

Dated 16 APR 2019

Between

NATIONAL UNIVERSITY OF SINGAPORE
Acting through its **BUSINESS SCHOOL**

And

SAINT PETERSBURG UNIVERSITY

**AGREEMENT FOR
FACULTY-WIDE EXCHANGE PROGRAMME
FOR UNDERGRADUATE STUDENTS**



**AGREEMENT FOR
FACULTY-WIDE EXCHANGE PROGRAMME
FOR UNDERGRADUATE STUDENTS (“AGREEMENT”)**

1 6 APR 2019

THIS AGREEMENT is made on _____ (“Effective Date”)

BETWEEN:

- (1) **NATIONAL UNIVERSITY OF SINGAPORE**, a company limited by guarantee incorporated in Singapore under the Companies Act (Cap. 50) and having its registered address at 21 Lower Kent Ridge Road, Singapore 119077 acting through its Business School (“NUS”); and
- (2) Federal State Budgetary Educational Institution of Higher Education **SAINT PETERSBURG UNIVERSITY** (hereinafter referred to as “SPbU”), duly represented by its Vice-Rector for International Affairs Sergey Andryushin, acting on the basis of proxy dated 26.12.2018 №28-21-503, registered address is: 7/9, Universitetskaya emb., St. Petersburg, 199034, Russia, with a purpose of promotion and development of its Graduate School of Management

each Party and collectively, “the Parties”.

WHEREAS

- (A) The Parties had entered into an exchange programme (“**Exchange Programme**”) for undergraduate and graduate/postgraduate students on 1 May 2010 that expired on 30 April 2015 (the “2010 Agreement”).
- (B) Notwithstanding the expiry of the 2010 Agreement, the Parties wish to hereby record their understanding and agreement for a further extension of their collaboration, for the period from 1 May 2015 to 1 5 APR 2019, based on the terms of the 2010 Agreement.
- (C) Going forward, the Parties wish to continue their collaboration on a faculty-wide Exchange Programme for the new term (as set out under clause 13), on the terms and conditions set out under this Agreement.

1. STATUS OF 2010 AGREEMENT

- 1.1 The Parties agree that by conduct, all activities that have been or continued to be carried out for the period from 1 May 2015 to 1 5 APR 2019 continue to be governed by the terms and conditions of the 2010 Agreement.
- 1.2 From the Effective Date of this Agreement, the Parties’ obligations in relation to the Exchange Programme shall be governed by this Agreement.

1A. DEFINITIONS

- (a) “**home university**” means the university in which a student is permanently enrolled on a programme leading to a formal qualification;

- (b) “**host university**” means the university that has agreed to receive a student from the home university for a period of study on the Exchange Programme.

2. NUMBER OF EXCHANGE STUDENTS

- 2.1 A maximum of two (2) full year students (equivalent to four (4) semester places) will be exchanged between the universities in each academic year. Two exchange students enrolling for one semester of study is equivalent to one exchange student enrolling for one academic year of study. The number of exchange students may be amended by mutual agreement before the end of January each year.
- 2.4 The Exchange Programme aims for a balance in the number of students exchanged over the term of the Agreement. If either university is unable to send the maximum number of exchange students for one semester of study in any year during the Term of the Agreement, then that university will be eligible to send additional exchange students, equal to the deficit, in the following years during the Term of the Agreement. The intention is that over the term of this agreement, an equal number of student-semester will be undertaken in each direction.
- 2.5 Notwithstanding the withdrawal of any exchange student from the Exchange Programme after the official on-site registration of that exchange student at the Host Institution for any reason, that exchange student shall still be included in the overall balance of students exchanged in that academic year.

3. DURATION OF EACH EXCHANGE PROGRAMME

- 3.1 The structure of the academic year for SPbU and NUS is at **Annex 1A**.
- 3.2 An exchange student may participate in the Exchange Programme for one semester or academic year of study at the host university.
- 3.3 The written approval of both universities must be obtained by the exchange student to extend the duration of study at the host university into the following semester, subject to an academic year being the maximum duration of study at the host university

4. PREREQUISITES FOR SELECTION

- 4.1 Both universities will select students for the Exchange Programme on the basis of merit and other non-discriminatory eligibility criteria as listed in **Annex 2**. The necessary supporting documents will be discussed and agreed in writing between the Parties in each exercise under the Exchange Programme.
- 4.2 The exchange student must meet the published admission requirements of the host university and may have to fulfill other conditions, prerequisites and documentation as required by the host university. The exchange student will be nominated by the home university for admission as an exchange student of the host university in the following academic year.
- 4.3 Exchange students may only attend courses offered by the faculty at the host university as listed in **Annex 3**, subject to pre-requisites and availability.

- 4.4 Students will have individual responsibility for applying for and maintaining the correct immigration status and meeting visa requirements which may be appropriate to admission and continued participation on the Exchange Programme. Both parties shall put in place student attendance and engagement arrangements and shall provide the other party with such information as it may request to enable the obligated party to fulfil its immigration, licensing and visa obligations.

5. SELECTION & NOMINATION

- 5.1 Each home university should complete its selection of exchange students and nominate its exchange students for the Exchange Programme in the following academic year to the host university within a reasonable time frame to be mutually agreed between the universities. The exchange student's nomination should be accompanied by all completed documents listed in the application instructions as per the published guidelines. The published guidelines are subject to changes. It is the student's responsibility to check with the latest published guideline before applying for exchange.
- 5.2 The host university should evaluate the nominated exchange students and determine their acceptability for admission as exchange students within a reasonable time frame to be mutually agreed between the universities. The host university reserves the right to reject the home university's nominated exchange students.

6. PROGRAMME OF STUDY

- 6.1 The exchange students must propose a programme of study at the host university with approval from home university. The modules or courses proposed must fulfil the exchange student's degree requirements at his home university. Enrolment in modules or courses is subject to availability and pre-requisites. Exchange students should propose alternative module choices.
- 6.2 Both universities should, therefore, provide each other with material on the details of modules or courses available in the following academic year. The material of the host university should be regularly updated and accessible to the exchange students of the home university. The material may be placed in the host university's reference library and/or on the Internet.
- 6.3 The modules or courses must be self-contained and completed within the semester or term. For courses not taught in English on a regular basis the host university will make all possible efforts to offer complementary instruction in the English language, except where proficiency of another language is a prerequisite for a module or course.
- 6.4 Academic counselling is the responsibility of the exchange student's faculty coordinator at the home university. An alternative module or course that will fulfil the degree requirements of the exchange student should be proposed if the original module or course is unavailable.

7. FEES & EXPENSES

- 7.1 The requirement to pay its tuition fees is waived by the host university and the exchange students shall continue to pay tuition fees to their home university. The home university has the discretion to impose certain non-academic or non-obligatory fees on their exchange students, which are to be paid before their departure for the host university.
- 7.2 The financial responsibility of exchange students participating in the Exchange Programme (under this Agreement and for the duration of their study abroad at the host university) is at **Annex 4**.
- 7.3 The use of non-academic or non-obligatory facilities, services and functions at the host university may require the payment of fees by the exchange student.
- 7.4 The exchange student is responsible for all expenses of accompanying spouse and/or dependants.
- 7.5 Exchange students will be able to apply for any financial assistance as may be available to foreign students of the host university, subject to any terms and conditions as may be imposed by the host university.

8. STUDENTS' OBLIGATIONS

Exchange students are subject to the rules and regulations of the host university in addition to those at their home university. Any breach of those rules and regulations will be dealt with in accordance with the established policies and procedures of the host university in consultation with the home university. The other obligations of the exchange students are listed at **Annex 5**.

9. REGISTRATION & ADMINISTRATION

- 9.1 The exchange student will be registered as a non-degree, non-graduating or not-for-degree student for the duration of study at the host university. This Agreement excludes any expectation of a transfer to the graduating programme of the host university.
- 9.2 The appropriate authority at the host university will arrange an orientation programme for the exchange students. The host university will make every reasonable effort to provide or to recommend university-approved or suitable accommodation on or off-campus. University-approved accommodation, although not guaranteed, will be provided at published rates and is restricted to the exchange student. Accommodation does not extend to dependants and/or spouses.
- 9.3 The host university will issue a notification of results to the exchange student's home university upon completion of the duration of study. The home university should determine the academic credit to be granted to their exchange students for modules/courses completed after the duration of study at the host university based on published information made available to students prior to the exchange.
- 9.4 Each university will appoint an Exchange Coordinator to administer the terms of this agreement. The appropriate officials for both universities are listed in **Annex 1B**.

10. PERSONAL DATA

- 10.1 The university in receipt of any personal data (the “Receiving Party”) from the other university (the “Disclosing Party”) shall use its best efforts to comply with all laws and subsidiary legislation applicable to privacy and data protection in the Disclosing Party’s country (collectively “Data Protection Legislation”) with regard to any and all personal data that it receives from the Disclosing Party.
- 10.2 The Receiving Party agrees that when dealing with personal data received from the Disclosing Party, it shall:
- (a) only use personal data in accordance with the purposes for which the Disclosing Party disclosed the personal data, in accordance with the instructions of the Disclosing Party or as is necessary for the Disclosing Party to fulfill its obligations under the Data Protection Legislation;
 - (b) take appropriate technical and organisational measures to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised 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 state of the art and the cost of implementation;
 - (c) give the Disclosing Party notice in writing as soon as reasonably practicable should it be aware of, or reasonably suspect, that any of the events referred to in Clause 10.2(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 Party 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 Party;
 - (f) not to disclose or transfer any personal data received from the Disclosing Party to any third party without the prior written approval of the Disclosing Party, and upon such additional terms and conditions which the Disclosing Party 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 consent of the individual whose personal data is to be transferred to that other country has been obtained. Further, where the personal data is to be transferred to another country, to take any such additional measures as are necessary to secure that personal data is transferred in accordance with the requirements of the Data Protection Legislation.
- 10.3 Notwithstanding anything to the contrary, the Receiving Party undertakes to indemnify and at all times hereafter to keep the Disclosing Party indemnified against any and all losses, damages, actions, proceedings, costs, claims, demands, liabilities (including full legal costs on a solicitor and own client basis) which may be suffered or incurred by the Disclosing Party or asserted against the Disclosing Party 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 10.

11. FORCE MAJEURE

Both partner universities shall be released from their respective obligations in the event of national emergency, war, acts of god, governmental regulation, industrial action, unforeseen closure, pandemic or if any other cause beyond the reasonable control of either party renders the performance of this Agreement impossible and neither party shall be liable to the other in damages in such instance.

12. THIRD PARTIES

No one except a party to this agreement has any right to prevent the amendment of this agreement or its termination, and no one except a party to this agreement may enforce any benefit conferred by this agreement, unless this agreement expressly provides otherwise.

13. TERM AND IMPLEMENTATION OF THE AGREEMENT

13.1 This Agreement will come into force upon the Effective Date and will remain in effect for five (5) years (hereafter referred to as the “**Initial Term**”). Thereafter, the Agreement may be renewed for a further period of five (5) years upon written notice by either Party to the other at least six (6) months before the expiry of the Initial Term and upon written acceptance by the other Party. Both universities may at any time review this Agreement and the actions taken under it. Modifications to this Agreement may be made only in writing by mutual consent.

13.2 Either of the universities may terminate this Agreement by written notification to the other university of its desire to terminate nine (9) months prior to the desired date of termination.

13.3 The termination of this Agreement shall not affect the implementation of the exchanges approved under it prior to such termination.


14. DISPUTE RESOLUTION

Any dispute arising under or in connection with this Agreement which cannot be resolved by amicable discussions between the institutions shall be jointly referred to the President of NUS and the Vice-Rector for International Affairs of SPbU, or their nominees, for resolution. Where the dispute remains unresolved ninety (90) days after such referral, the dispute may be submitted to such dispute resolution mechanism as may be agreed in writing between the institutions.

15. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Singapore.

Both universities welcome the continuation of the Exchange Programme and jointly agree to the terms of this Agreement as set out above.


.....
Professor Bernard Yeung
Dean, NUS Business School
National University of Singapore

16 APR 2019


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Sergey Andryushin
Vice-Rector for International Affairs
Saint Petersburg University
Anna Perodina
13.03.2019

ANNEX 1A DURATION OF EACH EXCHANGE PROGRAMME

<u>Semester/ Term</u>	<u>Saint Petersburg University</u>	<u>National University of Singapore</u>
Semester 1	August to January	August to November
Semester 2	February to June	January to May

ANNEX 1B OFFICIALS AT UNIVERSITIES

Saint Petersburg University	ACTIVITY	NUS
International Office	Administration of SEP	SEP Coordinator, Dean's Office.
International Office	Application & Registration	SEP Coordinator, Dean's Office.
BSc/MSc offices, International office	Academic Counselling	SEP Coordinator, Dean's Office.
International Office	Halls & Other Accommodation	SEP Coordinator, Dean's Office.
International Office	Orientation & Welfare	SEP Coordinator, Dean's Office.
Director, International Office	Official Visits & Academic Links	Executive Director, Strategic Relations Office.

ANNEX 2 ELIGIBILITY CRITERIA

The home university must ensure that the exchange student should:

- (a) Be registered as a full-time undergraduate student of the home university
- (b) Have successfully completed at least:
 - (i) one (1) semester of study at the home university upon application for the Exchange Programme; and
 - (ii) two (2) semesters of study upon admission to the host university
- (c) Be a student of good standing at the home university with:
 - (i) a minimum 'B' average grade or 70% average marks or ranking in the top one-third of the class; no single grade below 'C'; a minimum "B" grade in the current/intended discipline/major, and not have any grade below "C", the equivalent of Cumulative Average Score of 3.0 at NUS/SPbU.
- (d) Show the aptitude, motivation and maturity, to thrive in the environment at the host university

ANNEX 3 FACULTY / SCHOOL PARTICIPATING IN THE EXCHANGE

- (a) SPbU students participating in the Exchange Programme in the field of management at NUS should be aware of the module restrictions stated on NUS's website. SPbU students may read undergraduate modules from NUS subject to pre-requisites, availability and the approval from NUS.

- (b) NUS students participating in the Exchange Programme in the field of management at SPbU should be aware of the module restrictions stated on the website of SPbU. NUS students may read English-taught modules at SPbU subject to pre-requisites, availability and the approval from SPbU.

ANNEX 4 FINANCIAL RESPONSIBILITIES OF EXCHANGE STUDENTS

The financial responsibility of exchange students includes (but is not limited to):

- (a) Tuition, academic and obligatory fees at their home university. Correspondingly, tuition fees will be waived at the host university
- (b) Mandatory Miscellaneous Student Fees
 - (i) SPbU students participating in the Exchange Programme at NUS will be required to pay a mandatory Miscellaneous Student Fees, comprising Student Service Fee and Health Service Fee (including health and medical insurance for the duration of their study at NUS).
 - (ii) NUS students spending up to six months at SPbU need to ensure that they have full medical and health insurance.
- (c) All students on exchange are advised to purchase their own travel insurance prior to arrival at the host university.
- (d) Obligatory expenditure required in the country of the host university
- (e) Journey to and from the country of the host university
- (f) Personal and living expenses, including accommodation and food
- (g) Any debts/costs of damage incurred for the duration of their study abroad

ANNEX 5 OTHER OBLIGATIONS OF EXCHANGE STUDENTS

Other obligations of exchange students include (but are not limited to):

- (a) Applying for accommodation at the host university if required
- (b) Making travel arrangements
- (c) Satisfying the immigration requirements for their journey to and from the country of the host university
- (d) Registering with the diplomatic mission of the home country upon arrival in the country of the host university (if applicable)
- (e) Providing the appropriate authority at the home university with postal and other addresses, upon registration at the host university
- (f) Registering with the home university for the next semester, upon completion of the duration of study at the host university