

EXCHANGE AGREEMENT

between

SAINT-PETERSBURG STATE UNIVERSITY, RUSSIA

and

THE FLORIDA STATE UNIVERSITY, UNITED STATES

In recognition of the mutual benefits derived from scholarly interaction, Saint-Petersburg State University located in the city of Saint Petersburg, Russia (hereinafter referred to as SAINT-PETERSBURG), and The Florida State University, acting for and on behalf of the Florida State University Board of Trustees, a public body corporate of the State of Florida, located in the city of Tallahassee, Florida, in the United States of America (hereinafter referred to as FLORIDA STATE), agree to the following terms:

1. DEFINITIONS

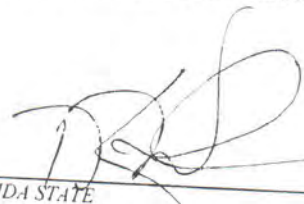
For the purpose of this agreement, a home institution shall mean the institution at which the student intends to graduate, and a host institution shall mean the institution that has agreed to accept the student from the home institution.

Semester or academic year shall normally refer to the period relevant to the host institution.

2. PURPOSE OF THE AGREEMENT

The general purpose of this Agreement is to establish specific educational relations and co-operations between the institutions in order to promote academic linkages and to enrich the understanding of the culture of the two countries concerned.

The purpose of exchange between faculty members is to promote collaborative research, other educational developments and to further mutual understanding.



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The purpose of each student exchange is to enable students to enroll in subjects at the host institution for credit that will be applied towards their degrees at their home institution.

To this end both universities agree to actively support the exchange of faculty, researchers, advanced students, and administrative staff. The universities agree to develop exchange between the following units within their institutions:

- A. At SAINT-PETERSBURG, the Faculty of Law,
- B. At FLORIDA STATE, the College of Law,
- C. At both universities, other appropriate units as determined through mutual consultation.

For purposes of this program, advanced students is taken to mean advanced level undergraduate or LL.M. students at SAINT-PETERSBURG and College of Law students at FLORIDA STATE.

3. STUDENT EXCHANGES

A. NUMBER

Each institution is prepared to send students and receive the equivalent number in exchange annually.

B. QUALIFICATIONS

Each exchange student should demonstrate his/her academic proficiency by a certified transcript.

1. The candidates for these exchanges will be selected first by each of the concerned institutions according to the modalities and criteria pertaining to the responsibilities and prerequisites of each. They must furthermore fulfill the procedures and criteria of selection established by each unit capable of receiving students from the other institution. The final admission is granted by the host university. SAINT-PETERSBURG student candidates of the exchanges addressed by the present agreement will have to successfully pass the Test of English as a Foreign Language (TOEFL) if English is not their first language, according to the conditions of admission of non-residents set forth by FLORIDA STATE.

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2. Knowledge of English is mandatory at FLORIDA STATE in order to participate in the exchange. FLORIDA STATE students who do not speak the language of the institution may participate at SAINT PETERSBURG to the extent an adequate English-language curriculum is available for the relevant semester.
3. The host institution recognizes and understands The Florida State University commitment to equal opportunity, pluralism, the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 (ADA), the standards of conduct in regard to possession, use or distribution of illicit drugs and alcohol, and sexual harassment policy.

C. COSTS

The financial arrangements for these student exchange programs are meant to implement Florida Statutes 1001.75(14), and Florida Department of Education Rule 6C-4.001(k).

Resources for implementation of this agreement may be provided by either party; however, nothing herein shall obligate a party to fund a project where the resources are not available. Each agreement for a specific undertaking between the two institutions shall address the source of funds to underwrite the project. In the event that a party's funds for a project become insufficient to cover its projected costs, then that party will immediately notify the other and the parties shall mutually determine whether the project can be continued.

