TEACHING AND DIPLOMA AGREEMENT
BETWEEN
UNIVERSITY OF GRONINGEN
CHINA AGRICULTURAL UNIVERSITY
AND
YANTAI GRONINGEN UNIVERSITY
OCTOBER 11, 2016
RECITALS
To guarantee the quality of academic teaching and research in the form of degree programmes provided by the University of Groningen (hereinafter referred to as ‘UG’) at Yantai Groningen University (hereinafter referred to as ‘UGY’) in accordance with the legal provisions of issuing diplomas in both China and the Netherlands, the parties have expressed their willingness to sign this agreement, which will function as a component to and elaboration of the Memorandum of Understanding (MoU) [Agreement between CAU and UG on Establishing Yantai Groningen University] dated 16 September 2015 and 21 October 2015 [Memorandum of Agreement (CAU, UG and City of Yantai), Agreed and signed 25 March 2015, Shanghai] and the amendments to these agreements of 16 September 2016.

THE PARTIES AGREE AS follows:

Article 1 Definitions
In this agreement, the ‘UG’ means the University of Groningen, ‘CAU’ means the China Agricultural University, ‘UGY’ means the Yantai Groningen University; ‘degree programmes’ means the degree programmes of the University of Groningen, as accredited by the Dutch Flemish Accreditation Agency (NVAO) and listed in the Dutch Central Accreditation Register (Centraal Register Opleidingen Hoger Onderwijs, or CROHO), which are also offered in Yantai.

Article 2 Objective
1. The objective of this agreement is to guarantee the quality of academic teaching and research in the form of UG degree programmes provided by the UG at UGY.
2. The UG guarantees the quality of the teaching and research it provides in its degree programmes in Yantai and the diplomas it issues, in accordance with the relevant provisions of both Chinese and Dutch legislation and regulations.
3. Therefore the parties agree that, with regards to governance, finance, operation of the UG degree programmes at UGY, and the awarding of degrees of UG offered at UGY, this agreement has priority over the MOU.

Article 3 Staff
All those involved in the degree programmes of the UG at UGY have an employment relationship with the UG.

Article 4 Teaching and Research
1. Given the provisions of the relevant legislation and regulations, this agreement serves to define powers relating to academic teaching and research in the degree programmes offered at UGY on behalf of UG.
2. Participants in the degree programmes include:
   (1) The Dean of Programmes of UG at UGY
   (2) The lecturers
   (3) The researchers
   (4) The examiners
   (5) Members of the Board(s) of Examiners

Article 5 Governance of UG degree programmes in UGY
1. According to Dutch law, the degree programmes of UG offered in other locations or countries are part of the degree programmes of UG in the Netherlands.
2. The Board of UG appoints a Dean of Programmes to act on their behalf in the interests of their degree programmes. The Dean of Programmes will hold the office of Vice Chancellor
of UGY.
3. The Dean of Programmes is mandated by the board of UG to appoint the Board of examiners of the UG degree programme at UGY.
4. The Board of Examiners of the UG degree programme in Yantai appoints the examiners.

Article 6 Quality assurance for academic teaching and research
1. The degree programmes have a Programme Committee, an Education Quality Assurance Committee, and a Board of Examiners.
2. The Teaching and Examination Regulations of each degree programme needs the approval of the relevant Faculty Board of UG in The Netherlands.
3. Quality assurance of the degree programmes is carried out in accordance with the quality requirements which apply to all degree programmes of the UG and which are derived from the Higher Education and Research Act (WZW - Wet op het hoger onderwijs en wetenschappelijk onderzoek).
4. Credits earned by students at UG degree programmes at UGY are therefore also valid at UG in the Netherlands.

Article 7 Admission of students
UGY students are admitted to the degree programmes of UG on behalf of the relevant Faculty Board in the Netherlands by the Admissions Board appointed for that purpose. The criteria for admission of UGY students as registered students of UG is no higher than the criteria applicable to Dutch students.

