

Agreement on a Double Degree Bachelor Program

between

Yaroslavl State Technical University, Russia

Moskowskij Prospect 88
R-150023 Yaroslawl
hereinafter referred **YSTU**Represented by its acting Rector, Prof. Stepanova Elena Olegovna

and

Technical University of Applied Sciences Wildau, Germany

Hochschulring 1
D-15745 Wildau
hereinafter referred **TH Wildau**Represented by its acting President, Prof. Ulrike Tippe

1 Subject of the Agreement and Aims

This agreement describes the academic and administrative conditions concerning the realization of the Double Degree Bachelor Program in "Business Informatics [Wirtschaftsinformatik]". The program supports the exchange of students between the Faculty of Engineering and Economics at Yaroslavl State Technical University, Russia (hereinafter referred to as "YSTU") to the Faculty of Business, Computing and Law at Technical University of Applied Sciences Wildau (hereinafter referred to as "TH Wildau"). The aim is to enable YSTU students to receive Bachelor degrees of both universities. This is based on the principle that the participating students have to fulfill the requirements of both study programs.

2 Academic Conditions

2.1 Acknowledgement of Entry Requirements

On the assumption of fundamental equivalence and based on mutual trust in the academic quality of the host university's curriculum it is agreed that

- TH Wildau acknowledges the qualification for the university entrance to YSTU as entry requirement for the Bachelor degree program "Business Informatics" at TH Wildau.
- YSTU acknowledges the qualification for university entrance to TH Wildau as the entry requirement for the Bachelor degree program in "Business Informatics" at YSTU.

2.2 Prerequisites

- 2.2.1 This agreement applies to YSTU students, who are enrolled full-time in the Bachelor degree program in "Business Informatics" for an educational program of higher education undergraduate program, direction of training 38.03.01 "Economics", profile "Economic Informatics", and will also study in TH Wildau as full-time students in the 6th and 7th semesters.
- 2.2.1.1. At YSTU, students are enrolled in the first year for places under contracts for the provision of paid educational services.
- 2.2.1.2. At TH Wildau students are enrolled in the 6th and 7th semesters.
- 2.2.2. Knowledge of German is an indispensable prerequisite for admission to the program.
- 2.2.3. Students are well-versed with the German language (Common European Framework of Reference for Languages (CEFR) level C1), as demonstrated by Test DaF (TDN4), DSD II, TELC C1, a C1-Diploma by the Goethe-Institut, or by a DSH2 certificate, by the end of their third year of studies, in order to fulfill the requirements for their stay at TH Wildau.
- 2.2.4. With the beginning of the Bachelor degree program at YSTU, learning of German as a foreign language is mandatory for five semesters.
- 2.2.5. Students of YSTU who seem less skilled in German are requested to attend additional German language courses prior to and/or during their stay at TH Wildau.¹)

2.3 Selection Procedure

- 2.3.1. Both universities guarantee that participants of the dual bachelor degree program will be selected according to their academic, personal, and linguistic qualifications, intercultural competences, and capability for intercultural learning (to be proven through motivation letters and in interviews). The candidates are asked to submit all necessary documents requested by the host university.
- 2.3.2. A common guideline for the selection procedure is the registration regulation of the YSTU in the latest version.

¹ For selection and admission, a lower language proficiency (CEFR B2) may be sufficient as an exception. However, the required certificate must be submitted during the first semester at the host university, by June 30th of the year of the stay at TH Wildau at the latest. If the students do not pass the German language exam C1, they will be retrospectively exmatriculated by the TH Wildau.

