

Memorandum of Understanding

between

Yale University

New Haven, Connecticut, United States of America

and

Saint-Petersburg State University

Saint-Petersburg, Russia

This Memorandum of Understanding (“MOU”) is entered into as of 11.10.2013 by and between **Yale University**, a not-for-profit corporation organized and existing under and by virtue of a special charter and act of the general assembly of the Colony and State of Connecticut in the United States of America located in New Haven, Connecticut (“Yale”) and Federal State Budgetary Educational Institution of Higher Professional Education “**Saint-Petersburg State University**” (“SPbU”), located in Saint-Petersburg, Russian Federation, duly represented by its Rector Prof. Nikolay Kropachev, acting on the basis of the University Charta, referred to as individually as a “Party” and together as “Parties.”

WHEREAS, Yale and SPbU wish to provide for the basic terms governing a variety of anticipated collaborative activities over a period of five years;

NOW, THEREFORE, Yale and SPbU hereby agree the following as the basic terms governing the collaboration:

Section 1: Collaborative Activities; Statements of Work

A. Activities. SPbU and Yale agree to pursue opportunities to engage in:

- (i) Collaborative research initiatives and programs in the areas of mutual interest to advance human knowledge and its applications;
- (ii) Collaborative educational and learning system development in areas of mutual interest, including the development of new curricula through joint activities such as certificate programs;
- (iii) Faculty development programs that explore the possibility of collaborative research projects, junior faculty training and mentoring activities focusing on topics such as developing research agendas, conceptual models and hypothesis; developing research proposals and managing research projects; leading research teams; and publishing for international audiences;
- (iv) Institutional exchanges of students at the graduate and postgraduate levels, including to engage in dissertation and postgraduate research;
- (v) Joint conferences, meetings or workshops involving Yale and SPbU faculty and students to develop collaborative research/studies programs and to share knowledge and expertise.

The Parties agree to enter into specific activities of mutual interest (“Projects”) in accordance with paragraph B of this Section 1.

- B. Statements of Work. Prior to beginning actual work on a Project under this MOU, the Parties shall negotiate, and authorized individuals of each shall execute, an agreement supplemental to this MOU stating the specific details of the Project including a working plan and timetable, human and material resources involved, the funding sources obtained, the ownership and administration of any intellectual property used in or generated by the Project, and the coordinators in charge of executing the Projects (“Statement of Work”). The terms of this MOU shall govern all such Statements of Work except as expressly modified therein.
- C. Financial Responsibility. The Parties acknowledge and agree that the commitment to engage in any project under this MOU is subject to a Statement of Work that clearly specifies the timing, the budget, and the financial responsibility of each Party. Until both Parties execute such a Statement of Work, no Party shall be obligated to undertake such projects or activities.

Section 2: Policies and Procedures

- A. Compliance with Policies. As a general matter and subject to any express agreement between the Parties in this MOU or any Statement of Work, the policies and procedures of a Party will apply to all its employees and students regardless of where located, and to all Project activities occurring at or based at that Party’s facilities. In the event that a particular Project requires an exception from this rule, the Parties shall set out any such matters in the relevant Statement of Work. Without limiting the generality of this section: neither Party will discriminate in admissions, educational programs, or employment against any individual in a manner that violates the law or any rule or regulation applicable to, or the policies adopted by, either Party.
- B. Compliance with Law. Each Party agrees to conduct all its activities under this MOU and any Statement of Work in compliance with all applicable laws and regulations, including, without limitation, research ethics (for example, conflicts of interest, and research misconduct in the nature of fabrication, falsification, and plagiarism), export controls, human subjects research, anti-terrorism, and immigration laws.
- C. Anti-Bribery. Without limiting the generality of Section 2(B) above, each Party acknowledges its obligation to comply with anti-bribery laws applicable to either or both Parties, and each Party represents and warrants that it has not and will not offer, promise or authorize the payment or provision of anything of value to a government official for the purpose of improperly influencing the government official or securing any improper advantage.
- D. Reporting and Reconciliation. Each Party agrees to promptly report to the other Party (i) any instance where compliance with applicable laws, regulations, policies or procedures conflicts with the terms of this MOU or a Statement of Work, and (ii) any suspected violation of such laws, regulations, policies and procedures. The Parties shall consult with the goal of reconciling the applicability of such laws, regulations, policies or procedures and the terms of this MOU or any Statement of Work; or to promptly and appropriately addressing any suspected violation.

Section 3: Use of Names of Parties

- A. Names and Trademarks. Neither Party shall use the name, trade name, trademark, or any other designation of the other Party or any school, college, division, department, or other

unit of such Party, or any employee of such Party, or any contraction, abbreviation, adaptation, or simulation of any of the foregoing, for any public purpose without such Party's prior written consent.

- B. Press Releases. Neither Party shall issue a press release about the existence of this MOU or any Project hereunder without the prior written approval of both Parties. The Parties agree to discuss in advance any press conference or public description of this MOU or any Project.
- C. Listing of Activities in the Ordinary Course. Nothing in this Section 3 is intended to limit the ability of either Party to include a factual description of any Project in the ordinary course of communicating the activities of such Party.