Article 8 Finances
1. UGY is obliged to reimburse UG and CAU for the services offered. UGY is obliged to reimburse UG and CAU for the costs of these services. The services include lectures, management and other staff work in the field of teaching, research and quality assurance, student recruitment, staff recruitment, HR, Finance, accommodation, IT facilities, library facilities, administration etcetera.
2. The costs that UG and CAU will charge to UGY include:
   1) Deployment of personnel employed by the UG and CAU that conducts work for UGY in Groningen.
   2) Deployment of personnel employed by the UG and CAU that conducts work for UGY in China for a short period.
   3) Deployment of personnel employed by the UG and CAU seconded to UGY.
   4) With regards of material costs, the intention of the UG and CAU is that where possible, these costs will be directly chargeable to UGY. In a number of instances, this will not be possible and UG and CAU will invoice UGY.

   The costs for items 1, 2 and 3 refer to salaries, taxes, social insurance, and travel and housing costs according to the contracts and Chinese regulations.
3. UG and CAU will issue invoices to UGY for cost reimbursements on monthly basis and UGY needs to complete payment within 60 days upon invoice issuance.
4. CAU and UGY will assist UG to obtain all necessary licenses and approvals form the relevant government authorities of China to facilitate the remittance of the UG’s costs incurred to UG’s overseas bank account.
5. UG’s invoices will be calculated and denominated in EURO. UGY needs to pay EURO to UG’s designated bank account.
6. When UG claims the cost from UGY, the related PRC tax should be borne by UGY and the tax filing formalities should be conducted by UG while UGY or CAU should support the filing procedure and provide the documents in response to the authorities’ requirement.

7. According to Dutch law UG is not responsible or liable for the financial operations of UGY, and in this respect this agreement has priority over the MoU. UG will therefore not be liable for any losses incurred by UGY, neither will CAU be liable for such losses.

Article 9 Ownership
1. Materials that have been made available by one of the parties to carry out academic teaching or research under this agreement will remain the property of that party, unless otherwise agreed.
2. The rights to the results of research projects are vested to the party which has developed the research results in question, unless otherwise agreed.
3. The parties may enter into separate written agreements regarding the exploitation of the results.

Article 10 Duration
This agreement is entered into for the term of the MoU, of which this agreement is a component and, provided the circumstances remain the same, will be automatically renewed along with the MoU, unless one of the parties gives notice in writing, at least one year in advance, that it does not wish to renew the agreement or does not wish to renew it on the same terms.

Article 11 Amendment
A suggestion to amend this agreement may be made by the Board of the UG in the Netherlands, the Board of CAU or the Board of UGY.

Article 12 Settlement
In the event of termination of collaboration, the parties will come to an arrangement regarding settlement of the obligations entered into.

Article 13 Disputes
Any dispute which arises at any time from this agreement or in any other way regarding the UG, UGY and/or CAU will be resolved in accordance with the step-by-step plan outlined below:
1. An initial informal attempt at resolution by the staff members involved in the dispute and the Dean of Programmes.
2. If resolution cannot be reached through this procedure, the dispute will be brought before the Presidents of the UGY, CAU and the UG.
3. Any disputes, controversies, discrepancies or claims which arise from or are related to this agreement, including the existence, duration, interpretation, performance, violation or termination of the agreement, or disputes regarding non-contractual obligations which arise from it or are related to it and cannot be resolved within three (3) months of that dispute arising, will be submitted to and finally resolved through arbitration by the Hong Kong International Arbitration Centre (HKIAC) pursuant to the HKIAC Administered Arbitration Rules in force at the time when the request for arbitration is filed. This provision for arbitration will be governed by Hong Kong law. The place of arbitration will be Hong Kong. The number of arbitrators will be three (3). The language of arbitration will be English.
4. During any dispute, the UGY, CAU and the UG in the Netherlands agree among themselves that they will continue to comply with their respective obligations under this agreement, and that nothing in this Article will at any time stop the UGY, CAU and the
UG in the Netherlands from taking legal steps or using any other rights and resources available to them under this agreement.

5. Regardless of the final outcome of the dispute, the UGY, CAU and the UG in the Netherlands will call on all of their respective sources and assets to continue to deliver the degree programmes without interruption for students who have been admitted, until they have graduated.

