



Agreement on a Cooperative Educational Institution between Wuxi University and Novosibirsk State Technical University, Russia

Party A: Wuxi University

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Party B: Novosibirsk State Technical University

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Article 1 Preface

Wuxi University, China (hereinafter referred to as “Party A”) and Novosibirsk State Technical University, Russia (hereinafter referred to as “Party B”) are the legal entities of the Contract. In accordance with the relevant laws and regulations of the Chinese and Russian governments in the field of education, the *Regulations of the People’s Republic of China on Chinese-Foreign Cooperation in Running Schools* (September 1, 2003), the *Implementation Measures for the Regulations of the People’s Republic of China on Chinese-Foreign Cooperation in Running Schools* (July 1, 2004), the *Opinions of the Eight Ministries Including the Ministry of Education on Accelerating and Expanding the Opening of Education in the New Era* (June 2020), and other documents of the Ministry of Education of the People’s Republic of China on the international cooperation in education, both Parties shall, on the premise of

friendly negotiation and in accordance with the principles of voluntary participation, common development and mutual benefit, decide to carry out international cooperation in education in the country where Party A is located to establish Novosibirsk College, Wuxi University without independent legal person status (hereinafter referred to as the “College”).

Article 2 Name and Address of the College

1. Name

Chinese: 无锡学院新西伯利亚学院 (temporary, subject to the approval of the Ministry of Education)

English: Novosibirsk College, Wuxi University

Russian: Новосибирский институт университета Уси

2. Address

College Address: No. 333, Xishan Avenue, Wuxi City, Jiangsu Province, China (inside Wuxi University campus).

3. The Nature of the School's Operation

The College is a cooperative educational institution established by Wuxi University in collaboration with Novosibirsk State Technical University in accordance with the law. The College shall not possess independent legal person status and operates as a non-profit social organization engaged in higher education under the unified management of Wuxi University. The College shall be a public-interested educational entity and neither party seeks reasonable returns.

Article 3 Educational Mission and Talent Development Objectives

1. Educational Mission

The College shall be committed to operating in accordance with the law and adhering to standardized management, upholding the fundamental task of fostering virtue through education and implements an internationalized operational model. In line with the cooperative education agreement, the College shall host "4+0" undergraduate dual-degree joint training programs.

Leveraging the educational strengths, disciplinary features, and resources of Party A and Party B, the College aims to produce open-minded, confident, and internationally competitive talents with a global perspective, a sense of social responsibility, and cross-cultural communication skills. Also, it strives to achieve top-tier academic outcomes and create greater social value.

2. Talent Development Objectives

Seizing the opportunity of the joint building of the "Belt and Road" initiative, and against the backdrop of China's vigorous support to strengthen comprehensive economic and cultural cooperation with countries along the "Belt and Road" and to establish a dual-cycle economic and social development framework integrating domestic and international dimensions, the College shall fully leverage the educational resources of Wuxi University and Novosibirsk State Technical University. Guided by the principle of "openness, inclusiveness, and collaborative innovation," the College aims to produce high-caliber international and versatile talents with a "Belt and Road" international education background, who are familiar with the economic, social, and legal characteristics of "Belt and Road" countries. These talents are expected to be proficient in English, equipped with a global perspective, innovative spirit, and outstanding capabilities.

Article 4 Application for Establishment and Term of Cooperation

1. Application for Establishment

Party A and Party B shall cooperate to submit to the Ministry of Education of the People's Republic of China an application for the establishment of Novosibirsk College, Wuxi University and, if necessary, to the Ministry of Education and Science of the Russian Federation.

The College shall be officially set up with the approval of the Ministry of Education of the People's Republic of China and shall begin to enroll students.

2. Term of Cooperation

This Agreement shall be signed by both Parties and shall become effective from the date of approval as indicated in the Certificate of Approval issued by Chinese education authorities. The term of cooperation between the parties is

15 years, with 10 enrollment cohorts in total. It is planned to start enrollment from July 1, 2025, and the valid period shall expire on August 31, 2040.

Both Parties may reach an agreement to extend the term of cooperation through mutual negotiation six months prior to the expiration of the term of cooperation. The extended term of cooperation shall be agreed upon by the two parties, and a separate cooperation agreement shall be signed and submitted to the relevant Chinese educational authorities for approval. Both Parties shall evaluate the work of the College every 4 years and update the teaching plan as needed.

Students who have been registered prior to the date of termination shall not be affected by the termination of the cooperation, notwithstanding that the cooperation must be terminated earlier for any reason, and the College shall ensure that the registered students complete their studies and obtain the corresponding certificates and that the interests of the students are not impaired.

Article 5 Educational Level, Cooperative Majors, Training Model and Degree Awarding

1. Educational Level

At present, the educational level of the College is full-time general undergraduate education, and the medium- and long-term training objectives are undergraduate and graduate degree students.

2. Cooperative Majors

According to China's academic classification, the enrollment majors of this College are Internet of Things Engineering (Major Code: 080905H), Electronic Information Engineering (Major Code: 080701H), and Data Science and Big Data Technology (Major Code: 080910TH). The corresponding majors of Party B, classified under Russia's academic system, are Information and Computer Technology (Major Code: 09.03.01), Information Technology (Major Code: 09.03.02), and Software Engineering (Major Code: 09.03.04).

3. Study Duration and Enrollment Scale

The Internet of Things Engineering, Electronic Information Engineering, and Data Science and Big Data Technology are all undergraduate majors. The standard duration of study is four years, with a flexible study period ranging from four to six years.

The enrollment target is 80 students per program each year, with a maximum student capacity of 960.

