

Agreement on  
Double-Degree Program for pre-experience masters in management

between

SAINT PETERSBURG STATE UNIVERSITY  
RUSSIAN FEDERATION

and

HEC Paris, FRANCE

*S. 01/1-40-111-01574*  
*" 19 " 04* 2021

The Federal State Budgetary Educational Institution of Higher Education "Saint-Petersburg State University", Russia (hereinafter referred to as SPbU), carrying out educational activities on the basis of a license from 04/07/2016, No. 2063, issued by the Federal Service for the Supervision of Education and science, duly represented by Deputy Rector for International Affairs Sergey Andryushin acting on the basis of Proxy No. 28-21-356 dated 21.12.2020, on the one part,

And HEC Paris (hereinafter referred to as HEC Paris) a French private institution, headquartered at 8 avenue de la Porte de Champerret, 75017, Paris (France), represented by Eloic Peyrache, Dean, on the other part,

hereinafter collectively referred to as Parties, agreed to continue their existing academic cooperation in implementation of Double-Degree Program (hereinafter referred to as the DD Program) for pre-experience master program in management and prepared to that effect the following Agreement (hereinafter referred to as the Agreement).

***§ 1. Objectives***

- 1.1. The aim of this Agreement is to extend and intensify cooperation between SPbU and HEC Paris through the DD Program. The Parties, being aware of each one's distinguished reputation, will work as peers in the development and achievement of the objectives defined in the present Agreement.
- 1.2. The completion of the DD Program stipulated by the Agreement will provide pre-experience master level students from both universities with the opportunity to obtain Master Degree from SPbU and HEC Paris through mutual use of the Parties' resources, curriculum adjustment and transfer of learning outcomes, periods of study and credits (ECTS) without additional confirmation procedures.

***DEFINITIONS***

In this Agreement unless the context implies otherwise:

- **Double Degree Program (DD Program)** shall mean the program for pre-experience master students in management, which is jointly implemented by SPbU and HEC Paris
- **Party/parties** shall mean institutions involved in the implementation of the DD Program under the terms of this Agreement.
- **DD Student/s** shall mean students from both institutions who study at the DD Program.
- **Home Institution/school** shall mean the institution where the student is enrolled first prior to enrolment in the DD Program.
- **Host Institution/school** shall mean the institution which under the terms of this Agreement hosts DD students from their home institution and deliver the part of the DD Program curriculum.

## ***§ 2. The DD Program proceedings***

- 2.1. The duration of the DD Program is 4 terms (2 years) with the total workload equal to 120 ECTS; at least 60 ECTS should be delivered by each Party.
- 2.2. The students who have been selected and nominated by their home institution to the DD Program are enrolled for studies at the host institution as regular degree seeking students. The enrollment procedure is governed by the acting enrollment regulations of the host institution.
- 2.3. Under the terms of this Agreement students spend the whole master cycle as fully registered degree seeking students at both institutions, HEC Paris and SPbU simultaneously, with the administrative consequences ensued by this double registration.
- 2.4. Each Party may nominate up to 2 students for studies during their second year at the host institution. However, this number may vary in any given year, provided that a balance of exchanges is obtained in accordance with the terms of this Agreement.

## ***§ 3 The DD Program Curriculum***

- 3.1. The students from HEC Paris are enrolled at SPbU for the period from September 1<sup>st</sup> till June 30<sup>th</sup> on the second year of their studies (including holidays upon student's request). The students from SPbU are enrolled at HEC Paris for the period from September 1<sup>st</sup> till June 30<sup>th</sup> on the second year of their studies. Students must obtain not fewer than 60 ECTS for that period.
- 3.2. The SPbU students enrolled in the DD Program will spend the first year at SPbU, and the second year at HEC Paris. The HEC Paris students enrolled in the DD Program will spend the first year at HEC Paris, and the second year at SPbU.
- 3.3. Students who successfully complete the study programs and all the curricular activities, meet all the requirements of both Parties will be awarded two master degrees: master at SPbU and master in management at HEC Paris.
- 3.4. To complete the DD Program each DD student must defend their master thesis. The defense procedure will take place in SPbU in accordance with SPbU rules and within preliminary approved deadlines.
  - 3.4.1. HEC Paris accepts the results for master thesis defense gained by the DD students at SPbU.
  - 3.4.2. The defense procedure can be held either in person or in remote format (in the mode of video conference).
- 3.5. The language of instruction within the DD Program is English.
- 3.6. The curriculum of the DD Program is subject to annual mutual agreement with the aim of ensuring homogeneity and academic quality of study programs, which must satisfy the acting requirements of both Parties. Electronic correspondence is considered sufficient.

