

Translation



The following document is the text of a legally binding agreement between Chinese students who plan to study abroad and the PRC Ministry of Education's China Scholarship Council (CSC). The agreement requires students on CSC scholarships to report regularly on the progress of their studies to the nearest Chinese embassy or consulate and stipulates that scholarship funds will be disbursed via these same embassies and consulates. It also mandates that students who study abroad must remain in China to "serve the motherland" for at least two years after they complete their studies overseas. CSC further demands that each student identify two guarantors who will be held financially liable if the student breaches the study abroad agreement. CSET has observed several versions of this or a similar agreement circulating online on the Chinese internet; we selected this version for translation because it is the most detailed of the bunch.

Title

Subsidized Study Abroad Agreement
资助出国留学协议书

Author

China Scholarship Council (CSC; 国家留学基金管理委员会). CSC is a nonprofit agency under the PRC Ministry of Education (教育部).

Source

Eddy's World blog, January 2019. The blog apparently belongs to a Chinese PhD or postdoc who posts occasionally on topics relevant to Chinese academic life. The study abroad agreement appears to be a scan of a hardcopy document; the agreement itself reads "printed in 2018."

The Chinese source text is available online at:

<https://web.archive.org/web/20200425041250/https://www.iloveocean.top/usr/uploads/2019/01/4227711101.pdf>

US \$1 ≈ 7 Chinese Yuan Renminbi (RMB), as of May 8, 2020.

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Translator

Etcetera Language Group, Inc.

Editor

Ben Murphy, CSET Translation Lead

Administrative Procedures for Study Abroad Funded by the CSC

Note: This table is only a reference. For specific procedures and processes, see the *Information for Overseas Study Students* and your admission notice.

	Procedure	Responsible Department	Remarks
1	Passport procedures	Exit and Entry Administration Department of the Public Security Bureau with jurisdiction over the applicant's domicile (户籍所 在地)	According to Document No. 1 on Studying Abroad by the Former State Education Commission, Ministry of Public Security, and Ministry of Foreign Affairs (1997) (原国家教委、公安部、 外交部教外留〔1997〕1号文), state-sponsored study abroad students shall all hold private passports (因私普通护照) when leaving the country to study abroad.
2	Submitting additional materials	China Scholarship Council (CSC)	Log in to the "National State-Sponsored Study Abroad Management Information Platform" (国家公派留学管理信息 平台), to check for any additional procedures, relevant departments, additional materials that need to be submitted,

			and the progress of the process.
3	Select a study abroad service institution	CSC http://apply.csc.edu.cn	Study abroad service institutions refer to: Ministry of Education Chinese Service Center for Scholarly Exchange: http://www.cscse.edu.cn Shanghai Pre-Departure Training Center of the Ministry of Education: http://jxb.shisu.edu.cn Guangzhou Service Center for Scholarly Exchange: http://www.gzscse.gov.cn
4	Book departing flights and secure the necessary visa	Study abroad service institution	Prepare the necessary materials. Detailed instructions can be found by logging in to the website of your study abroad service institution.
5	Sign and notarize the <i>Subsidized Study Abroad Agreement</i>	Notary	Consult your local notary concerning the requirements for notarization and the necessary materials.
6	Submit the notarized <i>Subsidized Study Abroad Agreement</i>	CSC	Submit 1 copy of the notarized <i>Subsidized Study Abroad Agreement</i> to CSC via mail or in person three weeks prior to departure. Recipient: Legal and Project Department (法律与项目部), Address: 13th Floor, Building 8, No. 9 Chegongzhuang Street, Xicheng District, Beijing (北京市西城区车公庄大街9号八3楼13层) Postal code: 100044, Tel.: 010-66093562/3564
7	Obtain <i>Health Certificate for International Traveler</i> (国际旅行健康证书)	Entry-Exit Inspection and Quarantine Department	
8	Collect visa, flight tickets, <i>Registration Certificate</i> (报到证), and advance scholarship funds	Study abroad service institution	These materials can be collected as instructed by your study abroad service institution after providing all additional materials to the CSC and completing the <i>Subsidized Study Abroad Agreement</i> submission procedure.
9	Register upon arrival		Log in to the National State-Sponsored Study Abroad Management Information Platform and enter the foreign arrival information (国外信息). Register according to the requirements of the relevant Chinese embassy (consulate).
10	Management while abroad	Chinese embassy (consulate) abroad	Regularly submit the <i>Study/Research/Training Situation Report for Personnel Studying Abroad</i> (出国留学人员学习/研修情况报告), participate in annual PhD student reviews, collect scholarship funds, and report relevant matters.
11	Handle return procedures: Issue <i>Certification for Returning from Overseas Study</i> (留学回国人员证明) and book return ticket		Book a return ticket according to the requirements of the Chinese embassy (consulate) abroad (unless a round-trip ticket was already booked in China).
12	Register upon return	Chinese recommending unit, CSC	Log in to the National State-Sponsored Study Abroad Management Information Platform and enter domestic return information (回国信息).

