

[This is the English translation of the Chinese Four Parties' Agreement for easy reference, if there is any conflict between the Chinese version and the English version, the Chinese version shall prevail]**

**PETERSON "SERVING HOMETOWN" ELITES SCHOLARSHIP
FOUR PARTIES' AGREEMENT**

PARTY A: PETERSON GROUP CHARITY FOUNDATION LIMITED

(培新集團慈善基金有限公司)

**Address: 22nd Floor, South China Building, 1-3 Wyndham Street, Central,
Hong Kong SAR**

Legal representative (or appointed Attorney):_____

PARTY B: _____ (Recipient) **Identity Card No.:** _____

Passport Number: _____

Gender: _____; **Date of Birth:** _____

Contact telephone nos.: _____ **Email:** _____

Family residential address: _____

Postal address: _____

_____ **Post code:** _____

PARTY C: SHANDONG UNIVERSITY

Address: No.27 South Shanda Road, Jinan, Shandong Province

Legal representative (or appointed Attorney):_____

PARTY D: _____ (Guarantor for PARTY B)

Identity Card No.: _____

Gender: _____; **Date of Birth:** _____

Existing Employer's particulars and address : _____

_____ **Post code:** _____

Contact Telephone nos.: _____ **Fax nos.:** _____

Residential address (place of census register): _____

Postal address: _____

_____ **Post code:** _____

PARTY A, PARTY B, PARTY C and PARTY D have entered into this Agreement in respect of PARTY B's participation in Peterson "Serving Hometown" Elites Scholarship ("the Scheme") out of their own free will and on equal footing:-

Clause 1 PARTY A ,with the objectives of benefiting Shandong people by attracting elites to return and pursue their career in Shandong, has accepted PARTY B's application under the Scheme and has agreed to grant subsidy to PARTY B's for his/her Ph.D studies in _____ (name of Country) at _____ (name of University) as from _____ [month] _____ [year] to _____ [month] _____ [year].

Clause 2 PARTY A agrees that PARTY B may pursue the designated professional degree and research area as selected abroad. The selected profession is _____, and the research sector/area is _____.

Clause 3 PARTY A's rights and obligations

PARTY A's rights:-

1. PARTY A has the right to check and verify the authenticity and validity of the information submitted by PARTY B in PARTY B's application. If at any time it is found that the information submitted by PARTY B in PARTY B's application is false or inaccurate, PARTY A shall have the right to cancel/terminate the grant of subsidy to PARTY B. In addition, PARTY A shall also have the right to claim refund of the amounts of grant and subsidy already paid to or for PARTY B.
2. During the term of grant and subsidy, PARTY A shall have the right to request PARTY B to furnish to the Project Office in Charge of the Scheme (email: ohmt@sdu.edu.cn) the Academic Report/Transcript of PARTY B at the end of each academic year for the purpose of assessing whether to release the grant/subsidy for the next academic year.
3. Upon the happening of any of the following events, PARTY A shall discontinue the grant/subsidy until PARTY B shall have furnished satisfactory documentary evidence to prove that the said event(s) will not affect the successful acquisition of the Ph.D by PARTY B and will not affect due performance of this Agreement by PARTY B:-
 - (1) PARTY B failing to furnish the Academic Report/Transcript for the preceding academic year;
 - (2) PARTY B fails in any Course/Programme/Subject for the preceding academic year.

4. Upon the happening of any of the following events, PARTY A shall have the right to claim for refund of the full amounts of grant and subsidy already paid to or for PARTY B together with interest thereon (basing on the interest rate applicable to University grant and loan for the same University and for the same period):-
 - (1) PARTY B discontinuing the studies;
 - (2) PARTY B failing to qualify as potential candidates for the Ph.D;
5. Upon the happening of any of the following events, PARTY A shall have the right to claim for double refund of the full amounts of the grant within one month after Party B receiving the notification of recovery.
 - (1) PARTY B withdrawing from the Scheme and the reason for withdrawal is not accepted by the foundation.
 - (2) Party B failing to submit the academic performance report as required within six months.
6. After PARTY A has paid PARTY B the whole amount of the grant and subsidy, PARTY A shall have the right to demand PARTY B to comply with the requirement of unconditionally returning to Shandong within 3 years after the date on which PARTY B shall have successfully acquired the Ph.D to take up a full time job for a period of at least 3 years or for a period equivalent to the period of grant and subsidy (whichever shall be the longer period). The post that PARTY B may take up in Shandong includes: government department, scientific and research companies (both private and government), institutes providing higher education recognized by the Education Bureau, entrepreneur or business enterprises (including Government run or private run but excluding foreign entities or joint venture entities which the foreigners own or control over 50%).
7. PARTY A shall have the right to take appropriate legal proceedings against PARTY B in respect of breach by PARTY B of this Agreement and PARTY A also reserves the right to make public announcement as to the details/ particulars of PARTY B's breach of this Agreement.