## ***§ 4 Grades, transfer of credits***

- 4.1. Both institutions shall accept and recognize the credits taken by the students at their institutions.
- 4.2. Grading will be applied according to the system used by each institution. The grade conversion from one system to the other will be determined by the Student's home institution. Each institution agrees that credits successfully earned at the host institution will be transferable to the home institution, subject to the credit requirements and the applicability of the courses.
- 4.3. The approval of the credits transfer systems is done annually through electronic correspondence.
- 4.4. Upon request of the DD Program Coordinator the Parties inform each other about the academic progress of the students, participating in the Program.

4.5. In case a student is expelled from the host institution(s), he or she can continue the studies at home university and be awarded a master degree, provided he or she meets all the requirements of the home institution.

4.6. The process of expulsion from the host institution is governed by the acting regulations of the host institution.

4.7. DD students will receive the degree of the partner university only after completing the degree requirements of their home institution.

### ***§ 5. DD Program Administration***

5.1. Each Party is responsible for the implementation of the DD program at its own institution and shall nominate the DD Program Coordinator who will be responsible for the administration of the Program. The DD Program coordinators from each Party will meet annually for the Program evaluation.

### ***§ 6 General selection criteria***

6.1. The number of students, the application deadlines and other procedures related to admission and enrollment are based on the requirements of national legislation of each Party and agreed by the Parties annually.

6.2. All students enrolled in the DD Program are required to demonstrate their competence in English (min B2 level) by submitting one of the following certificates BEC Higher – from 160, CAE – B2 and higher, CPE – B2 and higher, FCE – B2 and higher, IELTS (at least 6.0 points, academic level), TOEFL iBT (at least 87 points).

6.3. The terms and procedures for the admission of international students are governed by the regulations for admission approved by each Party.

6.4. Each Party is responsible for the initial selection of the DD Program students. Students must be selected based on their academic performance, proficiency in foreign languages, work experience and extracurricular activities.

6.5. The Parties inform each other about the selection criteria and procedures and guarantee the principle of non-discrimination.

### ***§ 7. Rules and Regulations***

7.1. All DD students must follow and respect the rules and requirements of the host institution. Any infringement of the rules can be subject to expulsion.

7.2. All DD students will be given the same rights and privileges as the full-time degree-seeking students at their host university. The host Party provides the students with access to all educational resources necessary for studies and master thesis preparation.

### ***§ 8. Fees and Funding***

8.1. All the expenses related to participation of students in the DD Program under the terms of this Agreement, 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 DD Program shall be covered by the DD student.

8.2. DD Program students will be exempted from paying tuition fees to the host university, but shall pay tuition fees at the home university, if applicable. DD Program students must pay all other compulsory fees as according to the rules and regulations of the host university. The Parties agree to inform each other about all compulsory fees in advance.

8.3. The host university assists the DD Program students in finding accommodation. The accommodation fee shall be covered by the students.

8.4. Parties agree to provide appropriate assistance, which assumes no financial obligations of a partner institution, in repaying accommodation debt in case such arises during the study period of the student at host university.

### ***§ 9. Terms of the Agreement***

9.1. Neither Party will be liable for any event of Force Majeure. Force Majeure means any event or occurrence beyond the reasonable control of the Party concerned and which is not attributable to any act or failure to take such preventive action as a practicable by the Party concerned but will not include any industrial action occurring within either Party's organization. In the event of Force Majeure causing cessation of the Program, either Party will have the right to terminate the agreement.

9.2. Should any dispute or disagreements concerning the Agreement arise between the Parties, the Parties shall first try to resolve the dispute by negotiations. If the dispute cannot be resolved by such negotiations, the Parties will be free to submit the dispute to a court. The applicable law is the law of the country where the dispute arose.

9.3. The Parties agree not to use names and logos of each other without the prior consent (if not related directly to the obligations under the present Agreement).

9.4. This Agreement will come into effect upon signature by the presiding officers of both institutions and shall remain in effect for a period of five (5) years.

9.5. This Agreement may be amended by mutual consent at any time through exchange of letters between the two Parties. Such amendments, once approved by the Parties, will be added to this Agreement as appendices. Changes made to this Agreement will not affect students already enrolled in the program unless such changes are advantageous to the students.

9.6. The Agreement may be terminated by officially written notification duly signed by the presiding officer of the notifying party at least six months before the date of termination of the Agreement. Students already enrolled in the DD Program if facing such circumstances can complete it in accordance with the rules applicable to admission.

### ***§ 10. DD Program quality assessment***

10.1. Each Party must ensure the quality of the DD Program in accordance with national rules for assessing the quality of educational programs.

10.2. Each Party ensures the proper quality of education, using all its material, technical, informational, human, financial and other resources.