4. Enrollment

The enrollment of the College is included in the enrollment plan of regular higher institutions of the People's Republic of China. The students enrolled shall attend the Nationwide Unified Entrance Examination for Admissions to General Universities and Colleges in China. The College shall strictly implement the unified national enrollment policies of China. In terms of enrolling Chinese students and conferring Party A's diplomas, the College shall implement the same enrollment policies and criteria as Party A does in enrolling Chinese students.

5. Registration and Management of Student Status

Upon enrollment, students shall be registered as full-time students of both Party A and Party B, obtaining student status at both institutions. After registration, Party A shall conduct a preliminary review of the students in accordance with the Regulations on the Management of Students in Regular Higher Education Institutions (Order No. 41 of the Ministry of Education of China). Those who pass the review shall be officially registered and granted student status at Party A. Student status at Party A shall only be registered for students admitted under China's unified national enrollment policy and who are eligible to receive diploma certificates from Party A. Within three working days after the registration deadline, Party A shall notify Party B in writing of the names and identity information of the students who have passed the review, enabling Party B to complete their registration in Party B's student status system. Party B shall then provide Party A with an official letter confirming the completion of student registration. Additionally, Party A shall provide Party B with scanned copies of the students' notarized translations of passport, high school diplomas and high school transcripts for the purpose of filing student status-related materials. The student status registered at Party B shall have the same validity as that of full-time domestic students at Party B.

6. Quality Assurance

Both Parties shall jointly carry out an annual evaluation of the academic performance of the joint teaching program to ensure that educational activities maintain high standards and quality. Through initial, mid-term, and final teaching inspections, as well as routine monitoring, the College shall assess the teaching performance of faculty, student learning progress, teaching order, classroom teaching quality, teaching operation management, examination arrangements, examination monitoring, and the implementation of teaching regulations. Regular supervision of undergraduate education and teaching shall be carried out through methods such as class observations and evaluations, special inspections of examination papers and graduation theses (designs), organizing teacher-student discussion meetings, and conducting teaching research surveys. The College shall accept the evaluation and review of cooperative education organized by the Chinese Ministry of Education, the process-based supervision by relevant departments such as the internal evaluation center of Wuxi University, as well as the quality evaluation organized by the Ministry of Science and Higher Education of the Russian Federation.

7. Training Model

The College adopts the “4+0” double-degree model and students complete all courses in China. The teaching model is in-person instruction. The College's teaching management, academic research, and quality assurance systems are jointly supervised by both Party A and Party B.

8. Degree Awarding and Graduation

Students who, within the prescribed study period set by the institute, complete all contents specified in the teaching plan, achieve passing grades, and meet the graduation requirements and degree-awarding criteria of both partner universities, shall be awarded a graduation certificate and a Bachelor of Engineering degree certificate from Party A, as well as a corresponding bachelor's degree certificate from Party B. If a student completes all contents specified in the teaching plan but does not meet the graduation requirements of Party A within the prescribed study period, Party A may grant them a certificate of completion. For students who withdraw, Party A will issue a certificate of

academic attendance or a factual study certificate. Specific requirements will be implemented in accordance with the *Wuxi University Undergraduate Student Academic Status Management Measures* (no

additional conditions are required for registering Party B's student status).

To obtain the bachelor's degree certificate from Party B, the following conditions must be met:

(1) Complete all the courses specified in the talent training program, with scores of 60 or above (out of 100) in all courses, meeting the minimum credit requirements (165 credits) specified in the talent training program;

(2) Students are required to achieve an English proficiency level of IELTS 6.0 or pass an English proficiency test organized by Party B in the form of an interview prior to the end of the seventh semester, with a maximum score of 100 points and a passing score of 60 points. The interview shall be administered by Party B's faculty, with Party A's faculty participating throughout the process and documenting the interview, including assessing students' English listening and speaking skills, as well as their understanding of subject-related questions. Party B shall conduct English proficiency tests starting from the fourth semester, organizing two tests per semester, with each student allowed to take the test multiple times. Students who pass any one of these tests before the end of the seventh semester shall be considered to have met the English proficiency requirement;

(3) Complete the graduation project with a passing grade and successfully pass the joint defense in English organized by both Party A and Party B.

It is not necessary for the students to study in Russia for a period of time (or to take part in the defense) to obtain the degree of Party B. Party B guarantees that the higher education diplomas obtained by the students are the same as that issued in Russia and are recognized in Russia.

9. Teaching Language

The teaching language at this College is Chinese (Mandarin and standard Chinese characters) and English, of which Chinese (Mandarin and standard

Chinese characters) is the basic teaching language, and the teaching content in English shall not be less than one third.

10. Introduction of Resources

Party A and Party B shall jointly formulate the teaching plan of the Cooperative Majors and jointly undertake teacher arrangement, teaching activities and student training. Party B shall provide courses and handouts (intellectual property rights shall be owned by Party B). Party B confirms that, if necessary, Party A has the right to reasonably transform the introduced courses of Party B to meet the objective needs of teaching. Party A shall implement the teaching evaluation standards and examination regulations of Party B's relevant courses, and the introduced courses of Party B shall not be lower than the teaching standards of Party B in Russia (see Annex: Talent Training Program for details).

At the same time, the teaching plan shall meet the following conditions:

- (1) The courses introduced by Party A from Party B account for more than one third of all courses of the project;
- (2) The professional core courses introduced by Party A from Party B account for more than one third of all professional core courses;
- (3) The number of professional core courses undertaken by Party B's teachers shall account for more than one third of the total number of courses;
- (4) The teaching hours of professional core courses undertaken by Party B's teachers shall account for more than one third of all teaching hours. According to the above requirements, after jointly designing the talent training programs for the three majors of this cooperation, the courses and teaching situations introduced by Party B in each major are as follows:

Major of Electronic Information Engineering

The major offers 48 courses, of which 24 courses and 23 professional core courses are introduced from Party B, 23 professional core courses are taught by teachers from Party B. The specific requirement is as follows.

