



N 01/11-70-105-CN614



PROTOCOL ON STUDENT EXCHANGE

between

SAINT PETERSBURG STATE UNIVERSITY, RUSSIAN FEDERATION
and
UNIVERSITY OF CHICHESTER, UNITED KINGDOM

Federal State Budgetary Educational Institution of Higher Education «Saint Petersburg State University» (hereinafter - SPbU), duly represented by its Vice-Rector for International Affairs Sergey Andryushin (acting under the proxy n. 28-21-356 dated 21.12.2020) on the one part,

and

the University of Chichester (hereinafter - UoC), duly represented by its Deputy Vice-Chancellor Simeon Keates on the other part,

hereinafter together referred to as the "Parties" and solely to as the "Party",

agreed to continue their academic and scientific cooperation and have prepared to that effect the following Protocol on Academic and Scientific Exchange (hereinafter referred to as the "Protocol").

§ 1

1.1. The Parties will conduct the exchange of undergraduate students for International Relations and Political Science studies and history studies in accordance with the rules and regulations set in this Protocol.

§ 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 2 (*two*) undergraduate or graduate students for one term or 1 (*one*) for one academic year. The Parties will strive to distribute the candidates for exchanges evenly throughout the academic year and maintain a balance in the number of exchange students from each university annually. In exceptional cases, the exchange period can be prolonged for more than is stipulated in this Protocol.

2.2. The home university will be responsible for the initial selection of exchange students; however, the host university reserves the right to make a final decision regarding each student's

admission based on the academic requirements and/or capacity of laboratories for the proposed course work.

2.3. The host university will determine the required language skills for admission in each case in order to assure that the student has the minimum requirements to carry out his/her studies successfully.

2.4. Exchange students will be exempted from paying application, matriculation and tuition fees to the host university, but shall pay tuition fees at the home university, if applicable.

2.5. All expenses related to participation in the exchange in accordance with this Protocol, 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.

2.6. The host university will assist the exchange student in arranging accommodation (at the University of Chichester: at halls (or local accommodation) at UoC, at SpbU: at the dormitories of SPbU).

2.7. All exchange students should have medical insurance valid within the territory of the host country during their journey to and from, and for the whole exchange period.

2.8. Students who participate in the exchange program will be awarded grades and credits in accordance with the academic policies and regulations of the host university. All 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's rules, it shall be provided to the home university not later than 1 (one) month after the termination of the exchange period.

2.9. Exchange students will be expected to abide by the laws and customs of the host country and abide by the policies and regulations of the host university. In case of violation, either university has the right to terminate the student's participation in the exchange program.

2.10. All exchange students will be enrolled on an equivalent basis and given the same privileges as the other students in the host university.

2.11. Partner institutions agree to provide appropriate assistance, which assumes no financial obligations of corresponding institution, in repaying accommodation debt in case such arise during mobility period of student at the host university.

§ 3

3.1. The Parties can, by mutual consent, introduce changes and additions to this Protocol in order to improve the effectiveness of cooperation.

3.2. This Protocol will come into effect from the date of signing and be valid for a period of 5 (five) years till December 31, 2026, but may be renewed by mutual consent.

3.3. Should any dispute, disagreement or claim arise between the Parties in concern of this Protocol, the Parties shall try to settle them through negotiations.

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

3.6 Each party will comply with all applicable requirements of the Data Protection Legislation, as set out in the Data Sharing Agreement at Appendix 1.

Contact Persons at the University of Chichester:


Agreement	Outgoing Students	Incoming Students
Mrs. Michelle Thompson Erasmus, Exchange and Study Abroad Admininstator Ph.: + 44 1243 816000 Email: exchange@chi.ac.uk	Mrs. Michelle Thompson Erasmus, Exchange and Study Abroad Admininstator Ph.: + 44 1243 816000 Email: exchange@chi.ac.uk	Mrs. Michelle Thompson Erasmus, Exchange and Study Abroad Admininstator Ph.: + 44 1243 816000 Email: exchange@chi.ac.uk

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	Ms. Aleksandra Y. Chubsa Outgoing Mobility Coordinator, Phone: +7 812 328 75 62 Email : a.chubsa@spbu.ru	Ms. Ekaterina Y. Petryanina Incoming mobility Coordinator, Phone: +7 812 328 75 62 Email: e.petryanina@spbu.ru

This Protocol is prepared in two original copies in English; one for each Party.

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


Sergey Andryushin
Vice Rector for International Affairs
Date: 18.04.2021

For the University of Chichester


Simeon Keates
Deputy Vice-Chancellor
UNIVERSITY OF CHICHESTER
COLLEGE LANE
CHICHESTER
WEST SUSSEX
Date: 20.04.2021

Data Sharing Agreement (short-form)

Parties: Federal State Budgetary Educational Institution of Higher Education “**Saint Petersburg State University/SPbU**”, Universitetskaya embankment 7/9, 199034 St. Petersburg, Russian Federation

Contact: a.porodina@spbu.ru, +7 (812) 3287562

and

The **University of Chichester/UoC**, a company limited by guarantee without share capital, incorporated and registered in England and Wales with company number 4740553 whose registered office is at College Lane, Chichester, West Sussex, PO19 6PE.

