

**AGREEMENT ON THE SPECIALIZED HIGHER
EDUCATION JOINT PROJECT
IN SHIPBUILDING AND MARINE ENGINEERING**

BETWEEN

ZHEJIANG INTERNATIONAL MARITIME COLLEGE

Zhoushan, Zhejiang, People's Republic of China



AND

Admiral Makarov National University of Shipbuilding

Mykolayiv , Ukraine





In order to upgrade the college's educational level, broaden the students' international vision, provide high-level talents to meet the requirements of new industries for Zhouhsan New District, and to create a nationally-model maritime college, Zhejiang International Maritime College in China and Admiral Makarov National University of Shipbuilding in Ukraine have reached the following agreement on the joint project of Shipbuilding and Marine Engineering in Zhejiang International Maritime College on the basis of equal consultation:

1. PARTIES

1.1 The Project Parties

Party A: Zhejiang International Maritime College, China

Address: No. 268 Haitian Ave. Lincheng New District, Zhoushan, Zhejiang Province, PR. China

Postal Code: 316021

Legal Representative: Wu Zhongping

Party B: Admiral Makarov National University of Shipbuilding, Ukraine

Address: 54025, 9 Geroyiv Stanlingrada Ave. Mykolayiv

Legal representative: Eugeniy Trushliakov

2. MISSION AND OBJECTIVES

2.1 The project mission is to introduce high-quality educational resources of disciplines, teachers, management experiences and evaluation methods so as to establish the specialty of Shipbuilding and Marine Engineering as a famous brand, and improve Party A's educational level. This joint project focuses on introducing the advanced educational resources of Party B into Party A and insists on the principle that the joint project should be in agreement with public interest.

2.2 The project objectives are to educate and train talents in Shipbuilding and Marine Engineering, who will have a good master of both professional knowledge and English skills so as to meet the demands of the globalization and to support the



development of Party A's specialization on Shipbuilding and Marine Engineering.

3. NAME AND LOCATION

3.1 The Project Name : Specialized Higher Education Joint Project in Shipbuilding and Marine Engineering between Zhejiang International Maritime College, China and Admiral Makarov National University of Shipbuilding, Ukraine.

3.2 The Project Location: the campus of Party A

4. TERMS, ADMISSION REQUIREMENTS AND SCALE, PLAN, TEACHING IMPLEMENTATION

4.1 The Project Term: Full time for 3 years

4.2 The Admission Requirements: Recruit 50 students per year.

The admission is included in China's National Higher Education Admission Scheme. Application students are merited on their scores of China's National Higher Education Entrance Tests, that is, to enroll students from high scores to low ones.

4.3 The Project Plan has been made and confirmed by both parties (see attached Schedule1).

4.4 The Instruction Language: Chinese by Party A, and English by Party B.

4.5 The Diploma Requirements: Students must fully complete the study of the required courses as stated in the project plan and pass all the tests before being granted China's Higher Education Diploma of Shipbuilding by Party A, and Diploma of Junior Specialist by Party B.

4.6 Teaching Requirements: Both parties shall jointly formulate the project's talent training program and education and teaching plan. The curriculum design and teaching content shall meet no less than the academic standards of both parties in their respective countries, and satisfy the requirement of introducing courses accounting for "one-third of the total" as specified in the Regulations on Chinese-Foreign Cooperation in Running Schools.

4.7 Faculty Arrangement: Both parties agree to formulate the teaching



arrangement and determine the faculty candidates for the next teaching cycle at least two months in advance. Teachers dispatched by Party B shall possess corresponding English teaching competence and academic qualifications, and must meet the requirements stipulated in Party A's Measures for the Recruitment, Employment and Management of Project Faculty. Party A is entitled to conduct interviews and assessments on the English teaching ability and academic level of the faculty candidates proposed by Party B two months in advance, and Party B shall cooperate with Party A in accordance with its requirements. Party B shall provide alternative candidates for those who fail the interviews and assessments conducted by Party A, and shall ultimately ensure that the faculty members are approved by Party A after passing the evaluation of their English teaching ability and academic level. Teachers of Party B shall go to Party A's campus to deliver in-person teaching. Online teaching may be arranged under special circumstances. Party A shall assign assistant teachers to assist in teaching. No request for concentrated teaching shall be made, and the teaching schedule must be strictly implemented in accordance with the professional teaching plan jointly formulated by both parties.

