



# MEMORANDUM OF UNDERSTANDING (MoU) ON STUDENT AND STAFF EXCHANGE

#### **BETWEEN THE**

GEORG-AUGUST-UNIVERSITÄT GÖTTINGEN /
GEORG-AUGUST-UNIVERSITÄT GÖTTINGEN STIFTUNG ÖFFENTLICHEN RECHTS
(hereinafter "University of Göttingen")
each represented by the President Prof. Dr. Reinhard Jahn,
in his turn and for the purposes of this Memorandum of Understanding represented
by the Vice President Prof. Dr. Hiltraud Casper-Hehne
Göttingen, GERMANY

hereinafter: "UGOE"

### **AND**

# SAINT-PETERSBURG STATE UNIVERSITY, RUSSIAN FEDERATION

- hereinafter: "SPbU"

This agreement is made and entered into by and between the Federal State Budgetary Educational Institution of Higher Education «Saint-Petersburg State University» (hereinafter referred to as "Saint-Petersburg University/SPbU"), duly represented by its Vice-Rector for International Affairs Sergey Andryushin, acting on the basis of proxy dated 31.12.2019 № 28-21-506, and the Georg-August-Universität Göttingen (hereinafter referred to as "UGOE"), a public institution in Göttingen, Germany, at Wilhelmsplatz 1, 37073 Göttingen, Germany, establishing the basis for their further cooperation in accordance with the following:

## 1. Partnership Coordinators

1.1 Each of the parties will appoint a partnership coordinator to facilitate the communication between the parties.

For the UGOE:

Dr. Tanja Falkowski

For SPbU:

Ms. Veronica Koytova





1.2. When a new partnership coordinator is appointed, all personnel involved must be informed as soon as possible. The validity of the contract is unaffected by any change in coordinator.

# 2. Staff Exchange

The partners will notify each other of the proposed staff to be exchanged during the calendar year. The sending institution will arrange all matters concerning travel and accommodation costs as well as living expenses for their staff. The host university will assist them in finding suitable accommodation.

## 3. Student Exchange

- 3.1. The partners will exchange up to 4 undergraduate (Bachelor) and/or graduate (Master) students per semester<sup>1</sup>. Prior to any exchange and prior to the selection process, the partners shall agree upon the exact number of students to be exchanged in accordance with all capacity regulations (see 3.2).
- 3.2. The partners shall ensure a balanced exchange which meets the requirements of reciprocity and capacity regulations under which each partner is operating. Annual/semestral imbalances in the exchange shall be monitored and addressed collectively by the partner faculties and any other relevant offices of the parties concerned.
- 3.3. No tuition fee shall be charged by either partner to students admitted as exchange students. The obligation to pay other public dues or duties remains unaffected.
- 3.4. Undergraduate students must complete at least 3 semesters at their home university before they are deemed eligible for an exchange semester; graduate students must complete at least 1 semester. The exchange of a student is limited to a period not exceeding two semesters; the period of exchange must be approved by both institutions.
- 3.5. The parties agree in principle to recognize the credits earned at the host university as a substitute for the credits required at the home university; the details of this reciprocal credit recognition shall be defined in a "learning agreement".
- 3.6. All travel and accommodation costs, as well as all living expenses and any incidental costs, are to be borne by the students themselves. The host university will provide help in finding accommodation, and will provide advice concerning the subjects to be studied.
- 3.7. The academic year at SPbU is composed of two semesters: Semester 1 from September until January

Semester 2 from February until June.

The academic year at the UGOE is composed of two semesters:

Winter semester (semester 1): October until March of which the lecture period is from mid-October to mid-February

Summer semester (semester 2): April until September of which the lecture period is from mid-April to mid-July.

3.7.1. For exchange students seeking admission to SPbU, the following language require ments apply:

The acceptance of students is subject to the capacity of the respective faculty and the selected program. The partner should contact the partnership coordinator of the host university in good time well in advance.