Section 4: Term, Termination, and Withdrawal

- A. Term. This MOU will be effective as of the date first written above and shall terminate on its fifth anniversary unless extended by mutual written agreement of the Parties, or earlier terminated in accordance with this Section 4.
- B. Breach and Opportunity to Cure. In the event of a breach of this MOU or any Statement of Work by a Party (the "Breaching Party"), the non-breaching Party may notify the Breaching Party of such breach. A Breaching Party shall have thirty (30) days, commencing upon the date notice is delivered to the Breaching Party, to cure the breach or otherwise satisfy fully any outstanding obligations under this MOU or a Statement of Work, unless the non-breaching Party agrees to extend this right to cure. Notice shall be delivered to the representative or representatives of the Breaching Party as set forth in Section 7 below. Failure to cure such breach within the period to cure shall give rise to a right in the non-breaching Party to terminate this MOU.
- C. Termination for Convenience. Either Party may terminate this MOU, for any or no reason upon giving thirty (30) days written notice to the other Party, and the Parties agree to engage in a reasonable negotiation regarding the winding up of any continuing Projects and to allow any students exchanged under this MOU to complete the term or semester of studies.

Section 5: Disputes Among the Parties: Governing Law and Jurisdiction

- A. Disputes. In case of any dispute resulting from or related to this MOU or any Statement of Work, the Parties agree to attempt to resolve such dispute amicably, and shall escalate within their respective organizations, any such dispute. If the Parties are unable to resolve any such dispute they shall refer the dispute to a court of the respondent's place of business.
- B. Governing Law. This Agreement shall be governed and construed according to the International Institute for the Unification of Private Law (UNIDROIT) Principles (2010) of International Commercial Contracts.
- C. Modifications Appropriate to Specific Projects. The Parties acknowledge that both the dispute resolution mechanism and choice of governing law may be modified in any Statement of Work for a Project.

Section 6: Indemnification

Each Party (the “Indemnifying Party”) shall indemnify the other Party, and such Party’s respective trustees, officers, employees, contractors, students and agents (each, an “Indemnified Party”) from and against all actions, claims, costs and demands which may be brought or made against any such Indemnified Party and all loss, damages, costs or other claims for compensation and any reasonable legal or other expenses which are awarded against, incurred by or paid or agreed to be paid by such Indemnified Party arising out of or in connection with (a) the breach by the Indemnifying Party of the terms of this Memorandum of Understanding or any Statement of Work, (b) the breach by the Indemnifying Party of any law applicable to such Party or its activities, (c) any intentional, willful, or reckless acts of the Indemnifying Party or its respective employees, students, officers, directors, and/or agents. The Indemnifying Party shall not dispose or settle any claim admitting liability on the part of the Indemnified Party without the Indemnified Party’s prior written consent.

Section 7: General Provisions

- A. Amendments and Assignment. The terms and provisions of this MOU may be modified or amended only by the written consent of both Parties. No Party may assign or delegate its rights or obligations hereunder without the prior written consent of the other Party.
- B. Notices. Any notice, request, consent or communication under this MOU shall be effective only if it is in writing and (i) personally delivered, (ii) sent by an internationally recognized overnight delivery service, with delivery confirmed or (iv) sent by facsimile or email, with receipt confirmed, and in each case addressed to each Party at the address set forth below. A notice shall be deemed to have been given as of the date received by the intended recipient.

For Yale

Office of the General Counsel
2 Whitney Avenue, 6th Floor
New Haven, CT 06510

PO Box 208255
New Haven, CT 06520-8255
USA

Fax No: 203 432 7960

Attn: Cynthia Carr

For SPbU

Office of rector
St. Petersburg State University
7-9, Universitetskaya nab.,
St. Petersburg, 199034, Russia

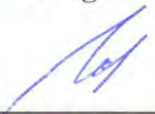
Fax No: +7(812)325 87 36, +7(812)326 49 76

Attn: Rector Nikolay Kropachev

- C. Counterparts. This MOU is made in two original copies in English. The MOU may be executed in any number of counterparts, each of which shall be considered an original and all such counterparts, together, shall constitute one and the same legal instrument.
- D. Force Majeure. "Force Majeure" shall mean a force of nature, terrorism, pandemic, labor disturbance, war and any other force majeure events arising after the signing of this MOU which prevent total or partial performance of the MOU or any Statement of Work by either Party, and which are unforeseen, or if foreseen, unavoidable, and beyond the control of such Party. A Party shall be excused from its obligations hereunder if prevented by force majeure as long as the Party asserting force majeure provides the other Party as prompt notice as reasonably possible of the occurrence of such an event and of the extent to which the Party asserting force majeure believes the obligations of this MOU or a Statement of Work must be suspended or canceled.
- E. Relationship of the Parties. This MOU is not intended, nor should anything herein be construed, to create the relationship of partners, joint venturers, principal and agent, employer and employee, or other fiduciary relationship between the Parties hereto.
- F. Entire Agreement. This MOU constitutes the entire, integrated agreement of the Parties about the subject matter of this MOU and any previous agreements, understandings, and negotiations on that subject cease to have any effect.
- G. Non-Exclusive. Nothing herein is intended nor shall be construed as creating an exclusive arrangement between the parties. This MOU shall not prevent the Parties from carrying out individually or in cooperation with a third party, activities in the areas covered in this MOU.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have signed this MOU, effective as of the date first set forth above.

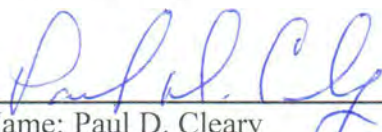
Saint-Petersburg State University



Name: Igor Gorlinsky
Title: Senior Vice Rector for Academic Affairs
and Research

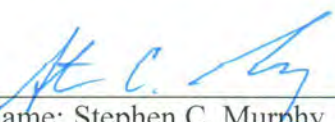
Date 11.10.2013

Yale University



Name: Paul D. Cleary
Title: Dean of the Yale School of Public Health

Date OCT 11, 2013



Name: Stephen C. Murphy
Title: Associate Vice President for Finance
and University Controller

Date _____

Управление
Международных связей СПбГУ

08/2-04 - - P - - 013 - 060

Дата 24.10.2013 Регистратор К