

**Liuzhou Vocational and Technical College (LVTC), Politeknik Negeri
Jember Proposed Agreement for Cooperative Education Program in
Vocational Education**

Party A: Liuzhou Vocational and Technical College (LVTC),

Address: No. 16 Guantang Avenue, Liuzhou City, Guangxi Province, China,
545006,

Legal representative: Gan Jinming

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Party B: Politeknik Negeri Jember

Address: Jalan Mastrip Kotak Pos 162 Jember, East Java, Indonesia, 68101

Legal representative: ~~Saliful Anwar~~

Designated contact person: Agung Wahyono

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Email: agung_wahyono@polije.ac.id



Article 1 The Program

1. Liuzhou Vocational and Technical College ("Party A") is a public junior college with legal person status established in the Guangxi Zhuang

Autonomous Region, China. Party B is a legal entity established in Indonesia for public vocational education. The parties possess the qualifications and conditions required to sign and fulfill this Agreement.

2. To promote vocational education cooperation between China and Indonesia, provide diverse learning options for Indonesian students, and facilitate mutual recognition of qualifications, courses, and credits in vocational education between the two countries, the parties, based on the principles of equality and free will, collaborative development, and mutual benefit, have reached this Agreement for promoting the specific implementation of a Sino-Indonesian cooperative education program (the "Program") and agree to abide by the terms and conditions of this Agreement.

Article 2 Details of the Program

1. Cooperation

1.1 The parties with cooperate with each other in organizing the Program, which shall be filed with the Ministries of Education of China and Indonesia and be included in the national unified enrollment plan of each country.

1.2 Education level of the Program: Junior college education.

1.3 Duration of the Program: three years.

1.4 Cooperation model: Party A will establish an LVTC International Craftsman College (the "International Craftsman College") at the premises of Party B. The parties will appoint personnel responsible for managing and

operating the International Craftsman College. The Program will follow a three-year model, as follows: First year: Students will study at Party B's premises and receive online Chinese language training provided by Party A. Second year: Students will relocate to Party A's location and continue their studies at Party A. Third year: Students will participate in internships at enterprises as part of their practical training.

1.5 Available majors: Mechatronics

1.6 Annual enrollment: 8-13 students/major

1.7 Enrollment method: As part of the national general higher education enrollment plan of China and Indonesia.

2. Academic Credentials

2.1 Upon meeting the graduation requirements of the parties, a student of the Program will receive a junior college degree from the parties.

2.2 Upon meeting the Chinese and English language proficiency requirements set by Party A as well as the average grade requirements for the first-year courses set by Party B, a student in the Program will have the opportunity to apply for study at the premises of Party A in the second year.

2.3 Upon completion of the specified courses, a student in the Program will have the opportunity to apply for an internship during their third year. The parties will arrange for the internship, giving the student the option to choose between China or Indonesia as the location for the internship.

Article 3 Rights and Responsibilities of the Parties

1. Common Rights and Responsibilities of the Parties

1.1 The parties shall ensure that the Program obtains the necessary approvals or completes the required filings as mandated by the Ministries of Education of China and Indonesia. They shall provide each other with the necessary documents and evidence to facilitate the filing process. The Program will be designed and implemented in compliance with the laws and regulations of both countries, ensuring the validity of any academic credentials issued. Additionally, the parties shall collaborate to promote the recognition of the academic credentials issued by Party A by the Ministry of Education of Indonesia.

1.2 The parties shall collaborate in formulating a talent training scheme and jointly determine a curriculum outline. They shall also mutually acknowledge and accept the course credits granted by each other. Furthermore, the parties shall cooperate in organizing internships for students and jointly assess their eligibility for graduation.

1.3 The parties shall appoint their faculty members for the Program. Each faculty member will be issued a certificate of specially appointed instructor. The parties will collaboratively review and finalize a comprehensive curriculum framework, develop a curriculum outline, compile relevant textbooks, and create teaching resources to facilitate the effective implementation of the Program.

1.4 The parties shall share joint responsibility for the quality management of the Program, which includes overseeing the teaching implementation process and talent training, to ensure that the students enrolled in the Program meet the graduation requirements.

1.5 During the study period of the Program, the parties shall assume responsibility for the day-to-day management of students when they are studying at their respective premises. Each party retains the right to impose disciplinary sanctions, including expulsion, on any student who significantly violates their discipline and regulations. Students with a history of illegal behavior will not be eligible to apply to study at Party A's premises. In the event that a student studying at Party A's premises violates Chinese laws, but does not commit a crime during their study period, the severity of the situation will determine the appropriate course of action. The parties agree that, depending on the circumstances, the student will be returned to Indonesia for Party B to handle in accordance with regulations. However, if the student commits a crime, the matter will be handled by the Chinese public security authority in accordance with the law.