**Article 14 Force Majeure**

According to the relevant provisions of the contract law in China, within the validity of this agreement, any party that is unable to perform its obligations due to force majeure is exempted from liability in part or in whole in light of the impact of the event of force majeure, except otherwise provided by law. When the occurrence of force majeure has resulted in the fundamental breach of the agreement, the party has the right to terminate the agreement or be exempt from any liability.

**Article 15**

This agreement is executed in Chinese, English and Dutch in six (6) originals separately. The Chinese and Dutch version shall be consistent with the English version and of equal legal effect. Each party shall hold one original in Chinese, English and Dutch. UG shall submit one original in Chinese, English and Dutch to the Dutch education authorities for approval.

**Signed by:**

**University of Groningen**
Address: Broerstraat 5, PO Box 72, 9700 AB, Groningen, the Netherlands
Signature:

Name: Sibrandes POPPEMA  Position: President
Date: October 11, 2016

**China Agricultural University**
Address: No. 2 Yuan Ming Yuan Xi Lu, Beijing, People’s Republic of China
Signature:

Name: KE Bingsheng  Position: President
Date: October 11, 2016

**Yantai Groningen University**
Address: No. 2006, Binhai mid-Road, Hi-Tech District, Yantai City, China
Signature:

Name: FU Zetian  Position: President
Date: October 11, 2016
ADDENDUM

As a consequence of the adoption of the new law on Education and Research (Whw) in The Netherlands Three articles in the Education and Qualifications Covenant with CAU, the city of Yantai and UGY must be adapted

Art. 6.1 (old): ‘The degree programmes have a Programme Committee, a teaching quality assurance committee and a Board of Examiners.’
> Article 1.19 WHW of the new law has implications for this article. No fully fledged Programme Committee and no teaching quality assurance committee are required outside The Netherlands in the sense as they operate at this moment in Groningen.

Proposed new text:
Art. 6.1: ‘The degree programmes in Yantai have a Board of Examiners as referred to in article 7.12 WHw.’
Art. 6.2 (renumber from here): ‘The degree programmes in Yantai, on the basis of Art. 1.19 Whw, have the equivalent of a Programme Committee, with comparable tasks regarding quality assurance as the Programme Committee for the degree programmes in Groningen, but without the related right of consent over the Teaching and Examination Regulations (TER, in Dutch abbreviated as OER) derived from Chapter 9 WHw.

Art. 6.2 (old): ‘The Teaching and Examination Regulations of the degree programme must be approved by the relevant Faculty Board at the UG.’
> The Faculty Board does not issue approval, but rather advises the CvB in Groningen about the TER for the degree programme in Yantai.

Proposed new text:
Art. 6.3: ‘The Dean of Programmes, mandated to this end by the Board of the UG, adopts the TER for the degree programme in Yantai; cf. Art. 1.19 WH. The TER articles for the Yantai degree programme that relate to learning outcomes and entry requirements will be identical to the corresponding articles in the reference TER for the UG degree programme.
Art. 6.4: ‘The Dean of Programmes will adopt the TER of the degree programme in Yantai only after the Board of UG has requested advice to this end from the Faculty Board responsible for the degree programme in Groningen. On the basis of this advice, the Board of UG can decide to allow the TER of the Yantai degree programme to be adapted by the Dean of Programmes.

Art. 7 (old): ‘Admission of students to UG degree programmes is organized on behalf of the Board of the relevant faculty by the relevant Admissions Board. The entry requirements for degree programmes offered by UGY are not higher than those that apply to Dutch students.’
> Admission of students in Yantai is organized by the Admissions Board of the degree programme in Yantai on behalf of the Dean of Programmes.

Proposal new text:
Art. 7: ‘The admission of students to the UG degree programmes in Yantai is organized on behalf of the Dean of Programmes by the relevant Admissions Board for the degree programme in Yantai. The entry requirements for degree programmes offered by UG in Yantai are not higher than those that apply to the degree programme offered by the UG in Groningen.’

2) Extent of quality assurance will affect the extent of the efforts to be compensated

The rules governing the implementation of quality assurance set out in this quality assurance protocol will influence the extent of the efforts made by faculties regarding UG degree programmes in Yantai (e.g. peer support, quality assurance agreements between degree programmes, etc.) and thus also the compensation that will be requested from UGY.