

1.1.7

AGREEMENT OF EDUCATION CO-OPERATION

BETWEEN

HENAN INSTITUTE OF ENGINEERING, CHINA

AND

SAXION UNIVERSITY OF APPLIED SCIENCES, NETHERLAND

Party A: Henan Institute of Engineering, China

Address: No.1 Zhongshan North Road, Longhu Xinzheng, Zhengzhou, Henan Province, P.R. China 451191

Legal Representative: Hu Weimin

Party B: Saxion University of Applied Science, Netherlands

Address: Handelskade 75, 7417 DH Deventer, the Netherlands 7400AM

Legal Representative: Drs. J. W. Boomkamp

According to relevant regulations for education of governments of the two countries, through friendly discussion and under the principle of equality and mutual benefit, Henan Institute of Engineering, China, (hereinafter referred to as HNIE) and Saxion University of Applied Science, Netherlands, (hereinafter referred to as Saxion) have agreed to pursue the following cooperation to promote Sino-Dutch exchange and cooperation in education and culture, and to meet the demand of Henan educational development and to provide better international exchange opportunities to students.

Article 1 Two Parties of Cooperation

- 1.1 **Party A:** HNIE is a public college of higher education, and has a history of over fifty years.
- 1.2 **Party B:** Saxion is regulated by the Ministry of Education, Culture and Science. Saxion has a rich history – its roots can be traced back to the 1875. With over 22,000 students and still growing, Saxion is one of the largest institutions of higher education in the Netherlands. The international student population tops 2,500 students with a total of 55 different nationalities.

Article 2 Chinese-foreign Cooperation Mission and Education Objectives

2.1 Chinese-foreign Cooperation Mission

According to the relevant requirements of education law of the People's Republic of China, this agreement is designed to enhance, between the parties, the mutual exchange and cooperation in education ideology, the curriculum system, management processes and course content and methods, initiate the new run model, and the programs will provide students with training of an international standard. The intent of this Agreement is to assist the international development of both institutions.

2.2 Education Objectives

The cooperation between the two parties aims to strengthen the communication of teaching staff and managerial personnel on education concept and managerial methods, to improve teaching quality and to train compound first-class professional and technical personnel with professional knowledge, international scope, and ability of practice and initiative spirit.

Article 3 Cooperation programs' Name, Model and Duration

3.1 Name:

3.1.1 Undergraduate program on textile engineering(modern textile technology , knitting and knitted garment , inspection and trade of textile) between HNIE and Saxion.

3.1.2 Undergraduate program on fashion design and engineering between HNIE and Saxion.

3.2 Model

The project is mainly implemented in Henan Institute of Engineering of a complete or most teaching process. The teaching regime will be shared between the two educational institutions.

3.3 Duration

From the date of authorizing by Party A's Education Administrative department and lasts for six years.

Article 4 Teaching and Management

4.1 The curriculum, the teaching program and management plan for the delivery of these academic programs will be agreed by both parties. Saxion will assist with HNIE curriculum development. HNIE will provide curriculum materials to Saxion in English in timely manner for review. HNIE will implement the relevant curriculum and examination requirements endorsed by Saxion.

- 4.2 Courses in the co-operation projects will be jointly implemented by the two institutions. The courses and the core curriculum courses from Saxion will account for 1/3 of the whole courses and the core curriculum courses. By establishing coherent curricula at both HNIE and Saxion, a consistency should be obtained between the first part of the program at HNIE and the latter part of the program at Saxion shall become integrated program. When it is necessary to reinforce the first part courses at HNIE, professors from Saxion will deliver intensive course with the support of HNIE staff, and a number of professors of Saxion may help in relevant courses.
- 4.3 HNIE will employ qualified academic staff. Saxion will assist in the professional development of HNIE staff of the joint program as part of Saxion's total contribution to the programs.
- 4.4 English and Chinese are to be used in program at HNIE, and English at Saxion.
- 4.5 Students in the programme will study 3 years in the Saxion Curriculum at HNIE and after completion of the course with sufficient outcome of the courses are allowed to enter Saxion Universities of Applied Sciences in the fourth year of the bachelor Programme and will be enabled to proceed in the Dutch Bachelor Courses.
- 4.6 Students will have to fulfill the entry requirements of the Final year Bachelors Programme of Saxion University of Applied Sciences, which is full completion of the Saxion Programme at HNIE at a sufficient level and an English language proficiency score.
- 4.7 For those students that will, for some reason (financial, English language requirements, or else), not be able to proceed with the Final Year at Saxion, HNIE will provide a proper arrangement for their ability to proceed with courses at HNIE.
- 4.8 Saxion is responsible for the quality control of the Saxion Curriculum at HNIE. HNIE will provide the proper arrangements to fulfill to the Saxion Quality Standards that also meet the accreditation levels in the Netherlands as defined by the Netherlands-Flemish Accreditation Board.

Article 5 Enrolment

- 5.1 Enrolment in this program will be included in the national programs of regular colleges of the People's Republic of China. Senior high school graduates should take part in the National Entrance Examination and meet the enrolment standard of Henan Institute of Engineering, China.
- 5.2 Subject to 5.3 below, during the term of this agreement, Saxion shall allow HNIE to

use the university's name, logo, etc., to promote the joint programs through advertisements or promotional materials.

- 5.3 HNIE must provide Saxion with copies of any anticipated promotional material or advertisements and receive its written authorization before using Saxion's logo or name.