PARTY A's obligations:-

8. Upon this Agreement becoming valid and taking legal effect, PARTY A shall pay to PARTY B an annual subsidy/grant of USD25,000- for a period of _____ years, total subsidy/grant amounting to USD _____.
9. PARTY A shall make arrangement for signing of Subsidy/Grant Agreements within one month from the announcement of the successful applicants for the subsidy/grant under the Scheme.

10. Upon this Agreement becoming valid and taking legal effect, PARTY A shall issue to PARTY B a certificate to confirm the grant of the subsidy under the Scheme and to pay to PARTY B an initial payment of subsidy of Renminbi Thirty Thousand Yuan [RMB30,000, its US Dollars equivalent (the Renminbi/US Dollars exchange rate central parity announced by The People's Bank of China on the first working day of that particular month will apply) will be deducted and set off from the annual subsidy for the first year of the period of grant] for the purpose of purchasing air-tickets and as expenses for settling down abroad. The balance of the subsidy and grant will be paid to PARTY B periodically by bank transfer.
11. PARTY A shall have the right to decide on whether to release and pay to PARTY B the annual subsidy for the next academic year depending on PARTY B's academic results for the current academic year. In the absence of happening of any of the events listed in 3 & 4 of Clause 3 above, PARTY A shall pay to PARTY B the subsidy for the next academic year within 45 days from the date of receipt by PARTY A of the Academic Report/Transcript of PARTY B for the current academic year or within such period as may be mutually agreed .

Clause 4 PARTY B's rights and obligations

PARTY B's rights:-

1. Subject to and conditional upon PARTY B satisfying the requirements for the subsidy/grant (please refer to 2 to 5 of Clause 3 above), PARTY B shall have the right to receive the full amount of subsidy/grant from PARTY A.
2. PARTY B is permitted to apply for other scholarship/subsidy set up by the Government or the University or other institutions Provided That the grant of such other scholarship/subsidy is not subject to pre-condition of designated choice of career; PARTY B may also apply for part-time job as teaching assistance, research assistance for the University where he/she studies and may receive remuneration therefor provided that such post must relate to his/her studies or are at the University where he/she studies.
3. On condition that the total amount of subsidy/grant for the whole period of subsidy/grant will remain unchanged, PARTY B may apply for adjustment on the amount of the annual subsidy /grant for the first two years of the period of subsidy/grant if circumstances so require (e.g. if the tuition fee for the initial period is higher or if there are special problems in PARTY B's family) provided further that the period of subsidy/grant and the period for which PARTY B is required to pursue his/her career in Shandong shall remain unchanged despite the adjustment in the actual period of subsidy/grant.