- a. 24 foreign courses introduced from Party B / 48 courses in total = 50.00%.
- b. 23 professional core courses introduced from Party B / 31 core courses in total = 74.19%

- c. 23 core courses undertaken by teachers from Party B / 48 courses in total = 47.92%
- d. 1024 teaching hours of core courses undertaken by foreign teachers from Party B / 2668 teaching hours in total=38.38%

Major of Internet of Things Engineering

The major offers 44 courses, of which 20 courses and 19 professional core courses are introduced from Party B, 19 professional core courses are taught by teachers from Party B. The specific requirement is as follows.

- a. 20 foreign courses introduced from Party B / 44 courses in total =45.45%
- b. 19 professional core courses introduced from Party B / 29 core courses in total=65.52%
- c. 19 core courses undertaken by teachers from Party B / 44 courses in total = 43.18%
- d. 960 teaching hours of core courses undertaken by foreign teachers from Party B / 2636 teaching hours in total=36.42%

Major of Data Science and Big Data Technology

The major offers 45 courses, of which 22 courses and 21 professional core courses are introduced from Party B, 19 professional core courses are taught by teachers from Party B. The specific requirement is as follows.

- a. 22 foreign courses introduced from Party B / 45 courses in total = 48.89%
- b. 21 professional core courses introduced from Party B /29 core courses in total=72.41%
- c. 19 core courses undertaken by teachers from Party B /45 courses in total = 42.22%
- d. 928 teaching hours of core courses undertaken by foreign teachers from Party B / 2636 teaching hours in total=35.20%

Both Party A and Party B will strictly implement teaching in accordance with the talent training programs jointly developed by both parties.

11. Rights and interests of teachers and students

Party A and Party B shall jointly guarantee the quality of the teachers dispatched to the College, establish the training system for the teachers of the College, provide corresponding professional training for the employed teachers, and

guarantee the legitimate rights and interests of the Teaching and Administrative Staff according to law.

The students of the College shall equally enjoy the teaching resources, services, facilities and other relevant student rights and interests provided by the schools of both Parties, and ensure that the students of the College have the same rights and interests with the local students enrolled by Party A and Party B in China and Russia respectively. Upon expiration of the Agreement or upon termination of the College, both Parties shall make reasonable arrangements for the students to ensure that they complete the degree courses. Regardless of the reason for the termination of this Agreement, the two parties ensure that the rights of students already enrolled by the College are not compromised.

Party A and Party B shall jointly establish a mechanism of academic support and life guidance system to provide students with curriculum guidance, psychological consultation, employment guidance and other services to fully protect the rights and interests of students.

12. Faculty dispatch

Party A and Party B shall arrange high-level teachers for their respective teaching tasks. The teaching mode will be in-person instruction. Teachers dispatched by Party B must hold qualifications as university teachers in Russia and be employed by Party B, and have more than 3 years of experience in teaching professional courses to ensure their teaching quality. The teachers dispatched by Party B shall give lectures on Party A's campus in semester in accordance with the teaching plan jointly formulated by both Parties, so as to eliminate flight teaching. The teachers dispatched by Party B shall be approved by Party A and shall abide by management regulations of Party A and Chinese laws during the teaching period on Party A's campus. Their behaviors shall not damage the national sovereignty, security and social and public interests of China, and shall not spread religion.

The teacher scale, professional level, teaching course and time of Party B's teachers shall follow the talent training program and teaching plan jointly formulated by Party A and Party B, and shall be subject to the supervision and

assessment of both Parties. The teaching method of Party B's teachers shall pay attention to the comprehensive development of high-quality course system, international vision and application innovation ability, and comprehensive study of relevant subjects. The course modules include theory teaching, independent learning and internship practice.

Party B shall, three months prior to the commencement of the courses, provide Party A with proofs of qualifications and other relevant documents of Party B's teachers who shall teach in China to be reviewed by Party A. To ensure teaching quality, both parties agree that Party B shall provide proof of English proficiency, along with lecture videos demonstrating the teachers' ability to deliver courses in English or arrange online video exchanges between the teachers and Party A. This ensures that the teachers dispatched by Party B possess excellent English teaching capabilities. Qualified teachers from Party B shall be eligible to teach at Party A, and Party A shall assist in handling the necessary procedures for their travel to China.

To safeguard the teaching order of the College and protect the interests of students, Party B shall ensure the quantity and quality of teachers dispatched to the College, guaranteeing that the assigned teachers shall fully complete all teaching tasks.

In the event that Party B's university teachers are unable to attend Party A for lectures due to force majeure such as epidemic situation, Party B shall promptly explain the reasons to Party A in writing and submit an application, both Parties may take other measures through negotiation according to the regulations of the Ministry of Education of the People's Republic of China. Both Parties shall use their best efforts to ensure that the performance of this agreement and the teaching plan shall not be affected.

13. Selection of Textbooks

Party A shall, in accordance with the relevant provisions of the Ministry of Education of the People's Republic of China, formulate the selection system for the introduced textbooks. Party A shall review the contents of the introduced textbooks and teaching materials of Party B, so as to ensure that the introduced

teaching materials comply with Chinese educational policies and relevant laws and regulations. Party B shall understand and support Party A's review of materials. If any teaching materials need to be modified or replaced, Party B shall actively cooperate with Party A until the teaching materials provided meet the requirements.

14. Teacher Ethics and Professionalism

The College shall continue to strengthen the construction of teacher ethics and professionalism based on the principle of "moral cultivation". Using process management as an evaluation method, a teacher evaluation system and records will be established, with teacher ethics and professionalism serving as an important basis for annual teacher assessments. For Party A's teachers who fail the evaluation, a strict "one-vote veto" system will be implemented for their appointment. For Party B's teachers who fail the evaluation, Party B will be required to make adjustments and replace them with qualified teachers. Party B must cooperate promptly and ensure that this does not affect the implementation of this agreement or the teaching plan.