- 2.3.3. For pre-enrolment in the program, TH Wildau demands the following information: name, registration number of the home university, date of birth and a biometric photo for the passport.
- 2.3.4. If admitted to the program students have to present following additional information about themselves not later than 30 September after the start of the 5th semester of the running year:
- an application filled and signed by the student;
- student's name, address, email address, date and place of birth, residence address, citizenship, scan of the international passport, curriculum vitae, contact data;
- the transcript of the academic performance for the period from the 1st to 4th semester including information about mandatory credits to be passed by the end of the 5th semester
- certified copies of the documents in Russian language about student's progress with a certified translation into German or English language as well as progress according to ECTS points.
- 2.3.5. The home university proposes a list of selected students to the host university. The host university is entitled to evaluate the list and documents. The host university reserves the right to accept or refuse the selected applicants in cooperation with the international office.
- 2.3.6. Final decision about admission of each student in the program is taken on the basis of their test results in the German language and in correspondence to special competences. These requirements are one of the ways to guarantee that students will succeed in passing exams in the 6th and 7th semesters in TH Wildau.

2.4 Exchange Contingent

The number of participants will be limited to 25 students from YSTU. The number of admissions may be changed as deemed necessary through mutual agreement.

2.5 Curricular and Degree Requirements

Both parties jointly develop the curriculum of the program.

YSTU students spend two semesters at the host university and must follow the curricular and degree requirements of TH Wildau.

After having been accepted by the host university or at the latest at the beginning of each semester a study plan has to be written and approved by both parties. The following paragraphs state the curricular conditions for reference.

Any further details will be handled by the examination board or academic committee of the university in question.

2.5.1. Students of YSTU at TH Wildau

Students of YSTU study their first five and their eighth semester at YSTU and their sixth and seventh semester at TH Wildau as full-time students.

They have to gain at least 30 ECTS credits at TH Wildau and at least 180 credits at

YSTU. 30 additional credits have to be obtained through an internship either in Germany or in a German company operating in Russia. 12 credits have to be obtained through the Bachelor's thesis. The aggregated total credits gained must be at least 240 ECTS credits.

Courses selected at both universities should overlap only slightly. Admissible compulsory and compulsory-elective courses are listed on the TH Wildau and YSTU University websites in the most recent versions of the applicable course catalogue.

Assistance for compulsory courses within the curriculum will be given by means of accompanying literature as well as teaching materials.

To fulfill the study requirements of both universities, an industrial internship of at least ten weeks must be completed in the bachelor's program in accordance with the study and examination regulations of TH Wildau. The TH Wildau supports YSTU students in organizing and coordinating their industrial internship.

TH Wildau supports students during the entire exchange period of their studies and also during their internship in the search for accommodation, if the companies do not provide such support.

2.5.2 Bachelor's Thesis

The Bachelor's thesis is performed at YSTU.

The actual processing time for the dissertation is twelve weeks according to the current study and examination regulations. The bachelor thesis is written in the last two semesters of the program.

All credits have to be achieved before submitting the proposal for the Bachelor's thesis to the supervisors.

The Bachelor's thesis has to comply with the requirements of both universities.

The thesis is written in German, and has to contain an abstract of a maximum of fifteen pages in Russian.

Representatives of TH Wildau can be a part of the examination committee and participate in person or through videoconferencing in the thesis defense and evaluation.

2.6 Compatibility of Russian and German Semester Terms

It is acknowledged that terms at YSTU and TH Wildau are not synchronized.

YSTU:

- Fall/Winter term: from September 1 to February 7
- Spring/Summer term: from February 8 to August 31
- 1 Credit Point equals 36 hours

TH Wildau:

- Winter term: from September 1 to February 28/29
- Summer term: from March 1 to August 31
- 1 Credit Point equals 30 hours

2.7 Mutual Recognition of Credits and Grading Systems

All credits acquired under this program will be mutually recognized. Modules and the Bachelor's thesis shall be graded according to a system that makes the YSTU and the TH Wildau grading system compatible:

| YSTU | Russian marks system and assignment | TH Wildau |
|-------------------|-------------------------------------|---------------------------------|
| A (very good) | 5,0 | 1,0 (sehr gut/excellent) |
| A- (very good) | | 1,3 (sehr gut/excellent) |
| B+ (good) | | 1,7 (gut/good) |
| B (good) | 4,0 | 2,0 (gut) good) |
| B- (good) | | 2,3 (gut) good) |
| C+ (satisfactory) | | 2,7 (befriedigend/satisfactory) |
| C (satisfactory) | | 3,0 (befriedigend/satisfactory) |
| - | 3,0 | 3,3 (befriedigend/satisfactory) |
| - | | 3,7 (ausreichend/adequate) |
| D (adequate) | | 4,0 (ausreichend/adequate) |
| F (fail) | 2,0 | 5,0 (ungenügend/fail) |
| Pass | | Bestanden |
| Fail | | Nicht bestanden |

The examinations are listed at the respective university:

in the 1st to 5th and 8th semesters at YSTU and

in the 6th and 7th semester at TH Wildau.