4.8 Curriculum Arrangement: The curriculum of the project is divided into public basic courses, professional elective courses and professional core courses. Among them, the teaching of non-introduced courses such as public basic courses and professional elective courses (including compulsory courses required by the competent education department of Party A) shall be undertaken by Party A's faculty, adopting Party A's teaching and assessment mode, and the content and teaching standards shall be equivalent to those of the same-type courses offered by Party A. The introduced courses that meet the "one-third of the total" requirement shall be undertaken by Party B. Textbooks and relevant learning materials shall be provided by Party B, and the teaching modes such as instruction, assignment and examination may be implemented in the same way as those adopted in Ukraine. Party A has the right to offer corresponding courses to the project's students on the Constitution of China,



laws, civic morality, as well as the history of the Communist Party of China and national conditions in accordance with the provisions of relevant Chinese laws, regulations and policies, including organizing them to receive Party and League education and carry out various corresponding Party and League activities.

4.9 Textbooks: Party B agrees that Party A shall establish a textbook selection and introduction review system. Party A has the right to examine the content of the courses offered and the textbooks introduced by Party B in accordance with relevant Chinese regulations and standards, and has the right to refuse to use the textbooks and content that fail to pass the review. In accordance with relevant Chinese regulations, Party A shall introduce courses and textbooks that are urgently needed in China and internationally advanced through legal channels. The introduced textbooks shall be advanced in content, and shall not contradict the Constitution of China and relevant laws and regulations.

4.10 Quality Assurance: Both parties shall jointly formulate unified teaching quality monitoring standards in accordance with professional school-running standards and quality requirements. The quality monitoring standards for the courses provided by Party B must be consistent with those applied by Party B in its own institution; the quality monitoring standards for other courses must be consistent with those applied by Party A in its own institution. Each party shall appoint one teaching supervisor to timely communicate teaching information, regularly report to the Joint Management Committee of the Project, and put forward reasonable opinions and suggestions. Both parties agree that the project shall carry out regular teaching evaluation and student evaluation activities, participate in the education quality assessment activities organized by the competent Chinese education department in accordance with relevant regulations, and actively carry out rectifications based on the problems identified in the teaching and student evaluation activities and the improvement suggestions put forward in the assessment.



5. OBLIGATIONS OF THE BOTH PARTIES

5.1 The Obligations of Party A

- (1) Submitting an application of the joint project for official approval according to Chinese laws and regulations.
- (2) Conducting student admission and registration in Party A.
- (3) Providing teaching facilities (including classrooms, computer lab, library, gym, offices, and students' dormitory and other necessary facilities).
- (4) Preparing Party A's teaching plan and teaching materials, recruiting teachers, delivering courses, and conducting tests.
- (5) Being responsible for daily teaching and management to ensure the education quality.
- (6) Selecting two teachers per year to be trained for 3 weeks in Party B's campus.
- (7) Assisting Party B's staff with the document preparation which is necessary for their visa application for working and staying in China.
- (8) Granting China's Higher Education Diploma of Shipbuilding to the students who have completed the study of required courses as stated in the project plan and passed all the tests.

5.2 The Obligations of Party B

- (1) Conducting student registration in Party B shortly after they are enrolled into the project.
- (2) Providing modern educational philosophies and methodology into the project.
- (3) Being responsible for the courses to be delivered by Party B and preparing teaching plans, textbooks, lesson plan, test papers and so on.
- (4) Sending qualified teachers to the project and completing the delivery of the courses of Party B, and conducting teaching assessments to ensure education quality.
- (5) Providing Party A with the syllabus and copies of textbooks at least two months in advance.
- (6) For the teachers' visa application, providing Party A with the resumes of



teachers at least two months in advance before they arrive for the project. The teacher recruitment shall be approved by Party A.

(7) Being responsible for two teachers' three-week training from Party A on Party B's campus.

(8) In Party B's student information data, making a record of students' scores submitted by Party A and giving transcripts to the students who have completed a course.

(9) Granting the Diploma of Junior Specialist in related field of Party B to those students who have completed all the required courses as stated in the project plan and passed all the tests.

6. MANAGEMENT

6.1 Party A and Party B will set up an administration board of directors for the Specialized Higher Education Joint Project in Shipbuilding and Marine Engineering between Zhejiang International Maritime College, China and Admiral Makarov National University of Shipbuilding, Ukraine to conduct the implementation and management of the project. The board of directors consists of nine members, five from Party A and four from Party B. A member of Party A acts as Chairman of the board, and a member of Party B acts as Vice Chairman of the board. The board is responsible for the management and implementation of the project.

6.2 Functions of the Management Committee

The Management Committee shall be responsible for supervising and approving all matters of both parties concerning the project's promotion, management, allocation of teaching resources, course delivery and other relevant aspects. It shall effectively ensure that the operation of the project complies with the educational administration requirements of both parties and their respective competent education authorities. The functions and powers of the Management Committee shall be in accordance with the relevant provisions of the Regulations on Chinese-Foreign Cooperation in Running Schools and its implementing measures as recently issued by the Ministry of



Education of the People's Republic of China.

The Management Committee shall have the authority to decide on the following matters:

Formulating and amending the project charter;

Reviewing and deciding on the project's development and construction plan as well as the annual implementation plan;

Examining and approving the project's talent training program and supervising the project's teaching quality;

Re-electing or by-electing the members of the Management Committee;

Putting forward suggestions to both cooperating parties of this Agreement regarding the modification, extension or termination of the project;

Other functions and powers recognized by both parties to the Agreement.

6.3 Meetings of the Management Committee

The Management Committee shall hold at least one meeting each year. An interim meeting may be convened upon the proposal of more than one-third of the Committee members. The number of attendees must account for no less than two-thirds of the total number of Committee members, and all resolutions shall be valid only if approved by no less than two-thirds of the Committee members.

6.4 Communication Among Management Committee Members

Members of the Management Committee shall share their contact information, including telephone numbers and email addresses. If conditions permit, Committee members shall respond to the communication contents within 72 hours or 3 working days. Both parties acknowledge the differences in holidays and working hours between China and Ukraine, and shall take these differences into due consideration. All Committee members shall keep records of all communications related to this Chinese-foreign cooperative education project.



6.5 A special item of the joint project will be set in Party A's Financial Books which will be used for income and expenditure operation of the project. The financial balance will be used to carry out teaching activities and to improve project-running conditions.

6.6 The tuition fee of the project will be defined and determined on the basis of the project cost and China's rules concerned.

7. RIGHTS OF BOTH PARTIES

7.1 Both Parties' investment into the project will be compensated by the received tuition fee (See attached Schedule 2- Estimation of Project Cost per Student)

7.2 Both Parties have agreed that a set of textbooks and other teaching materials provided by Party B will be compensated by the received tuition fee. The teachers and students in the project could use and make copies of them.

7.3 Party A agrees that Party B has the rights of the copyright, patent, brand, and the rights of publishing, selling and circulating the textbooks and other teaching materials in Ukraine .

8. TERM OF AGREEMENT AND STUDENTS ARRANGEMENT AFTER THE AGREEMENT TERMINATION

8.1 From the day of the project officially approved , there will be four school terms, and each school term consists of three-year education. Therefore, the agreement term of the joint project is seven years, that is, to expire on December 31st, 2032.

8.2 In case of force majeure, or both parties agree to terminate the project before it expires, they should make proper arrangements and submit an application to the departments concerned, and should ensure that the enrolled students would not be affected during their study and the qualified students shall be granted diplomas as mentioned in this agreement. This article is still valid after the agreement is terminated.



9. SETTLEMENT OF THE DISPUTES

9.1 Either party that terminates without the consent from the other party will be responsible for breaching the agreement.

9.2 In the implementation of the project, both parties shall have an amicable settlement for any disputes. Otherwise, the dispute will be submitted to Zhoushan Arbitration Commission for settlement by the Chinese laws within the territory of the People's Republic of China.

10. VALIDITY AND OTHERS

10.1 The agreement shall take effect after being signed and stamped by the representatives of the both parties and being approved by the Chinese education administrative authorities.

10.2 Any modification of the agreement should be approved by both parties and the Chinese education administrative authorities.

10.3 This Agreement and its appendices are executed in both Chinese and English languages. The English text shall be consistent with the Chinese text in content. This Agreement is made in two duplicates in total, with Party A and Party B each holding two duplicates as authentic and binding evidence.

Schedule 1: The Project Plan

Schedule 2: Estimation of Project Cost per Student

Party A Representative:

Party B Representative:

WU Zhongping

Eugeniy Trushliakov

Signature and Seal:

Signature and Seal:

Date: 2015 / 12 / 20

Date: 2015 / 12 / 20