1. Tuition & Related Fees

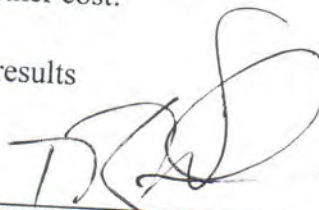
Students will pay their regular tuition and fees to the home institution, and there will be no transfer of funds between the two institutions. No further tuition costs will be charged by the host institution.

Each student of FLORIDA STATE studying at SAINT-PETERSBURG will be provided with, without further cost:

- a. Orientation
- b. Reports and statement of results

Each student of SAINT-PETERSBURG studying at FLORIDA STATE will be provided with, without further cost:

- a. Orientation
- b. Reports and statement of results



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Each student participating in this exchange must pay to the home institution all applicable:

- a. Tuition and application fees
- b. Student service fees
- c. Orientation fees
- d. Fees for reports and statement of results
- e. Other appropriate fees as indicated by home institution

2. Board and Room Charges

Each student will receive every assistance from the host institution in locating suitable accommodation. In the case of shared accommodation, students will make their own arrangements regarding food. The cost of accommodation is the responsibility of the exchange student.

3. Transportation

Each student is responsible for his/her own transportation costs (unless special arrangements are made by the home institution).

4. Medical Insurance

Each participating student shall carry health insurance to cover medical expenses, with the cost of the health insurance to be paid by the exchange student (unless special arrangements are made by the home institution).

4. **GENERAL PROVISIONS & RESPONSIBILITIES OF THE INSTITUTIONS**

The program to which the two universities agree will in particular involve active support for the bilateral exchange of students in the programs of the respective universities and exchange of program information and research results.

SAINT-PETERSBURG and FLORIDA STATE shall undertake all those measures as seen reasonable to give maximum effect to this exchange program. Such actions will include the exchange of academic handbooks, newsletters, and promotional materials.

The cooperation between the two institutions in the areas of student exchanges, teaching and research is redefined each year by a plan of collaboration including, if necessary, an operating budget.

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The representative sponsoring this agreement at FLORIDA STATE is responsible for sending to the FLORIDA STATE Provost an annual report indicating how many faculty and students participated and any subsequent publications, presentations, or other outcomes resulting from the agreement.

A. ACADEMIC CONTENT

Exchanges will conform to the requirements of the home institution. Exchange students will be subject to the rules and procedures as specified in the host institution's handbook for the academic year in which they enroll.

1. Preference will be given to students who have completed their first year of study at the College of Law at FLORIDA STATE and their third year of study at SAINT-PETERSBURG.
2. Exchange students will participate in the normal academic courses offered by the host institution.
3. In selecting courses, students may choose from the range of courses offered at each institution. The responsible officers will inform each other about any courses which may have limited enrollment and will make every effort to assist students in enrolling in such courses.

B. All persons shall abide by the rules and regulations of the home and host institutions while participating in the exchange. Failure to do so, or flagrant abuse of accepted standards of personal behavior may result in expulsion from the exchange student without financial reimbursement.

C. EXCHANGE STUDENTS' RECORDS

Prior to the final selection of students for participation in the exchange, each institution will provide the other with information about the performance and academic background and record, together with letters of recommendation. It is understood that both institutions will strive to select only individuals of the highest quality for participation in the program. Each institution reserves the right of prior approval of the individuals nominated by the other.

D. ACADEMIC RESOURCES

Each student will be provided with the same academic resources and supporting services as are normally provided to others at the host institution of the same academic level. An academic adviser will be designated to assist students enrolled in the exchange program.

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E. ACADEMIC CREDIT

Details pertaining to academic credit will be negotiated separately and will not be a part of this Agreement. Negotiations on academic credit transfer will be undertaken by exchange of letters between appropriate officers at each institution.

F. EXCHANGE STUDENTS' FAMILIES

It is not anticipated that spouses or dependents will accompany any of the students. Where such an arrangement is proposed, it is subject to the approval of the host institution on the understanding that all additional expenses incurred by accompanying spouses or dependents are the responsibility of the individual exchange student.

