

**Manchester Metropolitan
University**



*Sol/1-40-147-01574
14.09.2021*

THIS MEMORANDUM OF UNDERSTANDING is made on

24.08 2021

BETWEEN:

THE MANCHESTER METROPOLITAN UNIVERSITY (hereinafter referred to as
Manchester Met), whose registered office is at All Saints Building, Oxford Road,
Manchester M15 6BH,

and

ST. PETERSBURG STATE UNIVERSITY, Federal State Budgetary Educational Institution
of Higher Education "Saint-Petersburg State University" (hereinafter referred to as SPbU),
whose registered office is at Universitetskaya nab., 7/9, 199034 Saint-Petersburg, Russia

(together being known as the "Parties" and each a "Party").

It is agreed by the Parties as follows:

1. Scope of Activities

Further to recent discussions, we are delighted to work collaboratively to explore the opportunities that may be available to create a stronger link between our organisations. This Memorandum of Understanding ("MoU") sets out the key objectives of the relationship and the principles of collaboration.

The intended objectives of this MoU is for Manchester Met and SPbU to explore the following activities (the "Proposed Activities"):

- Continuation and expansion of SPbU-Manchester Met student mobility (including virtual mobility)
- Continuation and expansion of SPbU-Manchester Met staff mobility
- Exploration of student and staff virtual mobility
- Continuation and expansion of SPbU-Manchester Met collaborative research
- Exploration of progression agreements from SPbU undergraduate degrees to Manchester Met postgraduate degrees
- Exploration of Transnational Education

This MoU may only be varied by written agreement signed by the authorised signatories of each Party.

2. Management of the MoU

Each Party will assign a key contact as detailed below to provide strategic oversight and direction to the relationship. Each Party shall notify the other of any change to the key contact within their organisation.

Key Contacts				
Manchester Met	Name: Dr Rachelle Viader Knowles	Position: Head of International for Faculty of Arts and Humanities	Email: rvk@mmu.ac.uk	Phone: +447583538328
SPbU	Julia Ditmar	Head of International Research & Technology Department, Research Office	Email: j.ditmar@spbu.ru	Phone: +78123240888

If either Party has any issues, concerns or complaints about the relationship, or any matter in this MoU, that Party shall notify the other Party and the Parties shall then seek to resolve the issue by a process of consultation. If the issue cannot be resolved within a reasonable period of time, the matter shall be escalated to a senior representative of each Party.

Each party hereby confirms its agreement to the terms contained in this Memorandum of Understanding including Schedule 1.

Schedule 1

General

- A: SPbU will inform Manchester Met if it considers that any legal, government or regulatory licence or approval is required to progress any of the Proposed Activities and provide further information on the requirements. This MoU shall not be provided to any third party and shall not be submitted to any governmental or regulatory body (unless required by law).
- B: The Parties shall comply with all applicable laws within its jurisdiction including those relating to anti-bribery and corruption, health and safety, anti-discrimination, data protection, anti- modern slavery/people trafficking and environmental laws. Manchester Met may require its partners to comply with the principles of certain English laws in this respect as part of any future agreements.
- C: Neither Party shall use the other's name, logo or trademark(s) without prior approval in writing.

Important Terms

- D: The MoU is not intended to be legally binding except for these paragraphs F to H (inclusive) which are legally binding.
- E: Any arrangements between the Parties including those relating to the Proposed Activities will be subject to separate contracts upon specific terms to be agreed between the Parties which may include such items as exchange conditions of student and staff exchange, budgets and sources of financing, the responsibilities of each Party for the agreed upon activities and other items necessary for the efficient achievement of the activity. Commencement of all activities is conditional upon such agreement(s) being in place. This MoU does not create a legally binding obligation to proceed with any or all of the Proposed Activities.
- F: The Parties agree to abide by intellectual property rights of each Party created before the conclusion of the present Agreement. The intellectual property rights created under the present Agreement will belong to the Party created the intellectual property. In respect to intellectual property jointly created by the Parties under the present Agreement the Parties agree to conclude a separate agreement on the legal protection, utilization and ensuring of confidentiality of such intellectual property.
- G: This MoU shall commence on the date of signature by both Parties, and will continue for a period of 5 (five) years (the "Term") unless terminated earlier or extended. Either Party may terminate this MoU and/or negotiations in relation to the Proposed Activities immediately at any time prior to execution of the separate agreement pertaining to it and without incurring any liability to the other in relation to such termination. As a courtesy,

the Parties will attempt to provide 6 (six) months' notice to terminate, but this is not a requirement.

- H: Should any dispute or disagreement arise between the Parties connected with or concerning the Agreement, the Parties shall first try to resolve the dispute by negotiations. If the dispute has not been resolved by such negotiations within 30 days since the dispute arose, the Parties shall be free to submit the dispute to a court of the respondent's place of business. The applicable law is law of the country where the questionable commitment arose.
- I: Two copies of this Agreement are signed in English; one copy for each Party.

SIGNED by:



duly authorised to sign for and on behalf
of **The Manchester Metropolitan
University**

Full Name: Professor Jenny Watling
Position: Pro-Vice Chancellor
(International)

Date: 14/09/2021

SIGNED by:

duly authorised to sign for and on behalf
of **St. Petersburg State University**

Full Name: Valeriya Babushkina
Position: Acting Vice-Rector for
International Affairs

Date:

24.09.2021