15. Other Forms of Cooperation

In addition to the joint training of undergraduate students, the two sides shall also carry out exchanges among graduate students, professors, scientific researchers, academic and non-academic personnel, and carry out joint research projects and scientific activities.

16. Ideological and Political Education of Students

Party A shall, in accordance with the laws and policies of China's higher education, offer all the courses required by the Ministry of Education of the People's Republic of China such as ideological and political education, law courses, China's national conditions and culture, mental health for college students, labor education, public art education and military education in each cooperative school-running major.

Article 6 Input and Sources of Funds of Both Parties

1. Input by Both Parties

(1) Capital Input:

Party A shall be responsible for raising 10 million RMB for the construction and operation, and Party B has no cash input.

(2) Physical Input:

Party A shall provide premises and some tangible assets for educational and office purposes. Tangible assets include equipment, apparatus, furniture and education, management and other administrative-related facilities applicable to the College. Party A shall also provide access to the library, data storage and academic resource system.

Party B shall provide its library and other educational resources, and the teaching materials involved in the courses of Party B introduced into the project. To the extent permitted by law, the students of the College may have the same or equivalent access to the online library and teaching materials as the students of Novosibirsk State Technical University.

(3) Staff and Teaching Input:

Both Party A and Party B shall assign qualified Teaching and Administrative Staff and relevant management personnel for the joint college, and give lectures according to the contents specified in the Talent Training Program. The teachers selected and assigned by Party B to Party A shall be officially employed by Party B, and shall have master's degree or above and corresponding vocational certificate, and have more than 3 years of education and teaching experience.

2. Sources of Funds

(1) Before Party A submits the application to the Ministry of Education of the People's Republic of China for the establishment of the College, Party A shall provide 15% of the cash input as the start-up fund for the construction of the College, and provide the fund-in-place certificate;

(2) Since enrollment, the daily operation funds of the College come from the income of tuition and miscellaneous fees, government subsidies, income from the school's business activities, social donations and other legitimate income;

(3) The use of all the revenues of the College shall be supervised by the financial regulations of Party A's financial department. An independent account shall be established in Party A, and a special financial department shall be established in the College. Under the supervision of the Joint Management Committee, all the

income of the College shall be used for the running and development of the College, and shall not be used for private purposes by individuals or other organizations. Neither party shall obtain any financial return.

Article 7 Organizational Structure and Management Mode of the College

The College, in accordance with the laws and regulations of China and Russia, shall establish a Joint Management Committee composed of members from both Parties as the highest decision-making body. It implements a dean responsibility system under the leadership of the Joint Management Committee and sets up a Joint Teaching Committee and a Joint Academic Degrees Committee to oversee the management and decision-making of teaching and degree-related matters at the College.

1. Joint Management Committee: Both Parties agree to establish a Joint Management Committee, which shall be the highest authority of the College.
2. The Joint Management Committee decides on the following matters:
 - (1) Re-electing or by-electing members of the Joint Management Committee;
 - (2) Appointing or dismissing the dean or the chief administrative officer;
 - (3) Revising the Articles of Association and formulation of rules and regulations;
 - (4) Formulating the development plan and approval of the annual work plan;
 - (5) Fund-raising for running the College and examination and verification of budgets and final accounts;
 - (6) Deciding on the number and salaries of Teaching and Administrative Staff;
 - (7) Deciding on the division, merger and termination of the College;
 - (8) Supervising Wuxi University and Novosibirsk State Technical University to fulfill their respective responsibilities and obligations in accordance with the signed cooperation Agreement and the Articles of Association.
 - (9) Making negotiations and resolutions of other matters related to the operation of the College and other responsibilities of the Joint Management Committee.
 - (10) Other functions and powers specified in the Articles of Association.

3. The Joint Management Committee shall determine the teaching hours and salary standards of Party B's teachers working in the College.
4. The Joint Management Committee consists of eleven members with voting rights (including the Chairperson and the Vice Chairperson). Party A shall appoint six members and Party B shall appoint five members. The person in charge of Party organization of Party A is a member of the Joint Management Committee and shall be responsible for the Party building work of the College.
5. The Joint Management Committee shall hold meetings at least twice a year. Upon the proposal of one-third or more of its members, interim meetings of the Management Committee may be convened. The following major matters shall require the approval of two-thirds or more of the entire membership instead of two-thirds of the members present at the meeting, to be passed:
 - (1) Appointing or dismissing the dean or the main administrative staff;
 - (2) Amending the Articles of Association;
 - (3) Formulating the development plan of the College;
 - (4) Deciding on the division, merger and termination of the College;
 - (5) Reviewing budgets and final accounts.
 - (6) Any other matters that the Joint Management Committee deems necessary to be agreed by more than two-thirds of its members.
 - (7) Other major matters specified in the Articles of Association.
6. The Joint Management Committee shall have a Chairperson and a Vice Chairperson. The Chairperson shall be appointed by Party A, and the Vice Chairperson shall be appointed by Party B.
7. Proceedings of the Joint Management Committee:
 - (1) The Chairperson shall preside over the meeting of the Joint Management Committee. Under special circumstances, if the Chairperson is unable to attend and it is necessary to convene the meeting of the Joint Management Committee, the Vice Chairperson shall preside over the meeting of the Joint Management Committee. The number of members present at the meeting must be more than two-thirds. The presiding officer shall consult the members who are unable to attend the meeting in advance and notify the decision of the meeting afterwards.
 - (2) The topics for each session of the meeting of the Joint Management

Committee shall be worked out by the Chairperson, Vice Chairperson and members according to the actual situation of the College work, and the participants shall be informed in advance.

