



MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITI BRUNEI DARUSSALAM
Brunei Darussalam

AND

SAINT- PETERSBURG STATE UNIVERSITY
Russia

THIS MEMORANDUM OF UNDERSTANDING is made on this
day of _____, 2017

BETWEEN

UNIVERSITI BRUNEI DARUSSALAM, established under the Universiti Brunei Darussalam Act (Cap. 157 of the Laws of Brunei) and having its office at Jalan Tungku Link, Gadong BE 1410, Brunei Darussalam (hereinafter referred to as "UBD");

AND

SAINT-PETERSBURG STATE UNIVERSITY, Federal State Budgetary Educational Institution of Higher Education, whose registered address is at 7-9, Universitetskaya nab., St. Petersburg, 199034, Russia, duly represented by Deputy Rector for International Affairs Sergey Andryushin, acting on the basis of proxy dated 30.12.2016 No. 28-21-486 (hereinafter referred to as "Saint-Petersburg University");

(hereinafter referred to singularly as "the Participant" and collectively as "the Participants").

WHEREAS:

- (A) The Participants are desirous of entering into this Memorandum of Understanding (hereinafter referred to as "this MOU") to declare their respective intentions and to establish a basis of cooperation and collaboration as well as working relationship towards the internationalisation of higher education in the fields of research, education, and in training programmes of mutual interest, between the Participants upon the terms as contained herein.
- (B) Based on principles of equity and reciprocity, this MOU will serve as a general framework for the establishment of an academic link and cooperation between the Participants and is intended to facilitate detailed discussions for more specific programmes of collaboration and advancement of international understanding between the Participants through the advancement of the scope and fields of academic link and cooperation set out below in Paragraph 1.

THE PARTICIPANTS HAVE REACHED THE FOLLOWING UNDERSTANDING:

PARAGRAPH 1

SCOPE AND FIELDS OF ACADEMIC LINKAGES AND COOPERATION

Each Participant will, subject to the laws, rules, regulation and national policies from time to time in force, governing the subject matter in their respective countries, endeavour to take necessary steps to encourage and promote cooperation in the following fields:

1.1 Exchange of Students

Exchange of Students, both undergraduate and postgraduate, may take place for the purpose of visit, study or research for such duration to be mutually decided. Students may be accepted as non-graduating students and/or for attachments to undertake research on such terms and conditions to be agreed upon mutually in writing between the Participants.

1.2 Exchange of Faculty Members

Exchange of Faculty Members between the two Participants may take place for purposes that will be mutually beneficial to both Participants. Such purposes may include study visits, discussions, research, teaching, training, supervision of postgraduate students or academic development. Exchange of Faculty Members may be extended to administrative, library and non-teaching staff in various areas for the purpose of visits, work attachments or training courses.

1.3 Exchange of Publications

The Participants may exchange academic, scientific, historical and research publications and literature in areas of approved mutual collaboration. Exchange of Publications may include the exchange of audio-visual materials and other items for teaching and research.

1.4 Collaborative Research

The Participants may jointly decide to explore possibilities of developing joint or collaborative research in fields of mutual interest. Such collaborative research may include seminars leading to publications, field work for joint research projects, and short courses. The Participant which initiates a research project or other activity in a field of likely interest to the other Participant will, wherever possible, invite staff of the latter Participant to participate in the project on such terms and conditions to be agreed upon mutually in writing between the Participants.

1.5 Cooperation in Other Areas

The academic linkages and cooperation between the Participants may be extended to other areas not mentioned above, subject to mutual agreement in writing.

PARAGRAPH 2

EXCHANGE PROCEDURE

- 2.1 The scope, terms, conditions and other details of any exchange programme or cooperative work to be implemented by the Participants will be separately negotiated by representatives of both Participants, and confirmed by the Participants through specific and detailed agreements.
- 2.2 Proposals for any form of cooperative work which falls under the scope and fields of the academic linkages and cooperation provided in this MOU will be submitted through liaison officers designated by both Participants.
- 2.3 The names of the liaison officers designated by both Participants will be made known to each other in writing from time to time.
- 2.4 The liaison officers will jointly decide on any proposals for any form of exchange programme and cooperative work, provided that the final approval for any exchange and cooperative work under this MOU will be decided and confirmed in writing and signed by the *Vice Chancellor* of UBD and the *Deputy Rector for International Affairs* of Saint-Petersburg State University.

PARAGRAPH 3

FINANCIAL ARRANGEMENTS

- 3.1 Both Participants understand that all financial arrangements for any exchange programme and cooperative work will have to be negotiated and mutually agreed in writing between the Participants depending on the availability of funds.
- 3.2 Nothing shall diminish the full autonomy of either Participant, nor will any constraints or financial obligations be imposed by either upon the other in carrying out this MOU.
- 3.3 Except as otherwise set out in this MOU, each Participant will bear its own cost and expenses in relation to this MOU.

PARAGRAPH 4

PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 4.1 The protection of intellectual property rights will be enforced in conformity with the respective national laws, rules and regulations of the Participants and with their obligations under applicable international agreements to which they are party.
- 4.2 The use of the name, logo and/or official emblem of either of the Participants on any publications, document and/or paper is prohibited without the prior written approval of relevant Participant.
- 4.3 Notwithstanding anything in Paragraph 4.1 above, the intellectual property rights in respect of any works, technological developments, and any products and services development, carried out :-
 - 4.3.1 jointly by the Participants or research results obtained through the joint activity or effort of the Participants, will be jointly owned by the Participants in accordance with the terms to be jointly decided upon; and
 - 4.3.2 solely and separately by either Participant or the research results was obtained through the sole and separate effort of a Participant, will be solely owned by the respective Participant concerned.

PARAGRAPH 5

CONFIDENTIALITY

- 5.1 Each Participant decides to observe the confidentiality and secrecy of documents, information and other data received from or supplied to the other Participant during the period of the implementation of this MOU or any other agreements made pursuant to this MOU.
- 5.2 Both Participants decide that the provisions of this Paragraph 5 will continue to have effect between the Participants notwithstanding the termination of this MOU.

PARAGRAPH 6

COMMENCEMENT, DURATION AND TERMINATION

- 6.1 This MOU will commence on the date of signing by the Participants or their authorised representatives ("the Commencement Date") and will remain to be effective for **five (5)** years from the Commencement Date.
- 6.2 After this initial **five (5)-year** period, this MOU will be extended for a further period of **five (5) years** unless both Participants mutually decide in writing to its termination. All other provisions in this MOU, subject to any revision, amendment and modification thereof, will apply during its continuance.
- 6.3 Subject to the foregoing provisions, this MOU may be terminated at any time by either Participant, subject to giving **at least six (6) months'** prior written notice of such termination to the other Participant from the date of expiry or the proposed date of termination.
- 6.4 Notwithstanding anything in this Paragraph 6, the provisions of this MOU or of any other written agreement, in respect of any on-going exchange programme and cooperative work under this MOU, will continue to apply until its completion, unless both Participants mutually decide in writing to the earlier termination of the said on-going exchange programme and cooperative work.

PARAGRAPH 7

NOTICES

- 7.1 Any communication under this MOU will be in writing in the English language and delivered by registered mail to the address or sent to the electronic mail address or facsimile number of **UBD** or **Saint-Petersburg University**, as the case may be, shown below or to such other address or electronic mail address or facsimile number as either Participant may have notified the sender.

To UBD:

DR SABRINA DAUD

Deputy Director of Global Relations

Office of Assistant Vice-Chancellor (Global Affairs)

Universiti Brunei Darussalam,

Jalan Tungku Link BE1410,

Brunei Darussalam.

Tel: +6732463001 Ext 2112 or 1501

Fax: +6732463062

Email: sabrina.daud@ubd.edu.bn

To Saint-Petersburg University:

Deputy Rector for International Affairs

Office of Assistant Deputy Rector for International Affairs

Saint-Petersburg State University

Universitetskaya emb. 7/9 199034

Tel: +78123282000

Fax: +78123282000

Email: rector@spbu.ru

- 7.2 Unless otherwise provided herein, any communication under this MOU shall be deemed to be duly given or made when delivered to the recipient at such address or electronic mail address or facsimile number which is duly acknowledged.

PARAGRAPH 8

REVISION, MODIFICATION AND AMENDMENT

- 8.1 Either Participant may request in writing a revision, modification or amendment of all or any part of this MOU.
- 8.2 Any revision, modification or amendment accepted by the Participants will be reduced into writing and will form part of this MOU.
- 8.3 Such revision, modification or amendment will enter into effect on such date as may be determined by the Participants.
- 8.4 Any revision, modification or amendment will not prejudice the rights and obligations arising from or based on this MOU before or up to the date of such revision, modification or amendment.

PARAGRAPH 9

SUSPENSION

Each Participant reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this MOU which suspension will take effect immediately after notification has been given to the other Participant.

PARAGRAPH 10

SETTLEMENT OF DISPUTES

Any difference or dispute arising out of the interpretation, implementation or application of the provisions of this MOU will be settled amicably by mutual consultation or negotiation between the Participants without reference to any third party or international tribunal.

PARAGRAPH 11

NO AGENCY

Nothing contained herein is to be constituted a joint venture partnership or formal business organisation of any kind between the Participants or so to constitute either Participant as the agent of the other.

PARAGRAPH 12

EFFECT OF MEMORANDUM OF UNDERSTANDING

Unless otherwise stated, this MOU does not constitute or create, and will not be deemed to constitute any legally binding or enforceable obligations on the part of either Participant unless and until an agreement regarding each objective is negotiated, approved, executed and delivered by the Participants.

SIGNED IN DUPLICATE at on this day of 2016, all texts being equally authentic, by the authorized signatories on behalf of the Participants.

For and on behalf of
**UNIVERSITI BRUNEI
DARUSSALAM**



.....
DR JOYCE TEO SIEW YEAN
Assistant Vice-Chancellor and Vice
President (Global Affairs)
Universiti Brunei Darussalam

For and on behalf of
**SAINT-PETERSBURG STATE
UNIVERSITY**

.....
SERGEY ANDRYUSHIN
Deputy Rector for International Affairs
Saint-Petersburg State University



In the presence of: (witness)



.....
DR SABRINA DAUD
DEPUTY DIRECTOR OF GLOBAL
RELATIONS
Universiti Brunei Darussalam

In the presence of: (witness)



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ANNA PORODINA
Head of International Academic Cooperation
Department
Academic Office
Saint-Petersburg State University

Dated: 08/04/2017

Dated: 30.01.2017