

**AGREEMENT ON THE SPECIALIZED HIGHER
EDUCATION JOINT PROJECT
IN AUTOMATICS AND ROBOTS**

BETWEEN

ZHEJIANG INTERNATIONAL MARITIME COLLEGE

Zhoushan, Zhejiang, People's Republic of China



AND

Admiral Makarov National University of Shipbuilding

Mykolayiv , Ukraine





**AGREEMENT ON THE SPECIALIZED HIGHER
EDUCATION JOINT PROJECT
IN AUTOMATICS AND ROBOTS
BETWEEN
ZHEJIANG INTERNATIONAL MARITIME COLLEGE
AND
ADMIRAL MAKAROV NATIONAL UNIVERSITY OF
SHIPBUILDING**

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 Zhoushan 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 Automatics and Robots 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: Wang Jie

Party B: Admiral Makarov National University of Shipbuilding, Ukraine

Address: , 54025, 9 Geroyiv Stanlingrada Ave. Mykolayiv

Legal representative: S.S. Ryzhkov



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 Automatics and Robots 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 Automatics and Robots, 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 Automatics and Robots.

3. NAME AND LOCATION

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

3.2 The Project Location: 3 years on the campus of Party A

4. TERMS, ADMISSION REQUIREMENTS AND SCALE, PLAN, INSTRUCTION LANGUAGE, AND DIPLOMA REQUIREMENTS

4.1 The Project Term: Full time for Junior Specialists (Junior Bachelors) is 3 years + 1 year for Bachelors.

4.2 The Admission Requirements: Recruit no more than 100 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 at the 3rd level and with the English score of 80 or above.

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 Automatics and Robots by Party A, and Diploma of Junior Specialist (Junior Bachelors) in related field by Party B.

5. OBLIGATIONS OF 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 Automatics and Robots 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 Automatics and Robots 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 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.

6.3 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 five school terms, and each school term consists of three-year education. Therefore, the agreement term of the joint project is eight years, that is, to expire on December 31st, 2024.

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, both parties shall settle the dispute 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 There are four triple original copies of this agreement in Chinese, Russian and English with equal legal effectiveness. Each party will have one triple copies.

Schedule 1: The Project Plan

Schedule 2: Estimation of Project Cost per Student

Party A Representative:

WANG Jie

Signature and Seal:



Party B Representative:

Sergy.S.Ryzhkov

Signature and Seal:



Date: 2016 / 3 / 10

Date: 2016 / 3 / 10