Carefully read the *Subsidized Study Abroad Agreement* and fill in the appropriate information as directed

I. Concerning the entry and implementation of the study abroad student type (留学身份), country of study, study abroad institution, and term of study abroad:

The person studying abroad (Party B) shall fill in the study abroad student type, country of study, study abroad institution, and term of study abroad in accordance with the information in the admission notice from the China Scholarship Council (Party A) or the *Qualification Certificate for CSC-Funded Study Abroad* issued by Party A and strictly implement the provisions of this Agreement.

II. Concerning the criteria of the guarantor (Party C) and guarantee method:

Party B shall handle matters related to the guarantee in accordance with the relevant requirements of the *Information for Overseas Study Students* formulated by Party A.

Party C, the guarantor, shall meet the following criteria:

1. The guarantors shall be Chinese citizens with full capacity for civil conduct (全民民事行为能力) who are at least 18 years of age and shall not exceed 60 years of age at the end of the guarantee period (the guarantee period is the period of study abroad plus the period of service upon return to China).
2. The guarantors shall have fixed jobs and stable income and the ability to discharge the corresponding debts (代为清偿能力).
3. The assets used to provide the guarantee must be personal assets that the guarantors can dispose of according to law, including but not limited to their fixed salary income, bank deposits, real estate, various securities, fund shares, and financial derivatives.
4. The spouse of the study abroad student shall not be a guarantor.
5. The guarantors shall not be a married couple.
6. A single guarantor shall not be the guarantor of more than two overseas students at the same time.
7. If a guarantor goes abroad for a long period of time (more than three months) for business or private purposes within the study abroad term of Party B, he/she shall implement the change of guarantor procedures according to Article 8 of this agreement.
8. In the event that Party B breaches the contract and does not assume or does not fully assume the liability for breach of contract, the guarantors shall bear joint and several liability for compensation.

III. Party B and Party C (the guarantors) shall enter the correct information in the blanks of the Agreement as required.

IV. Please use an ink pen or writing brush to fill in the Agreement. Do not use a ballpoint pen.

V. The terms of this Agreement shall be interpreted by the CSC.

VI. For other relevant procedures or management regulations, refer to the *Information for Overseas Study Students*, which can be downloaded from the CSC website (<http://www.csc.edu.cn>).

Party A: China Scholarship Council (CSC)

Address: 13th Floor, Building A3, No. 9 Chegongzhuang Street, Beijing

Legal Representative: Sheng Jianxue

[Omitted from translation: Blank contact information form for Parties B and C]

On the basis of equality and of their own volition, Party A, Party B, and Party C have reached the following agreement regarding the study abroad of Party B with the sponsorship and support of Party A:

Article 1. In order to implement the national strategy of building a talent superpower (人才强国) and rejuvenating the nation through science and education, and to meet the needs of the national talent training plans and the development of undertakings (事业发展), Party A has accepted the application and agrees to sponsor Party B who, as _____ (type of study abroad student), will go to _____ (country)

and study at _____ (name of study abroad institution in Chinese) _____ (name of study abroad institution in the local language) for a term of _____ month(s), with financial sponsorship being provided for _____ month(s) (enter this information based on the term of study abroad and the funding period specified in the admission notice of Party A, calculated from the date on which Party B arrives in the country of study).

Article 2. Party A agrees that Party B shall study abroad according to the study abroad major selected, research plan formulated, or course of study approved when applying for funding from Party A. Party B shall pursue the study abroad major: _____ / direction of research: _____.

Article 3. Party A assumes the following obligations:

1. Party A shall perform a final review of the study abroad qualifications of Party B, provide the necessary guidance to Party B concerning studying abroad, and provide Party B with advice and services related to studying abroad.