1.6 The parties shall collaborate in facilitating the visa procedures for students who will study in China as part of the Program.

1.7 The parties mutually agree to authorize each other to utilize their respective names, logos, and related introductions and information available on their websites for the purposes of enrollment and promotion of the Program.

Additionally, the parties agree to jointly apply for projects and results in both countries pertaining to the Program and to provide support to each other by sharing materials and information necessary for those purposes.

2. Rights and Responsibilities of Party A

2.1 Party A shall be responsible for registering and managing the students of the Program in China, reviewing the eligibility of the students for graduation in China and issuing the Chinese certificate of junior college degree to them upon their successful completion of the Program.

2.2 Party A shall be responsible for delivering a total of 8 class hours per week (excluding holidays of the parties) of online Chinese training to the students of the Program during the first year. Additionally, Party A reserves the right to assess the Chinese and English language proficiency of students who apply to study at its premises. In accordance with the specified language proficiency requirements, Party A retains the right to reject students who do not meet the necessary language proficiency criteria.

2.3 Party A shall be responsible for teaching the students during the second year of the Program. The primary language of instruction shall be Mandarin Chinese, utilizing standard Chinese characters. Moreover, qualified teachers proficient in English will be assigned to ensure that students can understand the instructional content while studying in China. In the event that Party A's teachers are unable to conduct classes in English, interpretation services will be provided during the classes. Alternatively, sufficient Chinese language

courses will be offered to enable students to study effectively in Chinese.

2.4 Party A shall appoint dedicated teachers who will be responsible for overseeing the academic and life management of students during their study period at Party A's premises. Those teachers will organize and facilitate the students' learning of relevant Chinese laws and regulations and provide safety training. Party A shall assume the responsibility of managing the students throughout their stay in China.

2.5 Party A shall be responsible for organizing the purchase of international insurance for students. In the event that a student falls ill or encounters an accident, Party A shall provide assistance to the student in making relevant insurance claims.

2.6 Party A shall be responsible for providing students with free accommodation, ensuring that the living conditions for students are at least on par with the accommodation standards for Chinese students. Furthermore, Party A shall establish a halal canteen, equipped with a kitchen to cater to the specific dietary requirements of the students.

2.7 Party A shall take responsibility for organizing internships for students who apply to intern in China, which involves signing pertinent internship agreements with companies, appointing a dedicated individual to manage the internships, ensuring the students' rights and safety, and coordinating the evaluation of their performance upon the completion of their internships.

2.8 Party A shall be responsible for applying for the students' residence permits

and ensuring that students who participate in internships in China obtain the necessary internship visas.

3. Rights and Responsibilities of Party B

3.1 Party B shall be responsible for enrolling students in the Program, registering and managing their Indonesian academic records, reviewing their eligibility for graduation, and issuing Indonesian graduation certificates to those who meet the graduation requirements.

3.2 Party B shall be responsible for teaching students in the first year of the Program, providing support for Party A's online Chinese training, ensuring students' punctual attendance to classes, and promptly addressing any learning issues raised by Party A concerning Party B's students.

3.3 Party B shall be responsible for managing the students in the first year of the Program and will undertake the associated management responsibilities.

3.4 Party B shall be responsible for assisting Party A in conducting language proficiency assessments and selecting students who will study at the premises of Party A in the second year.

3.5 Party B shall be responsible for organizing the students of the Program who will study at the premises of Party A to apply for passports and visas, arranging medical examinations, collecting relevant documents and information from students as required by Party A, and providing support for students to facilitate their study at Party A's premises.

3.6 If students in the Program choose to return to Indonesia for an internship in

the third year, Party B shall be responsible for providing internship support and management to those students, as well as conducting performance evaluations.

Article 4 Financial Arrangements and Distribution

1. The fee structure for students of the Program during their study at the premises of Party A is as follows:

1.1 Tuition fees: 4500RMB per year.

1.2 Accommodation fees: Party A will exempt students from accommodation fees.

1.3 Other expenses: textbook fees, insurance premiums, residence permit application fees in China, and other actual expenses will be charged based on the actual cost incurred by the students.

2. The tuition fee for students in the Program will be collected according to the agreed-upon standard. Party B will collect the tuition fees in the first year, while Party A will collect the tuition fees in the second year. Depending on the country where the student's internship takes place, Party A will collect the tuition fees for internships in China, and Party B will collect the tuition fees for internships in Indonesia.

3. The parties shall be responsible for the management and utilization of the tuition and other fees that are collected by them.

