Cooperation Agreement

regarding a

Double Degree Master's Programme

in

Environmental Earth Sciences

between

Freie Universität Berlin, represented by the chairman, Prof. Dr. Peter-André Alt, Kaiserswerther Straße 16-18, 14195 Berlin, Federal Republic of Germany

Implementing institution: Department of Earth Sciences

and

Nanjing University, represented by the chairman, Prof. Dr. Chen Jun, 22 Hankou Road, Nanjing 210093, People's Republic of China

- jointly referred to as partner universities -

Preamble

As stated in their Letter of Intent of February 13, 2011, both partner universities plan to implement a "Master of Integrated Earth System Sciences" within the Earth Sciences section. Based on this, the establishment of a joint "Double degree Master's programme in Environmental Earth Sciences" is being agreed.

The Master's programme has been developed within the framework of the DAAD programme "Integrated international study programme with a double degree" in 2011-12 within the framework of the project "Preparation phase of the integrated international study programme "Master of Environmental Earth Sciences" (DAAD-Project-Nr. 54300797) with the participation of the School of Geographic and Oceanographic Sciences of Nanjing University and the Department of Earth Sciences of Freie Universität Berlin.

1. Implementation, Objective and Execution of the Master's Programme

- 1.1 The partner universities agree to establish the Master's Programme "Environmental Earth Sciences" as a joint study programme. The study programme "Environmental Earth Sciences" will start for the first time in the winter semester of 2012/13 at Freie Universität Berlin and at Nanjing University.
- 1.2 The objective of the study programme is to enable students from both partner universities to obtain a double Master's degree.
- 1.3 The implementation and execution of the study programme takes place in accordance with the "Recommendations for the development of joint German-Chinese study programmes, developed by a German-Chinese group of experts led by the German Rectors' Conference (2005)". The partner universities hereby agree to comply with the therein stated criteria, which are listed below.

2. Administrative Agreements

- 2.1. The education programme and curriculum developed by the partner universities is agreed upon as binding, and is specified in the study and examination regulations, in particular in the jointly developed module catalogue. The Master's programme is regulated by the study and examination regulations which were jointly developed by both partner universities. The partner universities commit to having the respective committees pass the resolutions necessary for these regulations to take effect before the start of the new Master's programme. Freie Universität Berlin will bring forth the accreditation of the Master's programme within the framework of the system accreditation in Germany while Nanjing University is responsible for having the requirements of their own country adequately reflected in this programme.
- 2.2. The responsibility for access and admission to the study programme lies with the respective partner university. The execution of the study programme is the joint responsibility of both partner universities.
- 2.3. Each partner university admits the same number of students to the study programme. The students will have to enroll at both universities during the entire duration of the study programme. The partner universities do not charge the students from the other partner university fees or payments. However, this does not apply if the charge of fees or payments is mandatory. Even during a semester studying abroad students will have to pay the compulsory fees at their home institution which they would normally have to pay.
- 2.4 All activities are subject to the laws of the respective country, particularly the immigration and residence regulations as well as social insurance regulations. The compliance with

these regulations rests solely with the member of the respective partner university. Unless separately made agreements state otherwise, the members of the partner university, in particular the students, have to bear the necessary costs (e.g. travel expenses, accommodation, catering, insurance) for their stay at the other partner university themselves; the partner universities do not assume any financial responsibility for any of these costs.

2.5 A working group of members from both Earth Science Departments of the respective partner universities is responsible for the further revision of this Master's Programme.

3. Principles of the Education Programme

- 3.1. Students of the partner universities will begin their study in the winter semester and complete the study programme in part at the respective other partner university according to the following regulations. Students of Freie Universität Berlin complete the second semester (summer semester) together with the students of Nanjing University at Nanjing University. Students of Nanjing University complete the third term together with the students of Freie Universität Berlin at Freie Universität Berlin. The remaining semesters will be completed at the respective home institution. The duration of the stay at the respective other partner university is thus of comparable length and is generally comprised of one semester.
- 3.2. Study and exam credits acquired at a partner university will be accredited by the other partner university in their entirety and without verification of equivalency based on the study and examination regulations passed by the partner universities. The equivalency of these credits has been and is being ensured during the conception, revision and further improvement of the education programme by the executing institutions of the partner universities. The partner universities are going to use ECTS points for this purpose.
- 3.3. Both partner universities agree within the framework and in compliance with the applicable laws of the respective country that the same entry requirements for the study programme apply. Specific entry requirements, however, are language skills:
 - 3.3.1. Students from both universities are required to submit proof of their proficiency in English equal to a C1 level as defined by the Common European Framework of Reference for Languages (CEFR).
 - 3.3.2. Students from both universities are advised to complete a language course at their home institution in preparation of the semester spent abroad.
- 3.4. The students will receive their certificates from the partner university only after they have obtained the relevant study and exam credits and once their home institution has issued a request for those certificates. For students of Freie Universität Berlin this request will generally be issued in September/October, for students of Nanjing University in December or June.
- 3.5. English is the official language of this Master's programme at both partner universities; however, there are options to attend courses in German and Chinese at the respective partner universities. German students who are not Chinese native speakers acquire Chinese language and culture skills during their semester at Nanjing University (10 ECTS). Likewise, Chinese students who are not German native speakers acquire German language and culture skills during their semester at Freie Universität Berlin (10 ECTS).
 - The language in which module exams are to be taken is defined in the module catalogue. The Master's thesis is to be written in English.
- 3.6. Each partner university issues a reference and a certificate for all students to certify the completion of the academic Master's degree. Both these documents may be combined in

one single document.

3.7. The partner universities issue a Diploma Supplement for their graduates. This Diploma Supplement shall describe the individual modules of the Master's degree and clarify at which partner university these modules were completed.

4. Funding and Liability

- 4.1. The Master's programme is funded by both partner universities insofar as the respective university provides the necessary resources for the implementation of the Master's programme at their institution at their own cost.
- 4.2. Both partner universities may enter into further agreements regarding additional costs (travel and accommodation costs, counseling costs etc.). The partner universities will also try to apply for further funding from the DAAD programme "Integrated international study programme with a double degree".
- 4.3 The partner universities are not liable for the obligations of the respective other partner university. Without prior written consent of the other partner university, no partner university is authorized to enter into any contracts which legally bind the other partner university in any form.
- 4.4 The partner universities are liable to one another for damages arising from willful intent and gross negligence. With regard to personal injury and damage to third parties, the legal regulations apply.

5. Contact Persons

The partner universities consider it useful to each appoint a contact person. They will stay in contact with one another – preferably via e-mail or telephone – and coordinate the implementation of the study programme.

6. Final Provisions

- 6.1. This agreement takes effect after being signed by both parties and is concluded for an indefinite period.
- 6.2. Each partner university may terminate this agreement by the end of the summer semester with a notice period of one year. Both sides are entitled to terminate the agreement on important grounds. This is particularly the case if one partner university cannot provide the relevant legal authorizations (anymore). However, even if this agreement ceases to be in effect, the commitments made herein are to be fulfilled beyond its expiration to the relevant extent with special regard to the needs of the students.
- 6.3. Modifications and additions to this agreement need to be made in the written form. The same applies to a waiver of the requirement for the written form. Should individual sections of this agreement be ineffective or become ineffective, or in case of any gaps, the validity of the remaining sections of this agreement shall remain unaffected. The partner universities commit that instead of provisions being ineffective or merely filling gaps, provisions shall be agreed upon which are closest to the intended purpose.
- 6.4. Each partner university keeps one copy of this agreement.