2. Party A shall assist and facilitate Party B's completion of the study abroad administrative procedures.

3. Party A shall provide, or guarantee Party B's access to, financial support in the following ways:

(1) Party A directly provides relevant financial support awarded by the state;

(2) Party A arranges for Party B to receive scholarship funding provided by the receiving government or relevant institutions.

4. Party A shall provide, or guarantee Party B's access to, financial support for the following:

- (1) International travel expenses for going abroad, completing the study abroad plan set out in this Agreement, and returning to China as scheduled;
- (2) Scholarship funding for studying abroad during the stipulated study abroad term (provided in accordance with national regulations and covering food, accommodation, registration, transportation, telephone bills, books, materials, health insurance, social expenses (交际费), one-time resettlement expenses, miscellaneous expenses, academic activity subsidies, etc.);
- (3) Other relevant expenses approved by Party A.
 5. The content and funding standards and amounts for the funding items in Paragraph 4 of this article shall be implemented in accordance with the regulations of the Ministry of Education and Party A. For scholarships directly funded by Party A, Party A shall entrust the Chinese embassy (consulate) abroad to regularly allocate funds. For scholarship funds from other sources that Party A arranges for Party B, the funding period is based on the actual duration of the scholarship or funding program. Party A shall urge the provider of funding to provide funding for the prescribed period and in accordance with the relevant provisions of the Ministry of Education and Party A.
 6. Party A shall entrust the Chinese embassy (consulate) in the country where Party B studies abroad to manage the study abroad affairs of Party B while abroad and protect Party B's legitimate rights and interests according to law.
 7. Party A shall strengthen contact with the Chinese domestic recommending unit (国内推选单位) of Party B and notify the domestic recommending unit of the study abroad status of Party B by various appropriate forms.

Article 4. Party B assumes the following obligations:

1. Party B shall complete the study abroad plan in accordance with the provisions of Articles 1 and 2 and return to China as scheduled to serve for at least two years. The service time upon returning to China is calculated from the date on which Party B finishes studying abroad and returns to China.

During the prescribed service period upon returning to China, Party B shall not travel abroad for more than three months. If Party B travels abroad for business, he/she must obtain the consent of his/her Chinese employer (or academic institution) and report the situation to Party A for record filing. In this case, the period spent abroad is calculated as part of the period of service upon return to China.

Those studying abroad as master's students (硕士研究生) or joint-training¹ master's students who, within their period of service upon return to China, intend to study abroad for a PhD shall file the corresponding records with Party A for a postponement of the service period.

Those studying abroad as undergraduate students who, within their period of service upon return to China, may subsequently study abroad. Their period of service upon return to

¹ Translator's note: In "joint-training" (联合培养) arrangements, a Chinese graduate student studies at two or more universities or other institutions in the process of earning a single degree. The universities may all be in China, or may include a mix of Chinese and foreign universities. In the case of domestic-foreign joint training, the student typically studies the theory and basics of a field in China, and learns advanced technology and equipment and independent analysis and problem-solving skills overseas.

China will be postponed.

Those studying abroad short-term as a part of their undergraduate studies (本科插班生) are not required to fulfill a period of service upon return to China.

2. Without the approval of Party A, Party B shall not change the study abroad term, study abroad student type, country of study, study abroad institution, study abroad major, or study abroad plan stipulated in this Agreement and shall not unilaterally terminate this Agreement.
3. Party B shall report to the Chinese embassy (consulate) in the country of study within 10 days upon arrival in the country of study. If Party B fails to report to the embassy (consulate) within 10 days, he/she shall state the reason for the delay. If Party B fails to report to the embassy (consulate) after more than 1 month, Party A authorizes the embassy (consulate) to withhold funding and cancel Party B's qualification to study abroad with CSC funding. In such case, Party B or his/her guarantors shall bear the corresponding liability for breach of contract.
4. The scholarship issued by Party A to Party B already includes the cost of foreign health insurance. Party B shall purchase health insurance in a timely manner in accordance with the requirements of the country of study and the study abroad institution. Party B shall bear any costs and losses arising from a failure to purchase health insurance.
5. If Party B ends his/her course of study early and returns to China, or the actual term of study abroad is shorter than the funding period, or Party B returns to China before the end of the study term for any reason, the scholarship funds already paid for the corresponding period shall be refunded, unless otherwise provided by the state.
6. During the term of study abroad, Party B shall maintain frequent contact with the embassy (consulate) abroad and the Chinese recommending unit and promptly update personal information and mentor information on the National State-Sponsored Study Abroad Management Information Platform (website: <http://apply.csc.edu.cn>). Party B shall regularly report his/her academic progress to the embassy (consulate) abroad and the Chinese recommending unit and complete the *Study/Research/Training Situation Report Form for State-Sponsored Study Abroad Personnel*.