TH Wildau provides YSTU with a transcript of records on academic performance of each student and the number of credits received for each semester.

2.8 Degrees

Upon successful completion of the program at both universities, students will receive the degrees of both universities:

- the degree "Bachelor of Science" of YSTU and
- the degree "Bachelor of Science" of TH Wildau.

The prerequisite for obtaining the degree from the host university is that the degree is issued first by the home university and that both diplomas show that a double-degree program has been completed.

The diplomas are signed by the presidents of the universities and endowed with their stamps.

2.9 Examination Regulations

Passed exams cannot be repeated.

Failed exams can be repeated twice:

Examination Test No. 1 is to be sat during examination time.

Examination Test No. 2 is to be sat during review time.

Examination Test No. 3 is to be sat within one month after the beginning of the lecture period of the next semester.

A failed bachelor thesis can be repeated only once.

Incidentally, the statutes of the TH Wildau and YSTU in their latest version apply depending on the place of the examination to be completed and the current place of study.

2.10 Accreditation

YSTU commits itself to acquire the accreditation of the program by the Ministry of Education and Science of the Russian Federation and the Russian National Accreditation Agency.

TH Wildau shall obtain its own accreditation in the format of internal self-accreditation by the Accreditation Council of Germany.

2.11 Renaming of the program

YSTU has the right to rename the program according to the requirements of the Ministry of Education and Science of the Russian Federation without changing its contents. The new name of the program will be communicated to TH Wildau.

3. Financial Arrangements and Sustainability

3.1.1 Participating students

- 3.2.1. Students participating in this Double Degree Bachelor Program will pay regular tuition and registration fees at their home university. During the term of the agreement the host university agrees to waive all tuition fees for incoming dual bachelor degree students visiting under this agreement.
- 3.2.2. The semester ticket payment for each student at TH Wildau is covered by the tuition fees.
- 3.2.3. The tuition fees are collected by YSTU students in Rubles and transferred each semester to TH Wildau. A fund distribution model is agreed in writing between YSTU and TH Wildau in an annex to this agreement.
- 3.2.4. The deadlines for the transfer are 31st October of each calendar year for the winter semester and 31st March of each calendar year for the summer semester.
- 3.2.5. TH Wildau issues invoices to YSTU twice a year on the basis of the tuition fees distribution percentage to be paid in Euros according to the exchange rate stipulated in the invoice no later than two weeks before the dates stipulated.
- 3.2.6. A service hand-over act is made for each advance payment and after termination of the agreement for the total costs outlined. In case services have not been provided all the advance payments shall be returned to YSTU within 60 days after termination of this agreement.
- 3.2.7. Participants of the dual bachelor degree program are responsible for all additional expenses including living, transportation, insurance, study materials, in case there is no third-party funding. However, the home as well as the host university will try to get financial support to defray all or part of those expenses. The host university will assist the exchange students with accommodation, if wanted and possible.

- 3.2.8. Students enjoy their full rights and status both at the home and host universities. During their stay at the host university, students will be subject to all internal rules of the host university and to all legislative and social obligations of the host country.
- 3.2.9. Each university will maintain policies of insurance, indemnity, and safety for staff and students within the law of its own country.
- 3.2.10. To ensure transparency of the financial process both parties agree to provide free access to the financial data of the program.

4. Validity and Modification of the Agreement

- 4.1. This agreement is concluded for a period of three years. This Agreement may be reviewed at any time and changes to this Agreement may only be made in writing by mutual agreement between Authorized Representatives of the Parties. After a period of one and a half years (eighteen months), the program will be evaluated.
- 4.2. The agreement cannot be terminated before the expiration of three years and no later than August 31st. If a university wants to terminate the contract, it must notify the other in writing at least one year in advance. This does not affect the right to extraordinary termination for cause. An important reason is when the university cannot reasonably be expected to uphold the contract. Termination requires written form. Degree programs to be carried out at this time must be completed in accordance with the spirit of the contract.
- 4.3. This agreement comes into force on the date of its signing by official representatives of both universities and applies to the relations of the parties arising from September 1, 2018. All previous agreements and annexes thereto are considered terminated from 01.09.2018.

5. Confidentiality

- 5.1. The Parties agree to consider any information of scientific, technical and economic content, which became known in the framework of the project under this contract, confidential by nature, as confidential information, even if this information is not marked as restricted. This condition does not have any time limit. Obligations to keep commercial confidentiality is related to any information and documentation that appears in their process of mutual work and is marked as confidential by one of the parties or by mutual agreement of the parties.
- 5.2. Obligation to keep confidentiality does not apply to information that was released before the signing of this agreement; nevertheless, any information that was shared or released to the other party during the discussion of the agreement shall be handled as restricted. The confidentiality obligation shall not apply to Confidential Information which
- the Parties legitimately receive from third parties without being subject to any confidentiality obligations
- · the Disclosing Party has disclaimed in writing any rights to confidentiality
- is required to be disclosed to comply with mandatory legal regulations such as a judicial, official order or decree.

6. Force Majeure

- 6.1. The Parties shall be exempted from partial or full compliance with their obligations under this Agreement if such compliance resulted from events of force-majeure. Events of force-majeure include events that the parties cannot influence and for the emergence of which they are not responsible.
- 6.2. The Party encountering force-majeure shall immediately inform the other party in writing and provide documents confirming such force-majeure events. The information provided has to include description of such events, and, if possible, their potential effect on the ability of the Parties to comply with their obligations under this agreement and on the expected term of compliance with the obligations.
- 6.3. After termination of the events of force-majeure, the Party, which has suspended compliance with the Agreement, shall inform the other Party in writing about the preliminary term of compliance with its obligations.

7. Dispute Resolution

- 7.1. The Parties shall take measures to settle any disputes arising from this Agreement by negotiation.
- 7.2. If the negotiations regarding this agreement fail, any disputes regarding this agreement shall be referred to the courts in the principal place of defendant as the exclusively agreed competent court of the first instance. This agreement and all disputes and claims arising from its subject matter shall be governed by the lex fori.

8. Miscellaneous

- 8.1. Each Party shall not be able to represent the interests of its partner. The persons responsible are entitled only in terms of their own universities.
- 8.2. All the issues related to cooperation and implementation of the joint double Bachelor's degree program shall to be discussed by the Parties in their due course and shall be fixed as supplements to this Agreement.
- 8.3. The Parties agree that any changes, additions, hand-over acts and other documents related to this Agreement will have legal effect only if they are provided in writing and signed by both parties.
- 8.4. After signing this agreement about the joint double Bachelor's degree program all previous agreements and supplements to them on this program are recognized as invalid.
- 8.5. The Parties shall not be liable for the obligations to other organizations, legal entities and individuals and for the obligations of other organizations and individuals to the Parties.
- 8.6. This Agreement does not affect the rights of the Parties for independent activities in the field defined by the subject of this Agreement.
- 8.7. This Agreement is made in Russian and English languages in four copies that are identical and have equal legal force, two copies for each Party.

| Yaroslavi State Technical University | Sciences Wildau |
|--|---|
| Date: | Date: |
| | |
| Prof. Dr. Stepanova Elena Olegovna Rector | Prof. Dr. Ulrike Tippe President |
| | |
| Naumov Denis Vladimirovich | Prof. Nikola Fee Budilov-Nettelmann |
| Vice Rector | Vice President for Studies and Teaching |

Yaroslavl State Technical University

Technical University of Applied Sciences Wildau

Date: 0205.19

Date: 2,5,19

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