



## **AGREEMENT ON STUDENT EXCHANGE**

**between**

**SAINT-PETERSBURG UNIVERSITY  
RUSSIAN FEDERATION**

**and**

**MAASTRICHT UNIVERSITY SCHOOL OF BUSINESS AND ECONOMICS  
THE NETHERLANDS**

Federal State Budgetary Educational Institution of Higher Education «Saint-Petersburg State University» (hereinafter abbreviated as SPbU), duly represented by Deputy Rector for International Affairs Prof. Alexander Gogolevsky acting on the basis of Proxy № 28-21-9 dated on 11.01.2016, on the one part,

and

The Maastricht University School of Business and Economics (hereinafter abbreviated as SBE) duly represented by its Dean, Prof. Dr Philip G.M.C Vergauwen, acting on the basis of the so-called “Mandatenregeling [agreement on mandates] FdEWB EW108.0879” of 13 December 2005, on the other part,

hereinafter collectively referred to as the Parties,

have agreed to establish their academic cooperation and have concluded this Agreement on Student Exchange (hereinafter – the Agreement).

## § 1

1. The Parties will conduct the exchange of students for non-degree studies in the field of Management in accordance with the rules and regulations set in this Agreement.

## § 2

The Parties agree to set following terms and conditions for student exchange:

- 2.1. The total number of exchange students from each Party shall not exceed four (4) Undergraduate (BSc) and/or Master (MSc) students for exchange study for one semester each per academic year. In exceptional cases and after negotiation between both parties, the number of exchange students can be increased per academic year and/or the exchange period can be prolonged for more than it is stipulated in this Agreement. The Parties strive to distribute the candidates for exchanges evenly throughout the academic year and keep the balance of exchange student number from each university annually.
- 2.2. The home university will be responsible for the initial selection of exchange students; however, the host university reserves the right to deny admission to any candidate not meeting its general admission criteria.
  - 2.2.1. In addition, it is understood that students at Undergraduate (BSc) level are expected to have a sound background in economics, finance, marketing, management, accounting, business administration, or similar, and have finished at least three semesters of relevant studies.
  - 2.2.2. Applicants for the master's programme exchange to SBE from SPbU must have completed an undergraduate programme in the area of management in order to be eligible for exchange.
- 2.3. Exchange students will be exempted from paying tuition fees to the host university, but shall pay tuition fees at the home university, if applicable. Exchange students have to pay all other compulsory fees as according to the rules and regulations of the host university. Exchange students shall be informed about all compulsory fees in advance.
- 2.4. All the expenses related to participation in the exchange in accordance with this Agreement, including visa related expenses, medical insurance expenses, travel expenses as well as accommodation and living costs and any additional expenses connected to the participation in the exchange shall be covered by the exchange student, or by the home university, or by a third party if available, according to local regulations.
- 2.5. The host university assists the exchange student in arranging accommodation on campus if possible and will otherwise provide information about the process of the procuring of accommodation.

- 2.6. All the exchange students must have a medical insurance valid on the territory of the host country during the whole exchange period.
- 2.7. Students who participate in the exchange programme will be awarded grades and credits in accordance with the academic policies and regulations of the host university. All the exchange students will receive a transcript of records at the end of the exchange period. If the transcript cannot be given directly to the student in accordance with the host university rules, it shall be put at the home university's disposal not later than 1 (one) month after the termination of the exchange period.
- 2.8. The results obtained by a student during the exchange programme are acknowledged by the home university based on the official transcript received from the host university according to the internal regulations of the home university.
- 2.9. Exchange students shall follow the rules of the host university and the law of the host country. The consequences of any infringement of these given rules and laws, for example expulsion before the end of term, will be determined by the rules of the host university.
- 2.10. All exchange students will be given the same student privileges as the local full-degree students.
- 2.11. The Parties will assist exchange students in all practical and academic matters, especially concerning obtaining visa, accommodation, and academic integration.

### § 3

- 3.1.0. Each University shall comply with the applicable laws and regulations, the Dutch Data Protection Act (*Wet Bescherming Persoonsgegevens*) and European Directive 95/46/EC and the Federal Law of 27 July 2006 № 152-FZ "On Personal Data", with regard to the processing of personal data in relation to all personal data that one University receives from the other University.
- 3.1. The purposes of the processing of the personal data will be to, among other things:
  - (a) Enrol, and administer the students;
  - (b) Provide students with tuition and supervision;
  - (c) Monitor the performance of the students.
- 3.2. Each University guarantees that the personal data is only processed where necessary for and proportionate in relation to the specific purposes above, pursuant to the operation of the Agreement. Each University guarantees that the personal data processed is correct, up to date, relevant and accurate.
- 3.3. The data subjects whose data are being processed in the administration of Universities in relation to this Agreement will be limited to students who participate in this exchange programme.

- 3.4. The data subject must have a right of access to all data relating to him that are processed and, as appropriate, the right to the rectification, erasure or blocking of data the processing of which does not comply with this Clause, in particular because the data are incomplete or inaccurate. He should also be able to object to the processing of the data relating to him on compelling legitimate grounds relating to his particular situation.
- 3.5. Student data will include but is not necessarily limited to:
- (a) Full name;
  - (b) Date and place of birth;
  - (c) Gender;
  - (d) Home address;
  - (e) Email address;
  - (f) Telephone number;
  - (g) Nationality;
- 3.6. Each University (the "Receiving University") guarantees, when processing – in its widest sense – personal data received from the other University, that it shall:
- (a) only process personal data in accordance with the purposes for which the University disclosed the personal data (the "Disclosing University") and in accordance with the instructions of the Disclosing University or as is necessary for the Disclosing University to fulfil its obligations under the applicable law;
  - (b) take any and all appropriate technical and organizational measures to protect personal data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access and against all other unlawful forms of processing. Such measures shall ensure a level of security appropriate to the risks represented by the processing and the nature of the data to be protected, having regard to the standards set by applicable laws and regulations, the state of the art and the cost of implementation;
  - (c) give the Disclosing University notice in writing as soon as reasonably possible should it be aware of, or reasonably suspect, that any of the events referred to in this Clause 6 sub (b) has occurred and shall promptly take all steps necessary to remedy the event and prevent its re-occurrence;
  - (d) not retain personal data for any longer than is necessary for the purposes for which the Disclosing University disclosed the personal data;
  - (e) limit disclosure of such personal data to its employees on a need to know basis and only for the purposes of processing for which such personal data was disclosed by the Disclosing University;
  - (f) not to disclose or transfer any personal data received from the Disclosing University to any third party without the prior written approval of the Disclosing University, and upon such additional terms and conditions which the Disclosing University may impose on it for such disclosure or transfer; and

- (g) where the personal data is to be transferred to another country, to not do so unless the written and informed consent of the data subject whose personal data is to be transferred to another country has been obtained except where an exception to such consent under the applicable law applies. Where the personal data is to be transferred to another country, to take any and such additional measures as are necessary to secure that personal data is transferred in accordance with the requirements of the applicable law.
- 3.7. Notwithstanding anything to the contrary, the Receiving University undertakes to indemnify and at all times hereafter to keep the Disclosing University indemnified against any and all losses, damages, costs, claims, demands, liabilities (including full legal costs of a solicitor) which may be suffered or incurred by the Disclosing University or asserted against the Disclosing University by any person, party or entity whatsoever, in respect of any matter or event whatsoever arising out of, in the course of, by reason of or in respect of any breach of any of the provisions in this Clause. Indemnification is contingent upon the party being indemnified promptly notifying the other party of a claim, the indemnifying party having sole control of the defence and settlement of such claim and the indemnified party providing reasonable cooperation and assistance to the indemnifying party in defence of such claim.
- 3.8. Termination of this Agreement at any time, in any circumstances and for whatever reason does not exempt parties from the obligations and/or conditions under this Clause as regards the processing of the data transferred.

#### § 4

- 4.1. The Agreement shall become effective on the date that it is signed by the Parties and shall be valid for a period of 5 (five) years. At the completion of 5 (five) year's period, the agreement will be renewed automatically for the next period of 5 (five) years unless either party terminates this agreement by giving the other party a 12 (twelve) months prior written notice.
- 4.2. The Parties can, by mutual written consent, introduce changes and additions to this Agreement in order to improve the effectiveness of cooperation.
- 4.4. In case of a problem experienced during the Student's Exchange, the student will, in first instance consult the Host University.
- (i) Any dispute arising between the student and the Host University will be presented to the Home University for amicable settlement.
  - (ii) Any dispute arising out of in connection with the execution or the interpretation of this Agreement:
    - a. In the first instance representatives of the Universities shall meet to endeavour to settle such dispute amicably by negotiation in good faith.

- b. If the Universities are unable to settle such dispute by negotiation then the Universities will attempt to settle such dispute by non-binding mediation, using Skype or other video-conferences options.
  - c. If a dispute cannot be resolved amicably then the dispute shall be subject to the jurisdiction of the courts in the country of the defendant. This agreement is governed by the law of the country of the defendant. The defendant is the University against whom the first claim has been lodged. The courts of the country of the defendant are subsequently exclusively competent to deal with any and all (counter) claims related to that (first) claim. The (first) date of serving the writ of summons determines when the first claim had been lodged.
- 4.5. Neither Party may use the names or logos of the other Party without its prior written consent, if not related directly to the performance of obligations under the present Agreement, except as provided by law.
- 4.6. This Agreement is prepared in 2 (two) original copies in English, 1 (one) for each Party.

For Federal State Budgetary Educational Institution of Higher Education «Saint-Petersburg State University»:



Prof. Alexander Gogolevsky  
Deputy Rector for International Affairs

Date: 30.05.2016

For Maastricht University School of Business and Economics:

Prof. Dr Philip G.M.C. Vergauwen  
Dean

Date: 20/6/2016