(3) For major matters related to the development of the College, an enlarged meeting of the Joint Management Committee may be held to invite relevant personnel to attend the meeting.

(4) In the discussion of all topics, the opinions of all members shall be fully listened to. The final resolution shall be approved by the majority of members. If it is difficult to form a resolution for the time being, a resolution can be formed after further investigation and careful study. Members are allowed to retain their opinions.

(5) When more than one-third of the members of the Joint Management Committee propose in writing and specify the contents for discussion, the Chairperson and the Vice Chairperson, or other members authorized by the Chairperson and the Vice Chairperson, shall convene an interim meeting of the Joint Management Committee at a convenient time and place. Each member shall be notified in writing of the convening of an interim meeting of the Joint Management Committee not less than 10 days before the meeting.

(6) A resolution is usually made by oral statements or by raising hands, insisting that the minority is subordinate to the majority.

(7) Detailed and true records shall be made for the discussion and formed meeting resolutions. The minutes of the meeting are generally made by the person designated by the presiding officer of the meeting of the Joint Management Committee.

(8) Participants must comply with confidentiality rules.

8. The Joint Management Committee shall also invite a higher education authority or specialized educational evaluation body to assess the implementation of the College to ensure that the quality and level of the College is up to commonly accepted standards and to promote continuous improvement of the College's work and quality.

9. Joint Teaching Committee: Both Parties agree to establish a Joint Teaching

Committee (hereinafter referred to as the Teaching Committee). The Teaching Committee serves as the decision-making body for teaching affairs at the College and holds full authority over teaching affairs. It operates under the Joint Management Committee, with decisions made based on the principle of majority rule.

10. The Joint Teaching Committee decides on the following matters:

- (1) Formulating and modifying training programs and teaching plans;
- (2) Confirming additional majors;
- (3) Suggesting on the number of admissions;
- (4) Formulating teaching quality monitoring schemes;
- (5) Evaluating and improving education and teaching quality;
- (6) Other teaching affairs related to the College.

11. The Joint Teaching Committee consists of nine voting members. Among these, Party A appoints five members, and Party B appoints four members. The Chairperson and Vice-Chairperson of the Teaching Committee are appointed by Party A and Party B, respectively.

12. Joint Academic Degrees Committee: Both Parties agree to establish a Joint Academic Degrees Committee (hereinafter referred to as the Degrees Committee). The Degrees Committee serves as the decision-making body for degree-awarding matters at the institute and holds full authority over degree-related affairs. It operates under the Joint Management Committee, with decisions made based on the principle of majority rule.

13. The Joint Degrees Committee is responsible for making decisions on the following matters:

- (1) Review of degree applications;
- (2) Recommendation for degree conferral;
- (3) Resolution of degree-related disputes within the college;
- (4) Other degree-related matters concerning the college.

14. The Degree Committee consists of nine voting members. Among these, Party A appoints five members, and Party B appoints four members. The

Chairperson of the Joint Degrees Committee shall be appointed by Party A, and the Vice-Chairperson shall be appointed by Party B.

15. The College shall have one Party Secretary, one Dean, one Deputy Party Secretary, and two Vice Deans. The College shall establish a Party organization, with Party A appointing personnel to serve as Party Secretary and Vice Party Secretary. The Party Secretary will be an ex-officio member of the Joint Management Committee. The Dean of the college will be appointed by Party A, and the appointee must be a Chinese national, residing in China, who demonstrates a strong sense of patriotism, possesses good moral character, and has substantial educational and teaching experience along with the requisite professional expertise. Among the two Vice Deans, one shall be appointed by Party A and shall be a Chinese professional with Chinese nationality residing in China. The other Vice Dean shall be a foreign professional appointed by Party B. The Dean and Vice Dean shall serve a term of 4 years, with the possibility of reappointment for additional terms upon approval by the Joint Management Committee.

16. The Dean of the College shall be fully responsible for the work of the Joint College and shall exercise the following powers:

- (1) Responsible for formulating development plans, annual work plans, financial budgets, and important regulations such as appointments, dismissals, rewards, and penalties, and submit them to the Joint Management Committee for review;
- (2) Organize and carry out educational teaching and scientific research activities in accordance with the regulations approved by the Joint Management Committee, ensuring the quality of education and teaching;
- (3) Responsible for the day-to-day management of the College;
- (4) Implement other requirements and tasks delegated by the Joint Management Committee.

The Vice Dean shall assist the Dean in jointly fulfilling the powers and responsibilities outlined in the Articles of Association and agreement of the College, ensuring the smooth operation and development of the College. The

Chinese Vice Dean will assist the Dean in carrying out work and managing the teaching duties of Chinese faculty members. The Foreign Vice Dean will assist the Chinese Dean and Vice Dean in their work, supervise the teaching duties of foreign faculty members, and assist with other tasks of the College.

Article 8 Management of Faculty

1. The core faculty of the College shall consist of teachers approved by Party A and Party B.
2. The College aims to strengthen the construction of teachers and selects teachers who meet the requirements of both Parties.
3. The College selects teachers in accordance with the *Regulations of the People's Republic of China on Chinese-Foreign Cooperation in Running Schools* and the relevant provisions of the Joint Management Committee and Russia.
4. In principle, the teachers selected by Party B shall be excellent teachers officially employed by Party B. The teachers dispatched by Party B shall give lectures in semester in accordance with the teaching plan jointly formulated by both Parties. The teacher's scale, professional level, teaching course and time shall meet the requirements of the training program, and shall be subject to the supervision and assessment of both Parties. And the teachers selected and dispatched by Party B shall meet the following basic qualifications:
 - (1) More than three years of teaching experience;
 - (2) Teaching experience of the courses they are assigned to at Party B;
 - (3) Master's degree or above (of which the teachers with doctoral degree should at least account for more than 1/3);
 - (4) Excellent academic competence and desirable capability of teaching in the English language.
5. The process of selecting and dispatching Party B's teachers shall strictly follow the agreed requirements and procedures for the dispatch of the teachers.
6. The College shall protect the legitimate rights and interests of teachers in accordance with the relevant laws and regulations and the Articles of Association.