Contact: exchange@chi.ac.uk, (+44) 01243 816000

Commencement Date: 29th March 2021

Term: 5 years (60 months)

Shared Personal Data: The following types of Personal Data will be shared between the parties during the Term of this agreement:

1. Names, D.O.B, Address, Nationality
2. Educational and Academic documentation
3. Personal documentation for identification purposes.

[Special categories of Personal Data will not be shared between the parties. **OR** The following types of special categories of Personal Data will be shared between the Parties during the Term of this agreement only where relevant to the application process:

1. [Racial or ethnic origin;]
2. [Political opinions;]
3. [Religious or philosophical beliefs;]
4. [Trade-union membership;]
5. [Genetic or biometric data used to uniquely identify a natural person;]
6. [Data concerning a natural person's physical or mental health or condition, sex life or sexual orientation.]

(together, the **Shared Personal Data**). The Shared Personal Data shall not be irrelevant or excessive taking into account the Purpose(s).

1. In order to evaluate and process an applicants suitability for study on their chosen course.
2. To facilitate the offer and enrolment onto the applicants chosen course.
3. To form the record for the individual for the duration of their exchange.

Justification: The parties consider this data sharing initiative necessary for the purpose of student exchange between our universities.

S. Keating

Name: SIMEON KASS UNIVERSITY OF CHICHESTER
 Role: DEPUTY CHANCELLOR COLLEGE LANE
 Date: 23.06.21 CHICHESTER
WEST SUSSEX
PO19 6PF

Name: Sergey V. Andryushin

Role: Vice-Rector for International Affairs

Date: 16.09.2021

DATA SHARING AGREEMENT

1. INTERPRETATION

- 1.1 The following definitions and rules of interpretation apply in this agreement.
- 1.2 The definitions set out in the front sheet above shall apply.
- 1.3 **Controller, Processor, Data Subject and Personal Data, Special Categories of Personal Data, Processing** and "appropriate technical and organisational measures" shall have the meanings given to them in the Data Protection Legislation.
- 1.4 **Data Protection Legislation** means all applicable data protection and privacy legislation in force from time to time in the UK including the UK General Data Protection Regulation, the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.
- 1.5 **Personal Data Breach** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Shared Personal Data.
- 1.6 **Subject Access Request** means the exercise by a data subject of his or her rights under Article 15 of the GDPR and the DPA 2018.
- 1.7 **Supervisory Authority** means the relevant supervisory authority in the territories where the parties
- 1.8 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.9 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular. Unless the context otherwise requires, the reference to one gender shall include a reference to the other genders.
- 1.10 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.11 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.12 Any words following the terms **including, include, in particular or for example** or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.
- 1.13 A reference to **writing or written** includes fax and email.

2. PURPOSE

- 2.1 This agreement shall take effect on the Commencement Date and shall continue in effect for the Term, unless terminated in accordance with its terms.
- 2.2 This agreement sets out the framework for the sharing of **Personal Data** when one party discloses personal data to the other. It defines the principles and procedures that the parties shall adhere to and the responsibilities the parties owe to each other.
- 2.3 The parties shall not process Shared Personal Data in a way that is incompatible with the Agreed Purpose(s).
- 2.4 The Shared Personal Data must not be irrelevant or excessive with regard to the Agreed Purpose(s).

3. LAWFUL, FAIR AND TRANSPARENT PROCESSING

- 3.1 Each party shall ensure that it processes the Shared Personal Data fairly and lawfully in accordance with this agreement and the Data Protection Legislation.
- 3.2 Each party shall ensure that it has legitimate grounds under the Data Protection Legislation for the processing of Shared Personal Data.

4. DATA SUBJECTS' RIGHTS

- 4.1 The parties each agree to provide such assistance as is reasonably required to enable the other party to comply with requests from Data Subjects to exercise their rights under the Data Protection Legislation within the time limits imposed by the Data Protection Legislation.

5. DATA RETENTION AND DELETION

- 5.1 A party shall not retain or process Shared Personal Data for longer than is necessary to carry out the Agreed Purpose(s), other than where required by applicable statutory retention periods.
- 5.2 On termination or expiry of this Agreement, or once continued processing of the Shared Personal Data is no longer necessary for the purposes it was originally shared for, each party shall ensure that any Shared Personal Data are, at the option of the disclosing party, returned to the disclosing party or destroyed by appropriate means.

6. TRANSFERS

- 6.1 If a party receiving Shared Personal Data appoints a third party processor to process the Shared Personal Data it shall comply with Article 28 and Article 30 of the GDPR and shall remain liable to the disclosing party for the acts and/or omissions of the processor.
- 6.2 A party receiving Shared Personal Data shall not disclose or transfer such data outside the EEA.

