that you have already provided and will continue to provide us with details of any medical conditions (including allergies), health problems, disability, special educational needs, or learning difficulties, including behavioural, emotional and/or social difficulties. You confirm that the details you have provided and will continue to provide are complete and accurate in all respects. You confirm that you will inform us immediately if these details change, or if your own circumstances or contact details change.

5.6 Adult supervision: Students are not permitted to stay overnight in any location without the supervision of an adult over 25 years of age, including in hotels. If you or the Student breach this obligation you acknowledge and accept that we do not accept any liability for any consequences that may arise.

5.7 Travel: The Student is not permitted to travel independently on public transport without your prior written consent if they are under 18.

5.8 Behaviour: The student must obey the laws of China, especially regarding alcohol, tobacco and drugs. The student must comply with the rules of the Chinese university. Great emphasis is placed on good behaviour, courtesy, integrity, good discipline and respect for the needs and cultural differences of others. And you acknowledge and accept that we do not accept any liability for any consequences that may arise if the student breached laws of China or regulations of Chinese universities, and you promised that you, as the parent(s) of the student will bear all consequences or responsibilities in those cases.

5.9 Photographs: From time to time we may want to take photographs of the Student for use in marketing materials and case studies. By entering into this Agreement you consent to our taking and using photographs of the Student for these purposes. If you do not wish us to take or use photographs of the Student, please specify this to us in writing when you return the signed copy of this Agreement.

## **VI. Parent(s) responsibilities**

6.1 Visa: You confirm that you understand that it is your responsibility to arrange for the Student's visa to study here in China.

6.2 Indemnity: You agree to indemnify us against any liability which we may incur in respect of breach of a duty of care and I or breach of contract caused by (or contributed to by) anything which you or the Student does, or fails to do, in breach of your obligations under this Agreement.

6.3 Payment: You agree to pay the Fees in accordance with the provisions on Fees set out in section 8 below, and to terminate this agreement only in accordance with the provisions on notice set out in section 9 below.

6.4 Contact: You agree to be available for contact during the period of stay on the contact details you have provided to us, for any emergency issues that may arise.

6.5 Fees to the university: You agree to pay the Fees like tuition, accommodation or other fees charged by the Student's university in China, and you promised to pay those fees in time, and you are willing to bear all consequences or responsibilities if you failed to do so.

## **VII. Guardian's Responsibilities**

7.1 Responsibilities: The guardian's responsibilities arise only when the Student is in China and before he/she turns 18 years old. Once the student is 18 years old, Party B or the Student will bear all related responsibilities while the Student is in China.

7.2 Contact with the university: We will maintain good contact with the Student's university.

7.3 Contact with you and the Student: We will keep in regular contact with the Student, be

contactable always in case of an emergency and respond accordingly. We will notify you as soon as possible in the event of a serious problem. We will provide a 24-hour emergency contact service for the benefit of you and the student.

7.4 Emergency Contact: The 24 hour emergency contact mobile number is: \_\_\_\_\_

## **VIII. Fees**

8.1 Fees: All Fees are payable in advance within 3 days after this agreement was signed by both parties.

8.2 Fee rates: 300 USD for each university.

8.3 By signing this agreement, you Agree the following refund conditions:

- If you are rejected by the university you are applying or you are accepted but you want to give up the admission offer, we can refund you 60% of the fees but you have to sign related declaration and bear the costs for tax and transaction(about 10%).
- Once you entered China and registered in the university you applied on CUCAS, the guardianship service fee is non-refundable.

8.4 The fees including CUCAS arranging a guardian for you, provide related documents to Chinese university of the Student and provide notarized document(If necessary). You agree to pay extra fees not mentioned above, like transportation fees for the guardian if he/she need to go to your university, or costs during the process of handling problems for you, and etc.

## **IX. Termination of the Agreement and Notice**

9.1 Notice of termination: Unless there are exceptional circumstances which justify short notice, as discussed with and agreed to by us in writing, you will give us at least one semester's written notice before bringing this Agreement to an end.

9.2 Unpaid fees: We will release the care of the Student at your expense should the fees remain unpaid after three days' written notice to you.

9.3 Termination due to the Student's or your conduct:

We may deem it necessary to terminate this agreement immediately if, after consultation with the you and where appropriate, the Student, if we are of the opinion that by reason of the Student's conduct, behavior or progress, the Student is unwilling or unable to benefit sufficiently from the arrangements, or if you have treated us or a member of our staff unreasonably. We shall act with procedural fairness in all such cases, and shall have regard to your interests and those of the Student, but our decision will be final.

## **X. Legal liability**

Unless our negligence or breach of our obligations under this Agreement causes injury, loss or damage, we cannot accept responsibility for any loss or damage arising from or caused by any act or omission by us, any of our staff or the guardian, or the Student. We shall not be responsible for any loss or damage that results if you have not provided us with the timely requested or relevant information about you or the Student to enable us to provide our services in accordance with this Agreement. We shall not be liable for any indirect or consequential losses or any business losses, including loss of business, loss of profits, loss of management time and loss of business opportunity. Our total liability to you is limited to the amount of fees paid by you for our services.

## **XI. Data Protection**

You confirm that all information and documents provided by you to CUCAS is correct, accurate and up-to-date. You are agreed on behalf of yourselves, and where appropriate, on behalf of the Student, to our collecting, using and disclosing information about you and the Student as necessary to perform our obligations under this Agreement. In particular we shall share the information on the Student's

profile with the university and with any other relevant third party in order to perform our obligations under this Agreement.

In doing this we will ensure that we will:

- process the data lawfully in a clear, fair and transparent manner
- collect data only for the purpose of performing our obligations under this agreement
- only collect data that will be adequate, relevant, accurate and up to date and limited to what is necessary
- only retain data for as long as necessary to meet our compliance and statutory obligations
- process data securely during all stages of performing our obligations under this agreement.

## **XII. Third party rights**

Only CUCAS and the Parent(s) are parties to this agreement. Neither the Student nor the university nor any third party is a party to it.

## **XIII. Legal contract**

A legally binding contract will be formed once a person duly authorised by CUCAS has signed and dated this agreement, which has previously been signed by you.

## **XIV. Governing law**

This agreement is governed exclusively by and is to be construed in accordance with the law of People's Republic of China.

## **Parties Signature**

Part A: \_\_\_\_\_.

Part B: \_\_\_\_\_

Title: \_\_\_\_\_.

Relationship with the student: \_\_\_\_\_

Date: \_\_\_\_\_.

Date: \_\_\_\_\_.