7. The College shall formulate a teacher development plan, and Party A and Party B shall make joint efforts to improve the ability of teachers of both sides in the College. At the same time, Party A shall organize teachers of relevant majors to go to Party B for further training. Party B shall provide training opportunities for Party A's teachers every year. The number of trainees organized by Party A shall not be less than 2 teachers every year.

8. If there is sufficient evidence of relevant personnel's misconduct, non-compliance with industry standards, or failure to teach and manage courses or cooperative project in accordance with the requirements of this Agreement, either Party may, by written notice and in consultation with the other Party, request the removal of the relevant personnel from their respective positions.

Article 9 Rights and Obligations of both Parties

Party A:

1. Responsible for submitting all the materials required for the application to the competent education department in China;
2. Responsible for the preparation of the College, provide the venue and facilities for the operation of the College, formulating the teaching plan, and supervising the operational status;
3. Responsible for the management of students, including the publicity of cooperative project, enrollment, teaching matters;
4. Responsible for curriculum construction, teacher selection, textbook design, teacher recruitment and training to ensure high-quality completion of the College teaching tasks;
5. Responsible for the daily operation management of the College, especially supervising the implementation of teaching plan with Party B to ensure the efficient operation of teaching quality monitoring;
6. To properly arrange the living and working needs of Party B's teachers in the College, including: provision of accommodation, catering, assistance to overseas teachers in applying for Chinese visa, and to consider teaching support

suggestions put forward by Party B to ensure the normal and high-quality operation of the College;

7. To actively publicize Party B in the campus, notify Party B of Party A's publicity activities in the form of annual calendar and update them monthly, encourage students to go to Party B for exchange and study for Party B's master's or doctor's degree, and keep student archives and provide transcripts for project students;

8. Responsible for teaching the courses under the responsibility of Party A and the courses jointly developed by both parties in the College, organizing examinations, reviewing and revising examination papers, confirming final examination results, reviewing degree theses, homework and other courses and projects;

9. Responsible for providing Party B with student transcripts, and assisting Party B in confirming and managing student scores;

10. To issue Party A's diplomas and bachelor's degree certificates to eligible students;

11. Party A shall be responsible for the Party building work of the College and offering ideological and political related courses as required;

12. Party A shall cooperate with Party B to organize the graduates of the College to attend the graduation ceremony.

Party B:

1. To provide Party A with all relevant documents required for the application of the cooperative educational institution, including but not limited to the school qualification, certification documents, curriculum materials and supporting materials, etc.;

2. To provide the College with high-quality teaching resources, including but not limited to the provision of cutting-edge and advanced teaching materials, high-quality curriculum materials, teaching contents and evaluation standards, etc. and accept Party A's review, and do not violate Chinese laws and regulations and relevant policies, submit the introduced courses and teaching materials to

the competent education department in China for approval as the annex hereto (see Annex for details);

3. The registered students of the College shall enjoy the same rights and obligations as the local students of Party B, and may enjoy the access to Party B's library network resources, educational resources and other teaching-related resources and equipment;
4. To select teachers with professional teaching qualifications to go to China to complete the teaching tasks undertaken by Party B to ensure the quality of teaching;
5. Through consultation with Party A, to assist Party A to improve the introduced courses from Party B if necessary so as to better adapt to localized teaching;
6. Party A and Party B shall jointly participate in the course design, dispatch Party B's teachers to come to China for teaching, teaching operation and provide relevant training for students in accordance with the *Talent Training Program*. The courses to be provided by Party B shall not be less than one third of all courses; The core professional courses provided by Party B shall not be less than one third of all core courses; The number of professional core courses and teaching hours to be undertaken by Party B shall not be less than one-third of the number and teaching hours of all Chinese-foreign cooperation courses;
7. To participate in the management of the College, including appointing professionals to the necessary positions of the College, supervise the operation of the College and the implementation of the teaching plan together with Party A, and propose quality improvement suggestions if necessary;
8. Responsible for teaching the courses under the responsibility of Party B and the courses jointly developed by both Parties in the College, organizing examinations, reviewing and revising examination papers, confirming the final examination scores, reviewing degree thesis, homework and other courses and projects, and communicating with Party A on the results of the students involved in some courses, to facilitate Party A's confirmation and management;

9. To confirm the transcripts of the courses undertaken by Party B provided by Party A;
10. To issue Party B's bachelor's degree certificates of relevant majors to eligible students;
11. To provide training opportunities for Party A's personnel at Party B, assist Party A's personnel in arranging visa and other related work, actively provide course information for students who wish to study on Party B's campus, and provide various support policies and assistance to ensure that the students going to Party B enjoy the same rights as Party B's own students. The students also enjoy the same access to foreign school network resources, as well as various support policies and assistance;
12. Party B shall provide opportunities and suggestions to Party A's students who meet the requirements to pursue master's and doctor's degree at Party B;

Article 10 Intellectual Property Rights

1. All intellectual property rights developed and/or contributed by Party A or its personnel and provided to the College, including course materials, syllabuses, course systems and other materials or information, shall be owned by Party A.
2. All intellectual property rights developed and/or contributed by Party B or its personnel and provided to the College, including course materials, syllabuses, course systems and other materials or information, shall be owned by Party B.
3. The intellectual property rights such as course materials jointly developed by Party A and Party B shall be shared by both parties according to the proportion of contribution to the intellectual property rights.
4. Party A and Party B may use the logo, trademark and brand of the other party to publicize the College and the cooperative project. However, prior to use, the consent of the other party shall be obtained, and the relevant publicity content shall be reviewed by the other party.
5. Party A shall ensure that the course materials provided by Party B are only used for the education and teaching activities of the joint college project.