7. SECURITY

- 7.1 The parties undertake to have in place throughout the Term appropriate technical and organisational security measures a) to prevent unauthorised or unlawful processing of the Shared Personal Data; and the accidental loss or destruction of, or damage to, the Shared Personal Data; and b) to ensure a level of security appropriate to the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and the nature of the Shared Personal Data to be protected.

8. PERSONAL DATA BREACHES AND REPORTING PROCEDURES

- 8.1 The parties shall each comply with their obligation to report a Personal Data Breach to the appropriate Supervisory Authority and (where applicable) data subjects and shall each inform the other party of any such Personal Data Breach involving the Shared Personal Data.
- 8.2 The parties shall provide reasonable assistance to each other to facilitate the handling of any Personal Data Breach in an expeditious and compliant manner.

9. TERMINATION OF AGREEMENT

- 9.1 Each party reserves its rights to inspect the other party's arrangements for the processing of Shared Personal Data and to terminate the Agreement with immediate effect where it considers that the other party is not processing the Shared Personal Data in accordance with this agreement.
- 9.2 This agreement may be terminated by either party on giving not less than 14 days' notice to the other.
- 9.3 On termination of this Agreement (and subject always to the Data Protection Legislation) each party shall, at the option of the other party, return or securely destroy the Shared Personal Data it has received from the other party and which remains in its possession or control.

10. RESOLUTION OF DISPUTES WITH DATA SUBJECTS OR THE SUPERVISORY AUTHORITY

- 10.1 In the event of a dispute or claim brought by a data subject or the Supervisory Authority concerning the processing of Shared Personal Data against either or both parties, the parties will cooperate with a view to settling them amicably in a timely fashion.

11. WARRANTIES

- 11.1 Each party warrants and undertakes that it will:
- (a) process the Shared Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments that apply to its personal data processing operations;
 - (b) make available on request to the data subjects who are third party beneficiaries a copy of this Agreement, unless the Agreement contains confidential information;
 - (c) respond within a reasonable time and as far as reasonably possible to enquiries from the relevant Supervisory Authority in relation to the Shared Personal Data;
 - (d) respond to Subject Access Requests in accordance with the Data Protection Legislation;
 - (e) where applicable, maintain registration with all relevant Supervisory Authorities to process all Shared Personal Data for the Agreed Purpose(s); and
 - (f) take all appropriate steps to ensure compliance with the security measures set out in clause 7 above.
- 11.2 A party disclosing Shared Personal Data warrants and undertakes that it is entitled to provide the Shared Personal Data to the receiving party and it will ensure that the Shared Personal Data are accurate.
- 11.3 Except as expressly stated in this Agreement, all warranties, conditions and terms, whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law.

12. INDEMNITY

- 12.1 The parties undertake to indemnify each other and hold each other harmless from any cost, charge, damages, expense or loss which they cause each other as a result of their breach of any of the provisions of this Agreement, except to the extent that any such liability is excluded under clause 13.2.
- 12.2 Indemnification hereunder is contingent upon:
- (a) the party(ies) to be indemnified (the **indemnified party(ies)**) promptly notifying the other party(ies) (the **indemnifying party(ies)**) of a claim,
 - (b) the indemnifying party(ies) having sole control of the defence and settlement of any such claim, and
 - (c) the indemnified party(ies) providing reasonable co-operation and assistance to the indemnifying party(ies) in defence of such claim.

13. LIMITATION OF LIABILITY

- 13.1 Neither party excludes or limits liability to the other party for:
- (a) fraud or fraudulent misrepresentation;
 - (b) death or personal injury caused by negligence;
 - (c) a breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
 - (d) any matter for which it would be unlawful for the parties to exclude liability.
- 13.2 Subject to clause 13.1, neither party shall in any circumstances be liable whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for:
- (a) any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill;
 - (b) loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time); or
 - (c) any loss or liability (whether direct or indirect) under or in relation to any other contract.

14. COSTS

- 14.1 Unless otherwise agreed in writing in advance, each party shall be responsible for its own costs of complying with its obligations under this Agreement.

15. THIRD PARTY RIGHTS

- 15.1 No one other than a party to this Agreement shall have any right to enforce any of its terms.

16. VARIATION

- 16.1 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

17. WAIVER

- 17.1 No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

18. SEVERANCE

- 18.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement. If any provision or part-provision of this agreement is deemed deleted, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

19. CHANGES TO THE APPLICABLE LAW

- 19.1 If during the Term the Data Protection Legislation changes in a way that the Agreement is no longer adequate for the purpose of governing lawful data sharing exercises, the parties will negotiate in good faith to review the Agreement in the light of the new legislation.

20. NO PARTNERSHIP OR AGENCY

- 20.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

21. ENTIRE AGREEMENT

- 21.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

22. RIGHTS AND REMEDIES

- 22.1 The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

23. GOVERNING LAW

- 23.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

24. JURISDICTION

- 24.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims), arising out of or in connection with this Agreement or its subject matter or formation.

КОПИЯ
ВЕРНА



Андрей СВ