10.3. Parties must inform each other about any changes in the status of their educational accreditation (if such case arises).

10.4. Both Parties agree to coordinate the quality assessment rules, including the requirements for the master thesis quality, courses content and delivering, and other elements of the curriculum. Electronic correspondence is considered sufficient.

10.5 Parties agree to publish the information about the partner university under this Agreement on their official website, including the information about the online courses, delivered by each institution.

### ***§ 11. Data Protection***

(a) Each party shall comply with its obligations under applicable data protection and privacy legislation and regulations in respect of personal data processed in relation to this Agreement. Capitalized terms used but not defined in this Section 9 shall have the meanings ascribed to them in the General Data Protection Regulation (EU) 2016/679 ("GDPR").

- (b) To the extent applicable, the parties agree that the nature of the relationship between them with respect to the activities contemplated by this Project Agreement is such that sharing of Data is on a Data Controller to Data Controller basis, and that neither party is liable for any actions of the other party which might breach those obligations. The parties agree that, unless otherwise required by the GDPR, they are neither joint Data Controllers nor Data Controllers in common. In the event of one party receiving a Subject Access Request or Rectification, Erasure, Objection or Restriction of Processing, Data Portability Requests, and Rights related to Automated Decision Making including Profiling which covers Data received from the other party, it will consult with the other party before responding in accordance with the GDPR.
- (c) Each Party shall ensure that, where collecting personal data, it secures all legally necessary consents and permissions to permit the lawful sharing and transfer of such personal information with the other Party.
- (d) The Parties agree that the transfer of personal data may be necessary in relation to the Program to:
- a. fix the list of applicants who will be accepted in the Program
  - b. facilitate enrolment; and/or
- (e) c. facilitate assessment and progression. Personal data provided by either Party to the other will only be used by the receiving Party for the purposes of this Agreement.
- (f) HEC Paris is compliant with the rules established by the Commission of the European communities: decision 2001/497/EC of 15 June 2001 on standard contractual clauses for the transfer of personal data to third countries, under Directive 95/46/EC. In particular « appendix 2 » which ensures an adequate level of data protection. Standard contractual clauses are accessible to the Web site of the French data protection authority (CNIL). Part of these standard contractual clauses « appendix 1 » is as follows:
- a) Data Exporter:
    - i) HEC Paris, a private institution which offers a complete and unique range of educational programs for students and leaders and which offers dual-degree programs with abroad partners.
  - b) Data Importer:
    - i) SPBU is a Federal State Budgetary Educational Institution of Higher Education which offers a full range of educational programs on a diverse spectrum of knowledge areas with a broad list of education abroad opportunities.
  - c) Data Subjects:
    - i) Students selected by both schools
  - d) Purposes of the transfer:
    - i) The transfer is necessary for the following purposes: to provide both parties with the list of selected students.
  - e) Categories of data:

- i) The personal data transferred fall within the following categories of data: students' surname and name, email address.
- f) Recipients:
  - i) The personal data transferred may be disclosed only to the following recipients or categories of recipients: none, except as required by either Institution for the purpose of administering the Student Exchange Program.
- g) Storage limit:
  - (d) Each Institution will keep the data solely for its use to ensure the legal preservation attached to the personal data of a candidate, a student or a graduate. The requirements of this clause shall continue to apply to any Student Data which continues to be processed by either Party following termination of this Agreement.
  - (e) SPBU agrees to enable students to have access to their data and be able to require its amendment or removal by sending an email to the following address: exchange@gsom.spbu.ru
  - (f) HEC Paris agrees to enable students to have access and to require amendment or removal of their data by sending an email to the following address: cil@hec.fr.

In signing this Agreement, the two institutions jointly affirm that the essential values of intellectual integrity, freedom of inquiry and exchange of ideas and equal dignity of all persons must govern this partnership and the administration of the DD Program.

The Agreement is prepared in 2 (two) original copies in English, one for each Party.

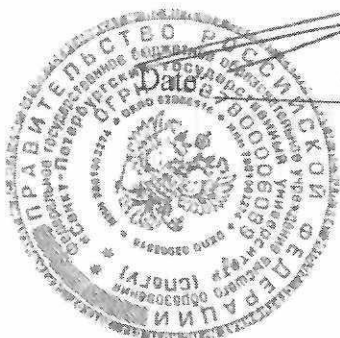
For Federal State Budgetary Educational Institution of Higher Education "Saint-Petersburg State University"

For HEC Paris (HEC School of Management)

Sergey Andryushin  
Vice-Rector for International Affairs

Eloic Peyrache  
Dean  
By delegation

Philippe Oster,  
Director of International Affairs



Date: 19.07.2021