Language of instruction English: Proof of English language proficiency equivalent to level B2 of the Common European Framework of Reference for Languages (CEFR) is required; additionally, a level of B1 in Russian is recommended.

Language of instruction Russian: Proof of Russian language proficiency equivalent to level B2 of the Common European Framework of Reference for Languages (CEFR) is required.

3.7.2. For exchange students seeking admission to the UGOE, the following language requirements apply:

Language of instruction English: Proof of English language proficiency equivalent to level B2 of the Common European Framework of Reference for Languages (CEFR²) is required; additionally, a level of B1 in German is recommended.

Language of instruction German: Proof of German language proficiency equivalent to level B2 of the Common European Framework of Reference for Languages (CEFR) is required.

# 4. Student Visa and Insurance Requirements

- 4.1. The partners acknowledge and agree that each exchange student will be responsible for obtaining a visa and other related documents required for study at the host university. The host university does not assume liability for any student being entitled to an appropriate visa, but as far as legally possible the host university will provide incoming exchange students with such valid certification as may be required to obtain a student visa for the full period of their exchange.
- 4.2. The partners acknowledge and agree that each exchange student will be required to carry an adequate policy for travel and health insurance as well as for a personal/third party liability insurance for the full period of the exchange such that it meets with the host university's requirements. All exchange students from SPbU are strongly recommended to take out third party liability insurance. The students will be required to provide proof of this to the host university upon request. The partners agree that the students to be exchanged under this MoU are solely liable for their respective insurance coverage and that the partners will not assume any liability in that respect.
- 4.3. For the avoidance of doubt, the partners' liability under this MoU does not extend to liability for their respective students.

## 5. Funding

All activities detailed in this MoU are subject to the availability of adequate funding. Neither partner shall be held in breach of the agreement if unforeseen circumstances prevent them from participating in any activity previously agreed upon.

### 6. Compliance with Laws

Both partners will mutually assist each other and cooperate in order to ensure that the activities to be carried out under this MoU comply with all applicable laws under which the partners are operating. The partners agree to ensure that the storage, processing and use of personal data exchanged in the context of the Agreement shall be execut-

3 See <a href="http://www.uni-goettingen.de/en/63838.html">http://www.uni-goettingen.de/en/63838.html</a>

<sup>2</sup> https://en.wikipedia.org/wiki/Common\_European\_Framework\_of\_Reference\_for\_Languages





ed in accordance with the European General Data Protection Regulation (EU) 2016/679 (GDPR), in particular with the principles stated in Art. 5 of the GDPR, and other applicable data protection legislation and regulation. This means in particular that only personal data relevant for the purpose of this Agreement will be exchanged and processed. Each partner takes appropriate care that personal data are treated with confidentiality, are stored securely and only for the required period of time.

#### 7. Duration and Termination

This MoU will be effective for a duration of five years starting from the date of the last signature. It may be renewed for an additional 5-year-term provided one of the parties does not notify the other to the contrary in writing six months before the end of this MoU. As far as possible, ongoing projects and exchanges shall remain unaffected by this termination.

#### 8. Amendment of the MoU

No amendment to this MoU shall be valid unless the same is made jointly in writing by both parties and signed by their authorized representatives, specifically stating this to be an amendment to this MoU.

This MoU may be executed in any number of counterparts, each of which shall be deemed an original and all of those counterparts shall constitute one and the same instrument. Any manual signature on this MoU that is faxed, scanned or photocopied, and any electronic signature valid under the respective applicable law to this MoU, shall for all purposes have the same validity and legal effect as an original manual signature.

9. This Agreement has been written both in English and in 2 originals copies for each Party. In witness of the terms of this agreement, and intending to be legally bound, signatures of the following authorized representatives of the parties are affixed:

Saint-Petersburg State University

Sergey Andryushin
Vice-Rector for International Affairs

18.11.2020

Georg-August-Universität Göttingen Göttingen, Germany

Prof. Hiltraud Casper-Hehre Vice President

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