PARTY B's obligations:-

- 4. PARTY B is under the obligation to act in good faith and with integrity in submitting information upon application for the subsidy/grant and in performance of this Agreement.**
- 5. During the term of studying the Ph. D, PARTY B is under the obligation to furnish to the Project Office (email: ohmt@sdu.edu.cn) within two weeks from the end of each academic year his/her Academic Report/Transcript and Results slip and any other documentary proof on his/her academic results.**
- 6. PARTY B is under the obligation to inform the Project Office of his correspondence address, particulars of his bank account for receiving the grant (including the bank account numbers, name of bank account, name of bank, residential address) and update any changes thereof.**
- 7. PARTY B is under the obligation to send an email to the Project Office to acknowledge receipt of each payment of subsidy/grant within one week after the receipt thereof.**
- 8. PARTY B would apply for tax exemption for the subsidy/grant by PARTY A in accordance with the regulations of the Country or District where the University is situated.**
- 9. PARTY B is under the obligation to return to Shandong to pursue his/her career in accordance with the requirements as set out under 5 of Clause 3 herein above after successfully acquiring the Ph. D, the year of service shall be at least three years or a period equivalent to the period of subsidy/grant (whichever shall be the longer period).**
- 10. PARTY B shall take the initiative to inform the Project Office upon his/her return to Shandong to pursue his/her career and he/she shall provide the Project Office with a copy of his/her employment contract; PARTY B shall also keep the Project Office informed of the completion of the contract term or of any change of job or if he/she needs to leave Shandong for a relatively long period (say for over six months).**
- 11. If PARTY B shall fail to return to Shandong to pursue his/her career within 3 years from the date on which he/she acquired the Ph. D , or if PARTY B shall have returned to Shandong to pursue his/her career within 3 years from the date on which he/she acquired the Ph. D but has only served for a period of less than three years within 7 years from the date on which he/she acquired the Ph. D, and in such cases if PARTY B shall fail to provide a reasonable explanation that Party A considers acceptable, PARTY B shall be treated as having breached this Agreement and PARTY B is under the obligation to forthwith fully refund all**

the subsidy/grant together with a sum equivalent to all the subsidy/grant as agreed damages/compensation for breach of this Agreement.

12. During the period of subsidy/grant or the period during which PARTY B is pursuing his/her career in Shandong as required under this Agreement, PARTY B shall keep the Project Office informed of the happening of any events which may affect the compliance or due performance of this Agreement.

Clause 5 PARTY C's rights and obligations

PARTY B's rights:-

1. As a partner of PARTY A, PARTY C shall have priority to employ PARTY B upon his/her return to Shandong subject to mutual agreement of PARTY B and PARTY C.

PARTY B's obligations:-

2. PARTY C shall set up the Project Office as instructed by PARTY A, and shall be responsible for processing the applications, making arrangements for assessment, making announcements, managing the account under the Scheme, etc.
3. PARTY C is also willing to be one of the institutions providing job opportunities for PARTY B upon his/her return to Shandong and, subject to mutual agreement of PARTY B and PARTY C, PARTY B shall be included in the list of Signature Recruitment program ("Shandong University Core Group of Young Teachers Program") and PARTY B shall be given preference in his/her application.

Clause 6 PARTY D's obligations

1. PARTY D is under the obligation to supervise and urge PARTY B to perform all of PARTY B's obligations listed in this Agreement. If PARTY B shall commit any breach of this Agreement, PARTY D is under the obligation to assist PARTY A to pursue its claim against PARTY B in respect of loss/damages arising from PARTY B's breach.
2. In the event of any breach of this Agreement by PARTY B, PARTY D hereby agrees and undertakes to be personally liable and responsible in respect of all such loss and damages arising from PARTY B's breach in the event that PARTY B is unable/fails to bear and pay for any such loss and damages.
3. After PARTY D has borne and paid for the loss and damages arising from PARTY B's breach, PARTY D may claim against PARTY B for recovery thereof in accordance with relevant laws and regulations.
4. The aforesaid guarantee shall remain valid until PARTY B has fully performed all

of his/her obligations under this Agreement.

Clause 7 In respect of any disputes arising in respect of any breach of this Agreement by PARTY A/PARTY B/PARTY C/PARTY D, legal proceedings shall be instituted in and apply the laws of the mainland of Peoples' Republic of China (PRC) or Hong Kong Special Administration Region (HKSAR) or the third country (region) where concerned party lives/locates.

Clause 8 This Agreement shall come into force and effect from the date of being signed and the obligations herein are binding on the parties herein.

Clause 9 This Agreement is executed in a set of five copies, PARTY A, PARTY B, PARTY C and PARTY D shall each hold one of the signed copies.

PARTY A's legal representative or
its appointed attorney (signature)

date:

I have carefully read the above and am aware of my rights and obligations hereunder and I am willing to bear all related legal responsibilities.

PARTY B (signature)

date:

PARTY C's legal representative or
its appointed attorney (signature)

date:

PARTY D (signature)

date:

Place of signing: