

COOPERATION AGREEMENT

BETWEEN

JIANGSU UNIVERSITY OF SCIENCE AND TECHNOLOGY,

THE PEOPLE'S REPUBLIC OF CHINA

AND

ADMIRAL MAKAROV NATIONAL UNIVERSITY OF SHIPBUILDING,

UKRAINE

2016



Parties to the Agreement

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Party B: Admiral Makarov National University of Shipbuilding, Ukraine

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Based on the long-term partnership between Party A and Party B, by friendly negotiation and in accordance with *Regulations of the People's Republic of China on Chinese-Foreign Cooperation in Running Schools* and *Regulations of the People's Republic of China on Implementation Methods for Chinese-Foreign Cooperation in Running Schools*, and in accordance with the legislation of Ukraine in the field of education, the Parties have agreed to continue the collaborative undergraduate programme in Naval Architecture and Ocean Engineering (be hereinafter referred to as the Programme).

SECTION 1 OBJECTIVES AND PRINCIPLES

1.1 Through the Programme the Parties aim to share their outstanding educational recourses, develop and improve the current curriculum structure, teaching methodology and course content in the field of Naval Architecture and Ocean Engineering, and train undergraduate students to possess a solid foundation in science and engineering, a strong ability to innovate, a familiarity with the international business environment and a strong international communication ability.

1.2 The operation plans and procedures put in place by the Parties for the Programme shall comply with the laws and regulations of the relevant authorities in the People's Republic of China. Under the terms the Agreement Party A is permitted to vary its procedures to ensure its continuing compliance with these regulations.

1.3 The operation plans and procedures put in place by the Parties for the Programme shall comply with the laws and regulations for higher education qualifications published by authorities for Ukraine Higher Education. Under the term of the Agreement Party B is permitted to vary its procedures to ensure its continuing compliance with these requirements.

1.4 Once this Programme has begun being implemented, both Parties shall cooperate together to increase their understanding of their counterparts' educational system.

SECTION 2 CONTENT AND MODES OF COOPERATION

2.1 The Content of Cooperation

2.1.1 The Parties will jointly develop the Collaborative Undergraduate Programme in Naval Architecture and Ocean Engineering on the campus of Party A.

2.1.2 The Parties shall discuss and exchange ideas and methods of education.

2.1.3 Either Party shall provide convenience for the visiting and training of the other Party's academic staff.

2.2 Admission and Enrolment

2.2.1 The responsibility of admission rests with Party A, and Party B shall provide needed assistance. The admission plan shall be formulated by Party A and shall come into implementation with the permission from Chinese educational administrative departments.

2.2.2 Prospective students of the Programme must take the National College Entrance Exam of P.R. China and shall be admitted to this Sino-Ukraine collaborative

programme in Naval Architecture and Ocean Engineering at Party A.

2.2.3 Students enrolled to the Programme shall be registered at both Parties and obtain both Parties' student status.

2.3 Length of Schooling and Degree

2.3.1 The standard length of schooling for the Programme is four years.

2.3.2 Upon graduation, for students who complete all the study according to the curriculum and meet the graduation and degree requirements of Party A, they shall receive the diploma for graduation and Bachelor Degree of Engineering granted by Party A; for those who meet the graduation and degree requirements of Party B, they shall obtain the bachelor degree granted by Party B.

2.3.3 The bachelor degree diploma granted by Party B to the Programme students shall be recognized by the Ukraine Government and shall be exactly the same as that is granted to local students in Ukraine.

2.4 Teaching Arrangements

2.4.1 The Parties shall work together on the designing of the integrated curriculum and training schedule (see Appendix 1 "Teaching Plan"), with Party A bringing in more than one third of the Programme's total curriculum courses and specialized core courses from Party B together with related teaching syllabus, plans and textbooks.

2.4.2 Courses of the Programme shall be taught by faculty from both Parties. Each Party shall select and appoint qualified teachers to undertake its teaching quota. Programme specialized core courses and corresponding class hours taught in English by Party B must account for more than one third of the Programme's entire courses and class hours. Party B shall guarantee the consistency between the academic standards it conducts at Party A and in Ukraine.

2.4.3 Courses taught by Party A shall use Party A's textbooks, the teaching language of which shall be Mandarin, English or bi-lingual; Courses taught by Party B shall use Party B's textbooks in English, the teaching language of which shall be English.

2.4.4 For courses taught by Party A, students' performance shall be evaluated by Party A in accordance with Party A's teaching management regulations; for courses taught by Party B, students' performance shall be evaluated by Party B in accordance with Party B's teaching management regulations.

SECTION 3 OBLIGATIONS OF EACH PARTY

3.1 Party A shall be responsible for

3.1.1 Filing an application for the Programme to Chinese educational administrative departments.

3.1.2 Providing teaching facilities and arranging staff members to be responsible for the implementation of the Programme.

3.1.3 Student enrolment and management while students are studying at Party A.

3.1.4 Providing the list of new registered students and related materials needed for registration to Party B within one month after the Programme students' registration

at Party A.

3.1.5 Completing teaching tasks in accordance with the agreed Programme curriculum and training schedule.

3.1.6 Providing working conditions to Party B academic staff teaching at Party A.

3.1.7 Assisting Party B teachers who are coming to teach at Party A with Chinese visa application; helping with the arrangements of these teachers' transportation, board and lodging in China, the cost of which shall be covered by Party B.

3.1.8 Granting the diploma of graduation and a Bachelor of Engineering degree to students who meet the requirements.

3.1.9 Accepting annually 2-3 academic staff sent by Party B for short-term academic exchanges; Party B shall be responsible for the cost of these staff's airplane tickets, and of their living and transportation in China.

3.1.10 Coping with the inspection and evaluation on the Programme conducted by Chinese educational administrative departments.

3.2 Party B shall be responsible for:

3.2.1 Filing an application for the Programme to Ukrainian educational administrative departments.

3.2.2 Providing any materials needed for the next semester within the last month of each semester, including but not limited to: qualification certificate, the background materials of teachers, textbooks together with related course syllabus, plans, evaluation methods and standards. All materials shall be in English.

3.2.3 Arranging staff members to be responsible for the implementation of the Programme.

3.2.4 Selecting and appointing qualified faculty members to teach at Party A with English as the teaching language. The number of courses taught by every individual Party B teacher shall not normally exceed two. During their working period at Party A, these teachers shall also deliver an academic lecture to Programme students regarding advanced issues in related fields. These teachers shall have at least a two-year teaching experience and a master degree in related fields.

3.2.5 Finishing Programme students' registration at Party B within one month after receiving the list of new students and related materials needed for registration from Party A, and a written proof of which shall be provided to Party A.

3.2.6 Sending students' grade in courses taught by Party B to Party A within two weeks after the end of the tests of these courses, test papers and written evaluation of which shall be provided.

3.2.7 Granting the bachelor degree to students who meet Party B's requirements and time of degree granting shall be consistent with Party A.

3.2.8 Accepting annually 2-3 academic staff sent by Party A for short-term academic exchanges; Party A shall be responsible for the cost of these staff's airplane tickets, and of their living and transportation in Ukraine.

3.2.9 Supporting Party A to cope with the inspection and evaluation on the Programme conducted by Chinese educational administrative departments.

SECTION 4 FINANCIAL ARRANGEMENTS

4.1 Tuition standard for the Programme shall be calculated and determined by Party A according to education and teaching costs and shall be carried out after being reported to and approved by Jiangsu Provincial Pricing Bureau.

4.2 The teaching costs incurred by Party B shall be negotiated by both Parties according to the specific situation.

SECTION 5 PROGRAMME MANAGEMENT

5.1 The Parties shall establish a Joint Management Committee for the management of the Programme. The committee shall hold annual meetings to review the fulfillment of the Agreement.

5.2 The committee shall comprise four members from Party A and three from Party B.

SECTION 6 OTHER ISSUES

6.1 The Parties shall hold annual seminar in turn for the purpose of exchanging educational ideas and teaching management methods.

6.2 The Parties shall work hard to create conditions for the short-term exchange between students with credit recognition.

6.3 The Parties encourage faculty members to develop various kinds of exchanges and cooperation.

6.4 The Parties encourage Programme students to continue their study after graduation for the master program at Party B according to individual intention.

6.5 Both Parties shall provide assistance to students who choose to study at the other party in visa application, and the host Party shall be responsible for the management of these students from the other party during their stay at the host Party.

SECTION 7 INTELLECTUAL PROPERTY RIGHTS

7.1 Party B holds all Intellectual Property rights for any teaching outlines and materials prepared solely by Party B for the Programme. These materials are solely for the use of delivering the Programme. Party A shall not infringe on the intellectual property rights for any teaching syllabus and curriculum provided by Party B.

7.2 Party A MUST NOT violate Party B's intellectual property rights of the teaching outlines and teaching materials provided by Party B.

7.3 Party A holds all Intellectual Property rights for any teaching outlines and materials prepared solely by Party A for the Programme. These materials are solely for the use of delivering the Programme. Party B shall not infringe on the intellectual property rights for any teaching syllabus and curriculum provided by Party A.

7.4 Party B MUST NOT violate Party A's intellectual property rights of the teaching outlines and teaching materials provided by Party A.

7.5 The Parties share the Intellectual Property rights for the Intellectual Property obtained by both Parties during the cooperation.

SECTION 8 CONFIDENTIALITY

8.1 The Parties shall not, without the written consent of the other party, disclose any information of the Programme to any third party except for any necessary disclosure to professional advisors of that party or any organizations, government bodies or administrative departments having jurisdiction over either party.

8.2 Party B shall not, without negotiating with and receiving written consent from Party A, propose an identical programme ("4+0") with any other educational institution in China.

8.3 Party A shall not, without negotiating with and receiving written consent from Party B, propose an identical programme ("4+0") with any other party educational institution in Ukraine.

SECTION 9 DURAION, MODIFICATONS, AND TERMIANTION

9.1 The term of the Agreement shall be 10 years, which should include the fulfillment of the graduation of five batches/classes of students enrolled in five successive school years. Six months before this Agreement expires, both parties shall discuss whether to renew the agreement.

9.2 Further terms or provisions of the Agreement shall be varied or modified in formal written form after receiving consent from both Parties and shall be signed by both Parties.

9.3 If either Party intends to terminate this Agreement, one-year's prior written notice MUST be provided with a statement of reasons.

9.4 If either Party performs serious breach of the Agreement and its appendix, the other Party remains the right to terminate the Agreement if the Party does not take any actions to or failed to remedy the damage during 30 days after receiving the formal request of explanation from the other Party.

9.5 In the event that either Party is in serious breach of the Agreement or the appendix to the Agreement, all direct and indirect loss thus incurred shall be borne by the Party.

9.6 If the Agreement terminates earlier, regardless of either party proposing the termination with any reason, as long as the termination is accepted by the other party, both Parties have the responsibilities and obligations to ensure that students who are already registered to complete their study without negative influence incurred by the termination.

SECTION 10 DISPUTES

10.1 Differences of opinion, disputes and conflicts which may arise during the execution of this Agreement shall be referred to the Joint Management Committee and the Parties shall work hard and earnestly to negotiate a solution. If these negotiations are not effective, disputes regarding issues happening in China shall be referred to China's arbitration committee according to the law of the People's Republic of China; and disputes regarding issues happening in Ukraine shall be referred to Ukraine's arbitration committee according to the law of Ukraine.

SECTION 11 MISCELANEOUS

11.1 If either Party is unable to perform any or all of its obligations under this Agreement due to event(s) that is/are beyond control, such as: earthquake, typhoon, fire, war, or other unpredictable, unavoidable nor irresistible one(s), the other Party shall be relieved of its obligations under this Agreement. The party MUST inform the other Party of the event in a written notice in no time delay and take an obligation or liability to assist the other party with a proper handling of matters relating to the event.

11.2 Signing and fulfillment of the Agreement must in accordance with the law of the People's Republic China and the law of Ukraine.

11.3 The Agreement exists in Chinese and English. Both versions carry the same legal effect. Each Party will possess three copies in each language.

11.4 The Agreement shall become valid upon signature by both parties.

Party A Representative Signature

WANG Zili
President of
Jiangsu University of Science
And Technology, People's Republic
of China

Date: 2016.6.24

Party B Representative Signature

RYZHKOV Serhiy
Rector of
Admiral Makarov National University
Of Shipbuilding, Ukraine



Date: 24.06.2016.

Appendix 1

Arrangement Form of Teaching Plan



Major: Naval Architecture and Ocean Engineering

Course Category	Course Attribute and Credit	Course No.	Course Title	Credits	Teaching Time Assignment						Semester and Credits Allocation					
					Total Hours	Class Hours	Experiment	Computer Hours	Practice		Academic Year 1		Academic Year 2		Academic Year 3	
											1	2	3	4	5	6
Generic Courses	Comp. 69.5	09020018a	Basic Principles of Marxism	3	48	32			16				3			
		09050049a	Modern History of China	2	32	24			8		2					
		09030034a	Introduction to MZD Thinking & the Theoretical System of Socialism with Chinese Characteristics 1/2	6	96	64			32			3	3			
		09040024b	Moral lesson & Fundamentals of Law	3	48	32			16			3				
		16000014b	Situation & Policy 1/2/3/4	2	32	32					0.5		0.5			0.5
		05010039a	Advanced Mathematics 1/2	11	176	176					5	6				

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