Article 6 Obligations of Both Parties

6.1 Obligations of Party A

- 6.1.1 Provide all the building, administration and infrastructure components necessary to deliver the program.
- 6.1.2 Responsible for the program registration and obtaining all the licenses and other approvals from the Chinese administration organizations concerned.
- 6.1.3 Responsible for all marketing and promoting of the program and recruiting students in China; Party B should be informed about any recruitment advertisements associated with this program through FAX or e-mail so as to be kept updated.
- 6.1.4 Party A is responsible for teaching arrangements and for monitoring the quality of teaching to meet the Saxion Quality Standards,, and ensuring the smooth implementation of teaching plans.
- 6.1.5 Party A will provide documentation, data and certificates required for Chinese-Netherlands cooperative program both in English and Chinese writing.
- 6.1.6 Provide Party B with HNIE teaching curriculum and unit outlines for curriculum development purpose as well as credit assessment purpose at least one semester before the Saxion teaching year commences (cross reference to 6.2.6 below).
- 6.1.7 Party A will set up a supervising office in charge of all the administration and management of the joint program and appoint a liaison officer with proficient English to look after all the communications between the two parties.
- 6.1.8 At the beginning of each academic year, Party A shall provide Party B with the program plans and details of the students.
- 6.1.9 Party A will provide offices for Saxion guest lecturers with a computer that has internet access and printer and access to a copy machine.

6.2 Obligations of Party B

- 6.2.1 Party B will provide guest lecturers, teaching materials, teaching reference books and materials to Party A.
- 6.2.2 Party B will assist party A in the development of appropriate quality standards for teaching and management.
- 6.2.3 Party B will assist in the development of the course curriculum of HNIE.
- 6.2.4 Party B will select suitable academics for guest lecturing purpose.
- 6.2.5 Party B will endorse and finalize Party A's unit outlines at least one semester before the commencement of the program in China.
- 6.2.6 Party B will provide staff exchange opportunities for HNIE staff in Saxion according to the needs of the cooperative program.
- 6.2.7 Party B will assist with recruitment activities of HNIE for the joint program in the area Open Day, exhibitions, and promotional seminars.
- 6.2.8 Party B will provide Party A with promotional materials of Saxion.
- 6.2.9 Party B will provide documentation, data and certificates required by the Chinese-Dutch cooperative program.
- 6.2.10 Party B will provide relevant program and courses, teaching materials and approving standards.
- 6.2.11 Party B will be responsible for registration of the students of the cooperative program at Party B and be responsible for handling relevant formalities of the students going to Netherlands as per usual Saxion policies and procedures for articulating international students.
- 6.2.12 Jointly support international trans-school exchanges between teachers and students with Party A according to Saxion's obligations as specified.

Article 7 Intellectual Property

- 7.1 All the intellectual properties of materials concerning this agreement including translation provided to HNIE, by Saxion, Netherlands shall belong to the Saxion.
- 7.2 During the term of this agreement, both parties to this agreement allow the other party to use their promotional brochures to advance the programs.

Article 8 The Settlement of Disputes

- 8.1 At any time, if the agreement between the parties is in dispute, including the structure, meaning, operation or effectiveness, or relating to their rights, responsibilities or duties etc (collectively, the "dispute"), one party may inform the other party in writing, listing the details of the dispute.
- 8.2 The parties will resolve the dispute through friendly discussion within 20 working days (after receiving the notification). If it is not effective, then the Deans or presidents of the two parties will have a further period of 20 working days to resolve the dispute.

Article 9 Termination of the Agreement

- 9.1 The agreement can be terminated in case of mutual agreement, or written notice from either party to the other party providing 6 months written notice in advance. If a party breaches this agreement, the other party can give the breaching party a notice of default, outlining the breach of the agreement, and ask the party who breached the agreement to remedy the breach within one month after it receives the notice. If the party in default doesn't remedy the breach within the specified time of one month, the other party can serve notice to immediately terminate this Agreement.
- 9.2 Termination of this agreement does not affect any other right, including the right to receive payment of any of the parties in accordance with this agreement which may be owned by the other party.
- 9.3 In the event of a dispute between the parties related to this agreement it is agreed that the parties will endeavor to resolve the dispute such as quickly as possible and without having an adverse effect on the students participating in this program. It is agreed that joint courses of study will continue to be delivered to the participating students during the dispute resolution stage. It is further agreed that if there is no resolution to the dispute and the Agreement is terminated, the parties will teach out the currently enrolled students within the courses at that time.

Article 10 Others

- 10.1 This program is made in Chinese and English, in quadruplicate, each party holds two copies; both copies have the same legal effect.
- 10.2 It is agreed by both parties that the terms and conditions of this agreement and any associated contracts will remain confidential to the parties involved and that no third party disclosure can take place without the express permission of the parties to this agreement.

agreement.

- 10.3 For remaining matters, other documents can become annexes to this agreement if both parties agree in writing and shall have the same effects as this agreement.
- 10.4 When the representatives of the two parties place their signatures below, this agreement is valid from the date of authorizing by Party A's Education Administrative department. If each year's annual assessment of the agreement satisfies both parties, the agreement will be extended by mutual agreement of the two parties and will sign a further agreement.

Party: A Henan Institute of Engineering

Address: No.1 Zhongshan North Road, Longhu Xinzheng, Zhengzhou, Henan Province, P.R. China 451191

Signatory: Lu Kui

Signature:

Position: Vice-president

Date:

2011.2.18



Party B: Saxion University of Applied Science, Netherland

Address: Handelskade 75, 7417 DH Deventer, the Netherlands 7400AM

Signatory: J.A. Wolters

Signature:

Position: Dean of School

Date:

2011.1.18