Article 5 Cooperation Term

1. The collaboration between Party A and Party B shall have a term of five years, spanning three cohorts. It will commence from the enrollment of the first cohort of students in the Program and continue until the graduation of the third cohort.
2. Upon the expiration of the initial collaboration term, the parties may engage in discussions regarding the extension of this Agreement, subject to mutual willingness. If the Program is extended for further enrollments, the parties shall continue to adhere to the terms and conditions of this Agreement. The rights, responsibilities, and financial distribution between the parties will be determined separately based on the actual circumstances.
3. Upon the expiration of the collaboration term or in the event that the parties decide not to continue the collaboration, the parties shall fulfill their post-Program obligations in good faith. If there are still students enrolled in the Program or any ongoing matters related to the collaboration, the parties shall continue to provide relevant services to the existing students in accordance with the terms of this Agreement or their respective responsibilities.

Article 6 Liability for Breach of Contract

1. If either Party A or Party B breaches this Agreement, causing losses to the other party, the breaching party shall be fully liable for all the losses incurred

by the other party as a result of the breach.

2. In the event that either Party A or Party B breaches this Agreement by failing to fulfill the agreed-upon obligations, which subsequently leads to losses incurred by the students of the Program, the breaching party shall be held responsible for such losses.

Article 7 Amendment and Assignment

This Agreement shall not be unilaterally amended or assigned by either Party A or Party B without the mutual agreement and written consent of the parties. In the event that amendments to this Agreement are necessary due to changes in national laws, regulations, or policies, the parties shall engage in friendly negotiations in good faith. Any amendments to this Agreement shall be made in writing through a separate agreement.

Article 8 Termination

In the following circumstances, either Party A or Party B may propose the termination of this Agreement in writing, provided that the parties shall consider various factors, engage in friendly negotiations, and properly handle post-termination matters:

1. Significant changes in national laws, regulations, or policies, or changes in third-party factors that have a substantial impact on the feasibility of the Program, making it impossible to continue the performance of this Agreement.

2. Force majeure events that make it impossible to achieve the objectives of this Agreement. In such case, the affected party may propose the termination of this Agreement in writing. However, the parties shall engage in friendly negotiations to address post-termination matters.

3. The obligations of the parties to continue to cooperate in handling post-termination matters based on the specific requirements of the Program and their good-faith obligations to provide notice, and assistance, maintain confidentiality shall survive the termination of this Agreement.

Article 9 Intellectual Property Rights

1. The parties shall retain the intellectual property rights of the teaching and technical materials and documents they provide to each other. Without the written consent of the providing party, these materials shall not be used or disclosed to third parties, or be publicly released or published.

2. The parties shall jointly own the intellectual property rights of the collaboratively developed curriculum framework, curriculum outlines, teaching materials, online teaching resources, and other related materials. Without the written consent of the other party, these materials shall not be used or disclosed to third parties, or be publicly released or published.

Article 10 Governing Law and Dispute Resolution

In the event of any dispute arising from this Agreement, the parties shall

seek an amicable resolution in good faith through friendly negotiations.

For any disputes or negotiation matters arising from this Agreement, the parties agree to submit them to the Negotiation & Facilitation Centre of the Shenzhen Court of International Arbitration (SCIA) for negotiation facilitation.

If negotiation facilitation is successful and a settlement agreement is reached, the parties agree to submit the settlement agreement to the Shenzhen Court of International Arbitration and request the issuance of an arbitral award in accordance with the content of the settlement agreement and the arbitration rules of the Shenzhen Court of International Arbitration.

If a party refuses to engage in negotiation facilitation or if negotiation facilitation fails, the dispute shall be submitted to the Shenzhen Court of International Arbitration for arbitration.

Article 11 Miscellaneous

1. This Agreement is executed in six copies, with two copies each in Chinese, English, and Indonesian. Party A and Party B shall each hold one copy in each language, and all copies shall have equal legal effect. In case of any discrepancies among the Chinese, English, and Indonesian versions of this Agreement, the English version shall prevail.

2. The addresses and contact information provided by the parties in this Agreement shall be used for the purpose of sending documents. If either party

changes its delivery address, it shall promptly notify the other party of the updated address. Failure to do so will result in the continued use of the previously provided delivery address.

3. The parties may assert their rights against each other through written letters or electronic messages. If a letter or electronic message from one party reaches or should have reached the address or email address specified by the other party in this Agreement, it shall be deemed as fulfilling the obligation of delivery.

4. The annexes attached to this Agreement shall have the same legal effect as the Agreement itself and shall serve as evidence of the execution and performance of this Agreement.

Annex 1: Business Licenses and Educational Licenses of the Parties, and Government Approvals for the Programs (to be supplemented later).

Annex 2: Letter of Authorization from Liuzhou Vocational and Technical College to Party B.

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Party A (seal): Liuzhou Vocational and Technical College (LVTC)

Legal representative:

In the presence of:

Date 15 September 2023



Party B (seal): Politeknik Negeri Jember

Legal representative:

In the presence of:

Date 15 September 2023