6. Party A shall not sell, transfer, sub-license or otherwise dispose of the course materials and intellectual property rights provided by Party B, unless both parties agree and confirm in writing.

Article 11 Tuition Fees

1. Under the "4+0" double-degree training model, the tuition collection standard is determined based on the cost compensation principle and the actual situation, and is subject to the approval results of relevant departments of the Chinese government.
2. Party A shall be responsible for collecting tuition in accordance with policies and procedures. Tuition shall be paid in RMB, and shall not be charged in foreign currency.

Article 12 Cooperation in the Field of Scientific Research

Party A and Party B specify that teachers shall carry out scientific research cooperation.

Article 13 Financial Management, Asset Management and Audit

1. The College shall establish and improve the financial, accounting system and asset management system in accordance with the laws of China, and set up accounting books in accordance with the relevant national regulations.
2. The College is a public welfare school, not for the purpose of profit. The education and teaching expenditure of the College shall be presented according to the relevant financial laws and policies of China and the cost of running the school.
3. Tuition fees shall be charged in RMB and shall be collected by Party A. Pre-collection of fees across academic years or semesters is prohibited. All the income of the College shall be subject to the supervision and management of the financial department of Party A and shall be included in the budget management of Party A. The financial management shall comply with the relevant financial management system of Party A. Under the financial system

of Party A, an independent financial account shall be established for the school-running funds of the College for independent accounting, ensuring that the funds are used solely for the college's purposes. The fee use shall be managed in a unified way. If it is necessary to engage in foreign exchange revenue and expenditure activities and to open and use foreign exchange accounts, it shall abide by China's foreign exchange management regulations. 4. The Joint Management Committee shall prepare a financial budget (including income and expenditure of the College and others) for each financial year, and the College shall report to the Joint Management Committee on the financial performance of the previous year.

5. The funds of the College are mainly used for education and teaching, scientific research activities and improvement of school-running conditions. If there is a surplus, it shall be used to improve school-running conditions. At the end of each fiscal year, the College shall draw a development fund at the rate of 25% of the annual increase in net assets from the increase in annual net assets for the construction and maintenance of the College and addition and replacement of teaching equipment.

6. Party A shall review the accounts of the College in accordance with the common accounting audit methods used by its affiliated colleges, entrust a relevant auditor to issue the annual audit report according to law, publish the audit results to the public and report to the audit authority for record-keeping.

7. Party A shall pay Party B for teaching resources usage fees, with the fee standard based on per-student cost calculations. Party A shall pay these fees by December 31 of the year in which each cohort of students enrolls in their first year. Party A shall also withhold and pay the corresponding taxes as required by Chinese tax authorities, and the remaining amount after tax deductions shall be paid to Party B.

8. Both Party A and Party B shall pay their respective taxes in accordance with the relevant laws of the People's Republic of China and the Russian, as well as any preferential policies applicable to the College.

9. Asset Management:

(1) Party A shall establish an asset management system in accordance with the relevant laws and regulations of the People's Republic of China. In line with laws and regulations and Wuxi University's relevant provisions, Party A shall strengthen the management of the College assets and implement a state-owned asset management mechanism characterized by "unified leadership, centralized management, hierarchical responsibility, and accountability to individuals."

(2) Party A shall provide all necessary equipment and facilities for the implementation of the College's plans, implementing hierarchical supervision of the assets used and managed by the College and its departments to ensure the safety and integrity of state-owned assets. After the performance of approval procedures in accordance with the law, Party A shall also manage state-owned assets formed through external investments or other means in a lawful and reasonable manner

(3) During the existence of the College, the ownership of the assets shall belong to Party A. No organization or individual may infringe upon these assets.

Article 14 Liability for Breach of Contract

1. If one party intentionally fails to perform the obligations stipulated in the Agreement, it shall be deemed as a breach of contract and shall bear the losses caused to the other party.
2. The party whose interest is impaired may send a written document to the defaulting party stating the specific breach and requiring the defaulting party to rectify the breach as soon as possible. This rectification period shall not exceed 30 days.

Article 15 Settlement of Disputes

1. Without the consent of both Parties and the Joint Management Committee, any loss caused by any party's non-performance of this Agreement or unilateral act shall be borne by the actor.
2. Both Parties shall resolve any disputes between them through friendly consultation. If a dispute related to this Agreement cannot be resolved through consultation within 60 days from the date one party submits a written request

for consultation, the party may submit the dispute to the China International Economic and Trade Arbitration Commission for arbitration in accordance with its arbitration rules. The arbitration venue shall be Beijing, and the language of arbitration shall be English. The arbitration result shall be final and binding on both Parties, and both Parties shall accept the arbitration outcome.

3. If either party fails to timely and properly fulfill its obligations under this Agreement due to force majeure (force majeure refers to events or circumstances that are unforeseeable, beyond the control of either party, and cannot be avoided through the exercise of reasonable care, including but not limited to natural disasters or government actions (including changes in laws, regulations, administrative measures, or their application), fire, explosion, geological changes, storms, floods, earthquakes, lightning, war or riots, epidemics or pandemics, changes in visa issuance or entry conditions), such delayed performance shall not constitute a breach of this Agreement, provided that the affected party informs the other party of the details of the event within fifteen days of the commencement of the delay or hindrance and takes all necessary measures to mitigate its adverse effects, and (if possible) resumes the affected obligations within three months of the start of the delay. If the force majeure event persists for more than three months, both Parties shall discuss solutions in good faith to minimize disruptions to the College's operations and the teaching of the Cooperative Majors.