G. PREREQUISITES

The nature and level of courses successfully taken at the student's home institution in order to be considered as candidates for an exchange; the modalities and level of placement of students admitted in the various units of each university, including the list of courses that students can or must take in the other institution and the tables of equivalencies between courses established yearly by the institutions. These prerequisites will be negotiated by the persons responsible (or the persons delegated by them) in the departments or the subdivisions of specialization directly concerned in each institution.

H. STUDENT SAFETY

Each institution will provide contingency plans for the protection and evacuation of students in case of terrorist threat, national emergency, or natural disaster.

5. FACULTY AND STAFF EXCHANGES

It is hoped that there will be an exchange of academic staff who will give a series of lectures for periods of time ranging from a week to a semester. The two institutions agree in principle to the possibility of other staff exchanges as well. The details of such arrangements will be negotiated at the appropriate time. Each participating faculty member, researcher, and staff member shall carry health insurance which will cover medical expenses.

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6. ADMINISTRATION

A. ANNUAL PROGRAM CALENDAR

Exchanges may take place for an academic year or for either semester. A student who leaves the program early for any reason is not entitled to a refund of tuition paid at the home campus or any accommodation charges assessed at the host institution. The two institutions agree that, within the framework of this agreement, their students are allowed to extend the duration of their stay in the host institution only after having been granted formal authorization from their home and host universities.

B. JOINT PLANNING COMMITTEE

The remaining details of the exchange program will be determined on a regular basis by a Joint Planning Committee. This Committee will also monitor the activities carried out under the auspices of the exchange. For the purposes of this agreement, the member(s) representing FLORIDA STATE is Associate Dean Donna Christie; and the member(s) representing SAINT-PETERSBURG is Professor Natalia Novikova .

Normally, the Committee will consist of one member of the Faculty of Law at SAINT-PETERSBURG and one member of the College of Law of FLORIDA STATE as nominated by each university.

7. RENEWAL, TERMINATION, AMENDMENT

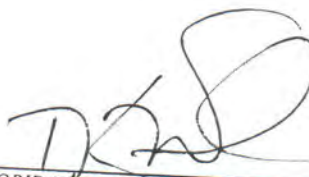
This Agreement will commence on the day both parties have signed this Agreement and will remain in force (subject to availability of funds) unless modified by mutual agreement. However, this agreement will automatically sunset in five (5) years if the program objectives and student outcomes have not been met. Amendments to the program may be made at any time by agreement between the two institutions and such amendments may be made by an exchange of letters. Any issues not mentioned in this agreement may be resolved through mutual agreement.

This Agreement may be terminated by either party without cause upon six months prior written notice to the other party. Said notice must be sent by registered mail with an acknowledgment of receipt. If the cancellation takes place during the school year, the Agreement remains in effect until the end of the semester.

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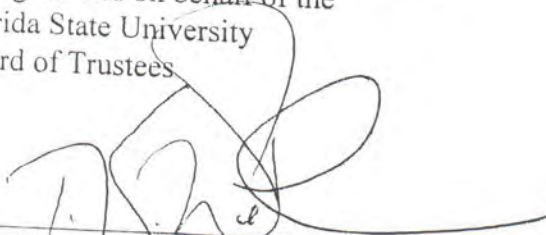
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The Agreement has been accepted by Saint-Petersburg State University and The Florida State University, acting for and on behalf of the Florida State University Board of Trustees, a public body corporate of the State of Florida, and supersedes any existing Agreement.

THE FLORIDA STATE UNIVERSITY
acting for and on behalf of the
Florida State University
Board of Trustees



T.K. Wetherell, President
The Florida State University

10-11-04
Date

SAINT-PETERSBURG STATE UNIVERSITY


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Dr. Nikolay M. Kropachev
Dean of St. Petersburg University College of Law Faculty
Chair of St. Petersburg Charter Court

Date



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