If Party A conducts an annual review of Party B's academic progress, Party B shall provide the relevant information or reports as required by Party A. Students who go abroad to study for a PhD must participate in annual review as required after entering the second academic year.

7. During the period of studying abroad, Party B shall establish a sense of responsibility and mission to return to China and serve the country and shall not engage in activities that harm the interests and security of the motherland. Party B shall consciously safeguard the honor of the motherland, obey the guidance and management of embassies (consulates) abroad, abide by the laws of China and the country of study, abide by the regulations of the study abroad institution, respect local customs, and interact with the local people in a friendly manner.
8. Party B's obligations shall not change due to changes in funding standards or sources, and Party B shall always abide by the relevant provisions for study

abroad students funded by CSC. If, during the course of study, Party B forfeits CSC funding in order to obtain other scholarships, Party B shall obtain the consent of Party A and sign a supplementary agreement with Party A. In all cases, Party B shall always abide by the relevant provisions for study abroad students funded by CSC and fulfill the relevant obligations including the obligation to return to China for service as scheduled.

9. At the end of the study abroad term, Party B shall submit a written academic achievement report and study summary in a timely manner. After returning to China at the end of the study abroad term, Party B shall promptly report to the Chinese recommending unit and provide a summary report of his/her studies abroad.
10. When publishing or making public any publications, papers, research projects, or other scientific research achievements made with support of CSC funding, Party B shall indicate "This research/achievement/paper has been funded by the CSC."
11. Students who are not employed before going abroad to study shall be employed in accordance with the relevant national employment policies and regulations and the agreement (letter of intent) concluded with the relevant Chinese unit after returning to China.
12. Within three months from the date of return to China, Party B must register his/her date of return to China, Certification for Returning from Overseas Study, study abroad achievements, and other pertinent information on the National State-Sponsored Study Abroad Management Information Platform (website: <http://apply.csc.edu.cn>).
13. Party B commits to abide by the other relevant provisions for study abroad students funded by the CSC that are not set out in exhaustive detail in this Agreement.

Article 5. If Party B violates the provisions of this agreement, Party A shall, based on the facts and circumstances of the breach of contract and the resulting consequences and in accordance with the relevant laws and regulations and the relevant provisions of the Ministry of Education and Party A, have the right to take measures such as the suspension of scholarships, the termination of qualifications to study abroad with CSC funding, and the requirement to return to China. Based on the severity of the breach of contract and in accordance with the principle of equivalent punishment, Party A may require Party B to pay corresponding compensation and/or liquidated damages. If Party B accepts scholarship funding from the receiving country's government or relevant institutions arranged by Party A, Party A has the right, upon review of the situation, to notify the receiving country's government or relevant institutions to suspend funding.

(1) If Party B commits any of the following violations, Party B is deemed to have committed a serious breach of contract (严重违约). In such case, Party B shall pay compensation and liquidated damages to Party A, and the embassy (consulate) abroad will no longer provide return air tickets to Party B. The maximum compensation is the total funding provided by the CSC and the maximum amount of liquidated damages is 30% of the total funding provided by the CSC.

1. The commission of any of the following behaviors when studying abroad

constitutes a serious breach of contract:

- (1) Engaging in acts that damage the national interest;
- (2) Committing criminal acts;
- (3) Providing false materials during the period of application for funding from Party A or the performance of this Agreement;
- (4) Unauthorized change of visa type or change of nationality;
- (5) Failure to complete the course of study without a legitimate reason;
- (6) Unauthorized change of study abroad student type, country of study, study abroad institution, or study abroad term or the unauthorized and major change of the study abroad major across academic departments;
- (7) Serious violations of the regulations of study abroad institutions or violations of public order and proper behavior, causing a negative social impact, and the refusal to make corrections after being criticized and shown the error of one's ways;
- (8) Refusal to participate in the annual review of academic progress without legitimate reasons, or failure to pass the annual review of academic progress and the refusal to return to China as required;
- (9) Unilateral termination of this Agreement;
- (10) Unauthorized termination of study abroad and early return to China;
- (11) Failure to return to China or unauthorized delay of return by over 3 months;
- (12) Failure to abide by the regulations of the study abroad institution or, in serious cases, absence from the country of study for an extended period of time.
 2. Failure to return to China and complete the service period;
 3. Other serious violations of the terms of this Agreement.

(2) If Party B commits any of the following violations, Party B is deemed to have committed a general breach of contract (一般违约). In such case, Party B shall pay liquidated damages to Party A. The maximum amount of liquidated damages is 20% of the total funding provided by the CSC:

1. Unauthorized overdue or early return to China by a period longer than 1 month but no longer than 3 months (excluding students who arrive in China no more than 1 month after the scheduled date of return due to flight changes or other special circumstances);
 2. Failure to abide by the regulations of the study abroad institution or absence from the country for more than 1 month but no more than 3 months.
 3. Other violations of the terms of this Agreement.

(3) If Party B fails to pay the breach of contract compensation amount on time and in full, Party A will pursue legal action to hold Party B and his/her guarantors legally responsible.

(4) If Party B violates the terms of this Agreement but promptly corrects his/her actions in accordance with the requirements of Party A, Party A, at its discretion, may reduce Party B's liability for breach of contract.

Article 6. To ensure that Party B fulfills the obligations stipulated in this Agreement, Party A agrees that Party B makes Party C the guarantor of Party B. Party C agrees to conscientiously assist Party A to urge Party B to fulfill this Agreement and return to China on time.

Article 7. If Party B has breached the contract, Party C shall conscientiously assist Party A in holding Party B liable for compensation for breach of contract. Party C agrees to be liable as a

joint guarantor in the event that Party B breaches the contract and does not assume or cannot fully assume the economic liabilities specified in this Agreement. For this reason, the first guarantor of Party C is willing to offer **Personal Assets** as a guarantee and the second guarantor of Party C is willing to offer **Personal Assets** as a guarantee. The first guarantor and the second guarantor of Party C shall be jointly and severally liable, and the period of guarantee is the same as the validity period of this Agreement. After Party C assumes liability for compensation, Party C has the right to seek compensation from Party B in accordance with the relevant laws.

Article 8. Before the end of the full term of study abroad as stipulated in Article 1 of this Agreement, if Party B or Party C must change the guarantor for legitimate reasons, they shall perform the change procedures as stipulated by Party A.

Article 9. The compensation fees and liquidated damages to be paid by Party B or Party C due to Party B's violation of this Agreement shall be paid in Renminbi (RMB) or a freely convertible foreign currency (自由外汇). Non-monetary property shall be converted into RMB at the market price set by an asset appraisal agency. The exchange rate between a freely convertible foreign currency and RMB is calculated according to the midpoint exchange rate (现钞买卖中间价) announced by the Bank of China on the date the breach of contract is confirmed.

Article 10. In the event that Party B does not fulfill his/her obligation to return to China, Party A has the right to decide to submit a copy of this Agreement to relevant institutions or individuals in the country where Party B is studying.

Article 11. In the case of disputes arising from the violation of this Agreement, Parties A, B, and C shall initiate legal proceedings within the People's Republic of China to be adjudicated under the laws of the People's Republic of China.

Article 12. This Agreement takes effect from the date of notarization and is valid until Party B completes the two-year period of service upon return to China. All contracting parties are obliged to perform this Agreement.

Article 13. This agreement is made in six original copies, with one copy held by Party A, Party B, each of the two guarantors of Party C, the notary, and the Chinese recommending unit of Party B.

(End of text, turn to the signature page)

Party A (Seal):

Party B must write out the following statement and personally sign it: I have carefully read the above content, I understand my rights and obligations, and I am willing to bear the corresponding legal responsibilities and return to China to perform my two-year service obligation.

Party B (Signature):

The first guarantor of Party C must write out the following statement and personally sign it: I have carefully read the above content, I understand my rights and obligations, and I am willing to bear the corresponding legal responsibilities.

First Guarantor of Party C (Signature):

The second guarantor of Party C must write out the following statement and personally sign it: I have carefully read the above content, I understand my rights and obligations, and I am willing to bear the corresponding legal responsibilities.

Second Guarantor of Party C (Signature):

Date: (YYYY/MM/DD)

Address:

Note: During the notarization of this Subsidized Study Abroad Agreement, each notary shall carefully examine Articles 1, 2, 7, and other relevant content of this Agreement. Copies of this Agreement are not legally valid.

(Page intentionally left blank for signatures and stamps)