Article 16 Streaming Mechanism

For the students who are unable to complete their studies according to the Chinese-foreign cooperative education mode, Party A shall establish a *Student Streaming and Exit Mechanism of Novosibirsk College, Wuxi University* on the basis of abiding by the relevant enrollment system in accordance with the principle of education fairness, so as to protect the interests of the students from being damaged. Party B understands and supports this. Both parties shall adopt a flexible schooling management system, allowing undergraduate students to study for a maximum of six years. For students who still cannot complete studies

after the longest length of schooling, they shall be treated as completed, non-completed or issued a study certificate according to the actual situation.

1. Students who complete all the content specified in the relevant educational and training plans within the maximum study period but fail to meet the graduation requirements of both Party A and Party B shall be granted a certificate of completion issued by Party A.

2. Students who complete the content specified in the educational and training plans within the maximum study period and meet the graduation requirements for their major shall be allowed to graduate and shall be awarded a graduation certificate from Party A. Those who meet the conditions for awarding a bachelor's degree, upon approval by the university degree evaluation committee, shall be granted a bachelor's degree and awarded a bachelor's degree certificate from Party A. The graduation date and degree conferral date shall be recorded as the certificate issuance date. If students also meet the bachelor's degree awarding conditions of Party B, they shall receive a bachelor's degree certificate from Party B.

3. If students are unable to retake Party B's courses according to Party B's academic requirements and pass Party B's corresponding assessments, they may take supplementary courses from Party A within the maximum study period. Upon passing the courses and earning the required credits, and meeting the graduation and degree awarding requirements, they shall receive a graduation certificate and a bachelor's degree certificate from Party A. The graduation date and degree conferral date shall be recorded as the certificate issuance date.

4. Students who withdraw after studying at Party A for more than one academic year shall be awarded a certificate of attendance by Party A. Those who have studied for less than one academic year shall receive a study certificate from Party A.

5. If students fail to pass certain courses in a given academic year, they shall have the opportunity to retake those courses in the following academic year, but the maximum graduation period shall not exceed six years.

Article 17 Termination of the Agreement

1. Party A or Party B may terminate this Agreement when the other party has the following situations:

(1)The other party submits a written request to terminate this Agreement, and the termination takes effect six months after the submission date.

(2)The other party seriously violates the terms of this Agreement, resulting in the inability of the institute to continue operations, and fails to rectify the situation within the specified period.

(3)It is confirmed that the other party loses the ability to fulfill the obligations under this Agreement due to force majeure.

2. With the consent of the Joint Management Committee, the College may terminate its operations subject to the approval of the education administrative department and the registration authority, provided that students are guaranteed to complete their studies.

Article 18 Liquidation

1. Before the College terminates its operation, it shall, under the guidance of the education administrative department and other relevant authorities, entrust a third party to exercise the treatment of creditor's rights, debts and remaining property. During the liquidation, the College shall not engage in activities other than liquidation.

2. The liquidation of the College shall be made in accordance with the following procedures:

(1) Tuition and other fees to be returned to students in school;

(2) Wages paid to teaching and administrative staff and social insurance fees payable;

(3) Other debts of the College to be repaid.

3. The surplus or liability of the College after paying off the above debts shall be disposed of by Party A.

4. Upon termination of the College, its intangible assets and intellectual property rights shall belong to each contributor and shall not be included in the liquidation. The intellectual property rights and related financial problems

jointly acquired during the existence period of the College shall be accounted according to the financial regulations.

5. The land and other fixed assets of the College are not included in the liquidation scope and belong to the contributors.

6. Any Chinese state-owned assets involved in the College shall not be included in the liquidation.

Article 19 Protection of Students' Rights and Interests at the Termination of the Agreement

In the event of early termination of this Agreement for any reason, both Parties shall take any steps necessary to establish an appropriate student placement program to ensure that students enrolled prior to termination of this Agreement are able to complete their studies and obtain all relevant certificates as required. This provision shall survive termination of this Agreement.

Article 20 Applicable Law

This agreement shall be interpreted and governed in accordance with the laws of the People's Republic of China.

Article 21 Relationship

This Agreement does not create any legal partnership, trust, joint venture, agency or employee relationship between both Parties. Neither party shall enter into any agreement or assume any liability on behalf of the other party, nor shall it demonstrate to any person that it is entitled to do so.

Article 22 Change

Changes to this Agreement shall be made in writing, signed by the authorized representatives of both Parties and submitted to the Ministry of Education of the People's Republic of China for approval.

Article 23 Matters Not Covered

For matters not covered in this Agreement, both Parties may enter into a supplementary agreement, which shall come into force as an annex to this Agreement. The annex shall have the same legal effect as the text of the Agreement.

Article 24 Validity and Text of the Agreement

1. This Agreement shall be made in Chinese and English and in quadruplicate for each language. In addition to the documents submitted for approval, Party A and Party B each shall hold one agreement in Chinese and one agreement in English. The content of the Agreement in both languages shall be consistent. In case of any ambiguity between the Chinese version and the English version, the Chinese version shall prevail.
2. Both Parties agree to keep the terms and contents of this Agreement confidential. Except as otherwise provided by law, justice or administration, this Agreement shall not be disclosed to any third party except to the administrative authorities of both Parties without mutual agreement.
3. This Agreement shall be signed by both parties and shall come into force on the effective date as indicated in the approval certificate issued by the competent education department in China.

Annexes:

1. Talent Training Program and Teaching Plan of Cooperative Majors
2. List of Introduction of Teachers
3. List of Introduced Courses and Teaching Materials
4. Syllabus

Party A: Wuxi University

**Party B: Novosibirsk State Technical
University**

Representative: Zhang Yonghong

Representative: Bataev.A.A.

(张永宏)

(Signature)



Seal:

Signed on:

2015.02.01

(Signature)



Seal:

Signed on: