

Cooperation Agreement on Dual Education

双元制职业教育合作协议书

Party A: Shenyang Polytechnic College (hereinafter referred to as "SPC")

甲方：沈阳职业技术学院（以下称“沈职院”）

Address: No. 32, Laodong Road, Dadong District, Shenyang, Liaoning Province

地址：辽宁省沈阳市大东区劳动路32号

Party B: Yuanyang Machinery Manufacturing Co., Ltd (hereinafter referred to as "YMM")

乙方：沈阳远洋机械制造有限公司（以下称“远洋制造”）

Address: No. 77-36-4, thirteen Road, Eco-Tech District, Shenyang, Liaoning Province

地址：沈阳市经济技术开发区十三号路联东U谷77-36-4门

In order to meet the demand of YMM on professional local talents and improve the quality of vocational education as well as explore innovative training mode, YMM and SPC agree to carry out a cooperation in the field of vocational education based on the principles of mutual trust and friendly cooperation.

为满足沈阳远洋机械制造有限公司对本地专业技术技能人才储备的需求，提高沈职院职业教育人才开拓创新培养质量和培养模式，远洋制造和沈职院基于相互信任、友好协作的基本原则，共同在职业教育领域开展合作。

YMM is willing to set up Mechatronics in collaboration with SPC by implementing German Dual Education Program (hereinafter referred to as "the Program"). Therefore, upon friendly negotiation, both Parties reach agreement on the continuous cooperation as follows:

远洋制造有意愿将德国“双元制职业教育”的理念引入沈职院的教学实践中，共建机电一体化专业的双元制职业教育培训项目（以下称“项目”）。经友好协商，双方就合作达成如下协议：

Article 1 Cooperation Targets

第一条 合作目标

1、 Aim to support the vocational education of the Chinese automotive industry with advanced technology and training concept by German Dual

Education.

旨在用德国双元制先进技术和培训理念来促进中国汽车工业职业教育的发展。

2、Aim to enhance the competency and offer good working opportunity for students from SPC. Meanwhile, build up a talent pool for Party B technologies.

旨在提升沈职院学生的就业竞争力，为沈职院毕业生创造良好的就业前景，充实乙方技术人才储备库。

3、Provide a three-years (6 semesters) vocational education program with best possible training and practical orientation opportunities through common developed curricula and training plans, professional teachers from SPC and trainers from Party B and best possible methodology according to the German "Dual Vocational System".

提供为期3年（6个学期）的最佳培训与实践结合的职业教育项目，根据德国双元制职业教育的理念，利用沈职院的专业教师和乙方的讲师，运用最佳的教学方法，共同创建课程大纲和培训计划。

4、Take reference from German industrial standards, skills standards and quality standards to develop curriculum materials, teaching content standards and evaluation system.

参考德国的工业标准、技能标准和质量标准进行课程教材、教学内容标准及评价体系的研发。

Article 2 Cooperation Mode

第二条 合作模式

Both parties will jointly set up majors and confirm recruiting volumes according to the conditions that can be provided for the Program. Education plan, course setting, mid-term and final exams should be decided by both sides together for each semester. The students who fulfilled all the learning and training target and passed the personal performance review will be put into talent pool, and have the possibility to be recruited by Party B with priority under same conditions according to the students' will.

双方共同根据能够提供的实训条件开设相关专业并建立项目班，确立招生人数。乙方项目班级的教学计划、课程设置、期中及期末考试内容由甲乙双方每学期共同制定。学生在完成三年的学习与培训之后考核合格的，将依照其意愿进入乙方技术人才储备库，同等条件下可被乙方优先录用为正式员工。

Article 3 Cooperation Period

第三条 合作期限

The term of this Agreement, the cooperation period, will be 3 years, starting from September 1st 2021 and expiry on August 31st 2024, and both Parties will ensure the last class of the cooperation period finishing three years' learning. This agreement will come into effect after being signed by both Parties.

本协议有效期，即合作期限，为三年，从2021年09月01日开始，至2024年08月31日终止，且双方保证合作期内的最后一届学生完成3年的学业。本协议自双方签署之日起生效。

Article 4 Representation and Warranty

第四条 陈述与保证

1、Party A hereby makes the following representations and warranties:

甲方作出如下陈述及保证：

(1) It is an entity duly established and validly existing under the PRC laws, has the qualification and right to enter into, deliver and perform this Agreement, and has the capacity to independently assume its legal liabilities and obligations under this Agreement.

甲方是依据中国法律正式设立且有效存续的实体，有资质且有权签署、递交并履行本协议，并有能力独立承担本协议项下的法律责任与义务。

(2) It has sufficient funds to fulfill its obligations under this Agreement.
具有履行本协议项下义务所需的充足资金。

(3) It shall make its best efforts to provide trainers, administration personnel, teaching / training and management methods to fulfill this Agreement.

将尽全力提供培训师、管理人员、教学/培训和管理方法履行本协议。

2、Party B hereby makes the following representations and warranties:

乙方作出如下陈述及保证：

(1) It is a company duly established and validly existing under the PRC

laws, has the qualification and right to enter into, deliver and perform this Agreement, and has the capacity to independently assume its legal liabilities and obligations under this Agreement.

乙方是依据中国法律正式设立且有效存续的公司，有资质且有权签署、递交并履行本协议，并有能力独立承担本协议项下的法律责任与义务。

(2) It has sufficient funds to fulfill its obligations under this Agreement.
具有履行本协议项下义务所需的充足资金。

(3) It shall make its best efforts to provide trainers, administration personnel, teaching / training and management methods to fulfill this Agreement.

将尽其全力提供培训师、管理人员、教学/培训和管理方法履行本协议。

Article 5 Rights and Obligations

第五条 权利与义务

1、Party A shall enjoy its rights and bear its obligations as follows:

甲方的权利与义务如下：

(1) To assign program leaders, teachers and other necessary administration personnels to take care of organizational matters, apprentices counseling, teaching affairs, etc.

提供项目负责人，老师及其它必要的管理人员以便完成组织事宜、学生辅导、教学工作等。

(2) To generate and publish admission brochure, jointly organize the apprentices selection and assessment, and set up Dual Education class according to the need of Party B

根据乙方用人需求，编写并发布招生简章，组织报名候选人参加由校企共同举办学生的筛选及评估，组建双元制职业教育项目班。

(3) To provide classrooms and practical teaching areas including relevant equipments, materials and software for teaching and training. And all the facilities shall meet the demand of training. The layout and decoration of the classrooms should be sufficient to fulfill the training needs and conform with Party B training room style. Detailed requirements will be aligned and specified in the supplement contract.

提供能够满足授课内容需求的理论教学的场地和包含设备、材料和软件的实训场地。场地的建设和装修应能够满足授课内容的需求并符合乙方培训教室的风格。具体要求双方将在补充协议中明确细化。

(4) Generate rewarding and incentive measures for teachers of the class.
针对项目班授课教师出台相应的奖励和激励措施。

(5) Take good care of all facilities lent by Party B, including but not limited to fixed assets and other equipment used for training.

妥善安置与保管乙方调配至沈职院的全部物资，包括但不限于固定资产及其它教具。

(6) Exercise best care and caution to keep any confidential and all information of confidential nature concerning Party B's business and operation, which becomes known to SPC by reason of the Program Agreement and not disclose any such information to any third parties. Such information includes but not limited to corporate plans and strategies, new product samples, specifications, formulations and pricing information as well as the existence and contents of this Agreement. SPC shall return to Party B all such information then in its possession upon the request of Party B. SPC agrees that the confidentiality obligations as stipulated in this item shall survive even after the termination of this Agreement.

应尽最大的注意与谨慎对由于项目合作而知悉的任何及所有具有保密性质的、涉及乙方业务与经营的信息保密，不将任何该等信息披露给任何第三方。该等信息包括但不限于，乙方计划与战略、新品的样品、规格、公式、价格信息及本协议的内容。应乙方要求，应将其占有的所有该等信息归还给乙方。本项中所述的保密义务在本协议解除/终止后仍然有效。

(7) Party A implements the safety related requirements as regulated by the Minister of Education of China to Vocational Colleges, to apprentices daily safety education and management. Party A fully cooperates and monitors apprentices following Party B's requirements to fulfill EHS (Environment, Health and Safety) training.

甲方按照国家教育部对高职院校学生安全管理相关规定，对项目班学生进行安全教育及管理。甲方全力配合并督促学生按照乙方要求完成EHS（环境、健康、安全）培训。

(8) Party A fully support the occupational health check before starting practicing in the plant by following Party B EHS regulations, to make sure that each of the apprentice is in good health situation for accepting the training and practice.

甲方全力支持乙方在学生入厂实习前按照乙方EHS管理规定对学生进行职业健康体检，确保学生身体情况适合学习并从事培训、实习内容。

(9) Party A is responsible for purchasing national vocational college students' internship liability insurance for interns to Party.

甲方负责为乙方项目班学员购买全国职业院校学生实习责任保险实责险部分。

(10) Party A is responsible for assisting Party B to purchase additional insurance for Party B of the national vocational college students' internship liability insurance.

甲方负责协助乙方为乙方项目班学员购买全国职业院校学生实习责任保险附加险（实习企业）部分。

(11) Party A receives the internship allowance from Party B and distributed the allowances to apprentices following the standard listed in the supplement contract.

甲方受乙方委托，以代收代支的方式，全额支付助学金给学生。助学金标准以补充协议为准。

2、Party B shall enjoy its rights and bear its obligations as follows:

乙方的权利与义务如下：

(1) To provide a program team and professional education consulting for SPC on the establishment and optimization of theoretical curriculum, training plans and teaching materials, etc.

提供项目负责团队及专业的教育咨询，协助甲方管理人员及老师创建和优化理论教学课程大纲、培训计划及教学材料等。

(2) To deliver practical training for program apprentices by internal technical trainers.

通过乙方内部培训师对学生与实践培训。

(3) To select apprentices out of all candidates through selection and assessment. The admission volume will be determined by business needs from Party B through consultation by two parties each year.

通过筛选从沈职院全部报名学生中择优录取项目班学生。每年招收的项目班学生数量由校企双方根据乙方用人计划协商确定。

(4) Be responsible for providing the apprentices EHS training as well as personal protective equipment during training period at Party B's plants in accordance with relevant laws and regulations.

负责按照相关法律法规为学生在乙方工厂培训期间提供 EHS 培训及个人防护用品。

(5) Be responsible for guidance of apprentices during On-job Training

Period at Party B's plant.

负责学生在乙方工厂在岗培训期间的指导工作。

(6) Be responsible for setting up and optimizing the evaluation system according to the standard of Party B.

根据乙方标准，负责建立和优化评估系统。

(7) To provide allowance to Party A for apprentices according to the standard of Party B.

根据乙方标准，由乙方向甲方支付相应的学生助学金。

3、 Both Parties shall jointly bear the following obligations:

双方将共同承担以下义务：

(1) To cooperate closely with each other under the guidance of dual system vocational education mode.

双方在双元制职业教育培养模式的指导下密切配合。

(2) To deliver teaching and training with the class capacity around 15 to 20.

双方均进行小班化授课，班级人数大约在 15 到 20 人左右。

(3) To frequently consult on training plan and training content.

双方经常讨论培训计划内容。

(4) To take care of implementation tasks for program classes.

双方共同承担项目班的培训实施任务。

(5) To take the personal performance review method of Dual Education Program as the evaluation system for interns.

双方共同制订双元制职业教育项目的具体考核方式和标准，实施考核工作。

(6) To generate intern management principle, safety management guideline and emergency plan, etc.

双方共同制定学生实习工作具体管理办法和安全管理规定、实习学生安全及突发事件应急预案等制度性文件。

Article 6 Applicable Law and Dispute Settlement

第六条 适用法律及争议的解决

In the event a dispute arises in connection with the interpretation or implementation of this Agreement, the Parties shall attempt in the first

instance to resolve such dispute through friendly consultations. If the dispute is not resolved in this manner within 60 days after the commencement of such consultation, dispute shall be submitted to the local court which has jurisdiction over the dispute located at the registered address of Party B.

双方如对本协议履行产生争议,通过协商解决,60日内协商不成,向乙方所在地的人民法院提出诉讼解决。

Article 7 Miscellaneous

第七条 其它

1、 In case one or more of the provisions contained in this Agreement or any document signed in connection with the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect under applicable law, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

若本协议的任何一项或若干条款以及与本协议有关的任何文件,按任何适用法律在任何方面是无效的、不合法的或不能执行的,其余条款的有效性、合法性以及可执行性不受任何影响或损害。

2、 This Agreement may be modified, changed, altered or amended only in written form signed by both Parties.

对本协议的修改、变更、更改或修订只有在以书面形式作出并经双方正式签署后方能生效。

3、 For issues not stipulated in this Agreement, Party A and B may sign a supplement agreement after multiple negotiations. And the supplement agreement shall have the same legal effect as this Agreement.

本协议未尽事宜甲、乙双方可另行协商签署补充协议,补充协议与本协议具有同等法律效力。

4、 This Agreement has four originals and each party shall keep two.

本协议一式四份,双方各执两份,具有同等法律效力。

5、 This Agreement is written in English and Chinese language. In case of discrepancies between the two language versions, the Chinese version shall prevail.

协议以中英文双语撰写,若两种语言文本存在差异,以中文文本为准。

Shenyang Polytechnic College (seal)
沈阳职业技术学院（盖章）

Signed by Authorized Representatives:
授权代表签字:



Date:
签署日期:

Yuanyang Machinery Manufacturing co.,ltd (seal)
沈阳远洋机械制造有限公司（盖章）

Signed by Authorized Representatives:
授权代表签字:



金川

Date:
签署时间: