



**AGREEMENT FOR EXCHANGE
BETWEEN
SAN FRANCISCO STATE UNIVERSITY, U.S.A.
AND
SAINT-PETERSBURG STATE UNIVERSITY, RUSSIAN FEDERATION**

This Agreement is entered into between the Trustees of the California State University on behalf of San Francisco State University (SF State), on the one part, and Federal State Budgetary Educational Institution of Higher Education «Saint-Petersburg State University» (hereinafter referred to as “Saint-Petersburg University/SPbU”) are referred to collectively as the Parties.

ARTICLE I: OBJECTIVE OF THE AGREEMENT

The purpose of this Agreement is to establish a mutually-beneficial educational and pedagogical relationship. This Agreement establishes the formal understanding of the scope of operations between the Parties, and for the following activities.

ARTICLE II: SCOPE OF AGREEMENT

This Agreement is subject to the availability of funds of either party. Activities covered by this Agreement may include:

1. The exchange of students from each Party for traditional student exchange programs.
2. The organization of joint seminars and conferences;
3. The hosting of visiting faculty from the other Party;
4. The exchange of academic program materials;

ARTICLE III: GENERAL PROGRAM REQUIREMENTS

Section 1. Definitions.

- a. “Exchange” shall mean a one-for-one exchange of students from each Party;
- b. “Exchange students” shall mean students participating in the exchange implemented herein;
- c. “Home institution” shall mean the Party the student intends to graduate from; and
- d. “Host institution” shall mean the Party that has agreed to receive the exchange students from the home institution.

Section 2. Tuition and fees:

- a. Students attending either Party as exchange students shall register and pay the normal tuition fees to their Home Institution when attending the Host Institution
- b. Exchange programs established under this Agreement shall operate on a reciprocal, no-cost basis. Tuition normally charged to students by their Home Institution shall be paid by

students directly to their Home Institution. The Parties shall ensure that no additional tuition costs are charged or collected for Exchange students. Fees for campus services may be charged to the exchange student.

Section 3. Funding Resources. Each Party affirms that its participating students will have the necessary personal funding resources to meet fully their financial obligations as students. Each Party affirms that its participating students shall have health and accident insurance coverage to include costs of emergency evacuation and repatriation.

Exchange students to SF State will provide documentation of financial resources sufficient to meet the standards of the Exchange Visitor Program (J-1 visa). Exchange students from SF State will provide documentation of financial resources as requested by the Host institution.

Exchange students are required to present evidence of health insurance valid in accordance with stated CSU regulations or of the host country. Exchange students from SF State will be required to maintain proper health insurance for the duration of their time at SPbU to satisfy both SPbU and Russia's Student Visa regulations. All exchange students to SF State are required to purchase the San Francisco State University recommended medical insurance policy.

Section 4. Housing and travel. Exchange students are responsible to secure their own housing accommodations. All expenses incurred for travel, lodging, and other incidental costs associated with the program (laboratory fees, special activity fees, etc.) shall be borne by each individual participant. Arrangements for other Party-to-Party payments may be negotiated as necessary and must be agreed to in writing by both Parties.

Section 5. Student conduct and academic policy. While at the Host Institution, Exchange students are subject to the student conduct and academic policies of the Host Institution for matters specifically related to their program. All Exchange students must adhere to all course load requirements for student visas under federal and state laws. Exchange students to SF State are required to maintain good academic standing (defined as minimum Grade Point Average of 2.0), and to register in and maintain full-time enrollment (12 units) each term. Failure to comply may lead to the termination of a student's exchange program and the stay in the USA. Both Parties retain sole discretion to dismiss a student from the program at any time for failure to maintain appropriate standards of conduct according to the Host Institution's policies and standards. Students so dismissed will be deregistered from all classes, all tuition and fees will be forfeited in accordance with the Host Institution's policy, and the student so dismissed will be expelled from student housing. Neither Party is responsible for any fees due to the airline, which must be paid by the student. Notice of such dismissal shall be sent to the Dean of Students, or equivalent office, at the student's Home Institution.

Section 6. The total number of exchange students from each Party shall not exceed 4 (four) undergraduate or graduate students for one term or 2 (two) for one academic year. In the exceptional cases the exchange period can be prolonged for more than it is stipulated in this Protocol. The Parties strive to distribute the candidates for exchanges evenly throughout the academic year and keep the balance of number of exchange students from each university annually.

Section 7. The Parties retain at all times the ultimate authority over all admission and subsequent academic decisions respective to each. All Exchange students from SPbU must have the appropriate level of TOEFL (or alternative IELTS) and other test scores required for the

respective program. Exemptions may apply for students primarily educated in English speaking countries or territories.

ARTICLE IV: TERM AND TERMINATION

This Agreement shall be effective upon its mutual signing and remain in effect until December 31, 2024, and may be amended or extended upon written agreement by both Parties. This Agreement may be cancelled by either Party in writing with 90 calendar days’ notice. In the event that the Agreement is not renewed or is terminated in any other way, any related activities in progress shall continue until the current semester in which the termination takes place is completed.

At SF State, the management of the exchange will be the responsibility of the Office of International Programs and at Saint-Petersburg University it will be the responsibility of the International Academic Cooperation Department.

Contact Persons at SF State:

Agreement	Outgoing Students from San Francisco	Incoming Students to San Francisco
Mr. Noah Kuchins Assistant Director of International Programs Phone: +1- 415-405-3735 Email: noahk@sfsu.edu	Mr. Noah Kuchins Assistant Director of International Programs Phone: +1- 415-405-3735 Email: noahk@sfsu.edu	Mr. Noah Kuchins Assistant Director of International Programs Phone: +1- 415-405-3735 Email: noahk@sfsu.edu

Contact Persons at Saint-Petersburg University:

Agreement	Outgoing Students from St. Petersburg	Incoming Students to St. Petersburg
Ms. Veronica E. Koytova The Head of the International Academic Cooperation Department Phone: +7 8123287562 Email: v.koytova@spbu.ru	Mr. Maksim A. Kireev Outgoing Mobility Coordinator Phone: +7 812 328 75 62 Email: m.a.kireev@spbu.ru	Ms. Ekaterina Y. Petryanina Incoming mobility Coordinator Phone: +7 812 328 75 62 Email: e.petryanina@spbu.ru

ARTICLE V: INDEMNIFICATION

Section 1. SPbU shall defend, indemnify and hold harmless California State University and SF State, and each of their trustees, officers, employees, agents and volunteers from and against any and all liability, loss, expense, or claims for injury or damages arising out of, resulting from, or in connection with the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result

from the negligence or intentional acts or omissions of SPbU, its officers, subcontractors, assignees, appointees, agents, or employees.

Section 2. California State University shall defend, indemnify and hold harmless SPbU and its trustees, officers, employees, subcontractors, appointees, agents and volunteers from and against any and all liability, loss, expense, or claims for injury or damages arising out of, resulting from, or in connection with the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of California State University, its officers, agents, or employees.

ARTICLE VI: REPRESENTATIONS AND WARRANTIES

Section 1. SF State represents and warrants that it is the State of California, acting in its higher education capacity, and has the legal capacity to enter into this Agreement.

Section 2. SPbU represents and warrants that it (1) is an educational entity in good standing in Russia and has the legal authority to enter into this Agreement; and (2) has obtained all necessary approvals and rights required by applicable laws, rules and regulations necessary to enter into, and perform under, this Agreement.

ARTICLE VII: MISCELLANEOUS

Section 1. No Agency. Nothing herein shall be construed to create an agency relationship between the Parties, or any employment relationships between the Parties for any faculty or staff member provided under the exchange program. The Parties are independent contractors and no legal relationship is intended by this Agreement.

Section 2. Compliance with Laws. The Parties will comply with all applicable laws and regulations in their respective countries in performing their obligations hereunder.

Section 3. No Incentive Benefits. Other Party certifies that it has not given any incentive benefit directly or indirectly (monetary or in kind) to any employee of SF State, for the purpose of obtaining, or in connection with, this or any other agreement.

Section 4. Use of Logos and Marks. Neither the Home nor the Host Institution shall use any identifying marks of the other without the express written permission of the other Party.

Section 5. Authoritative Version. The English version of this Agreement shall be the authoritative version of the Agreement for all purposes. In the event of a conflict between the English version and any translation of this Agreement, the English version shall control.

Section 6. Severability. If any section or provision of this Agreement is held illegal, unenforceable or in conflict with any law by a court of competent jurisdiction, such section or provision shall be deemed severed and the validity of the remainder of this Agreement shall not be affected thereby.

Section 7. Whole Agreement and Amendments. This Agreement contains the entire agreement between the Parties and shall not be modified, amended or supplemented, or any rights herein waived, unless such amendment or modification to this Agreement is (i) in writing; (ii) refers to this Agreement; and (iii) executed by an authorized representative of each Party. This Agreement supersedes any and all previous agreements, whether written or oral, between the Parties.

Section 8. Force Majeure. Neither Party shall be liable for any delays in the performance of any of its obligations hereunder due to causes beyond its reasonable control, including but not limited to fire, strike, war, riots, acts of any civil or military authority, acts of God, judicial action, unavailability or shortages of labor, materials or equipment, impaction or enrollment restrictions ordered by the California State University, or failure or delay in delivery by suppliers or delays in transportation.

Section 9. Governing Law. The Parties agree that they shall endeavor to settle any dispute relating to this agreement by negotiating with each other in good faith. If the Parties are unable to completely resolve the dispute through negotiation, the Parties agree that any disputes between them shall be governed by the law of, and shall be subject to the non-exclusive jurisdiction of, the country of domicile of the defendant to the action.

Section 10. Privacy. SF State and SPbU shall keep confidential at all times any and all information and personal data received from the other relating to teaching strategy, students, employees and tutors, and their performance and progress. Unless compelled by law, no personal data received from the other party will be divulged to any third party without the prior written approval of the individual to whom such personal data relates. SF State is, and SPbU may be subject to various privacy, freedom of information and public records laws, and SF State and SPbU agree that they will co-operate and provide all necessary assistance within the legal limits of each country in order to comply with these legal obligations.

Section 11. Insurance. Both parties confirm that it is permissibly self-insured for damages, claims or actions in amounts sufficient to support the indemnifications set forth above. Both parties also confirms that its self-insurance shall be primary in connection with all indemnification and/or hold harmless obligations set forth in this agreement.

Section 12. Notices. All notices under this Agreement must be in writing and sent by prepaid airmail and electronic mail as follows:

To SPbU:



Sergey Andryushin
Vice-Rector for International Affairs
St. Petersburg University
199034 St. Petersburg
Universitetskaya emb. 7/9
Russian Federation
Tel: +7 812 3287562
Email: rector@spbu.ru

To SF State:

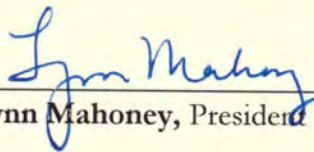
Yenbo Wu
Associate Vice President
Division of International Education
San Francisco State University
1600 Holloway Avenue
San Francisco, CA 94132
U.S.A.
Tel: +1-415-338-6377
E-mail: ywu@sfsu.edu

ARTICLE VIII: CONCLUSION

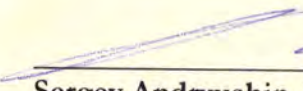
INTENDING TO BE LEGALLY BOUND, by signing below, each Party acknowledges its agreement with the terms and conditions of this Agreement and each signatory represents and warrants that he/she is authorized to sign on behalf of and to bind his/her Party to all of the terms and conditions of this Agreement.

San Francisco State University


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



Lynn Mahoney, President



Sergey Andryushin, Vice-Rector for
International Affairs



Date: 11-21, 2019

Date: 09.12., 2019