



PROTOCOL ON ACADEMIC AND SCIENTIFIC EXCHANGE between

SAINT-PETERSBURG UNIVERSITY, THE RUSSIAN FEDERATION and FUDAN UNIVERSITY, THE PEOPLE'S REPUBLIC OF CHINA

for the period from 2021 till 2026

Federal State Budgetary Educational Institution of Higher Education «Saint-Petersburg State University» (hereinafter referred to as "SPbU"), duly represented by its Vice-Rector for International Affairs Sergey Andryushin (acting under the proxy dated 21.12.2020 № 28-21-356), on the one part,

and

Fudan University, duly represented by its Vice-President International Professor CHEN Zhimin acting on the basis of authorization by the President, on the other part,

hereinafter together referred to as the "Parties" and solely to as the "Party", in accordance with the Framework Agreement for Cooperation concluded by the Parties on November 20, 2018 (hereinafter referred to as the "Agreement"), 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. The Parties will continue and develop scientific, academic and other forms of cooperation in the areas of their mutual interest, also involving other interested institutions, organizations and associations.
- 1.2. The Parties will promote conducting joint scientific and academic activities, publication of papers, journals, textbooks and tutorials, organization of seminars, conferences, and other joint projects.
- 1.3. With the objects indicated in cl. 1.1. and 1.2. of the Protocol the Parties will promote the exchange of academic and research staff during the validity of the present Protocol and in accordance with the terms and conditions set by the present Protocol.
- 1.4. The Parties will develop cooperation in distance education, including jointly hosting courses, lectures, seminars and other projects online.
- 1.5. The Parties agree to post on their websites reciprocally information about the partner university, including reference link to the universities' websites and links to online courses/massive open online courses.

§ 2

- 2.1. The Parties agree that the total annual duration of exchange in the frameworks of the present Protocol should not exceed 30 days at each university. The duration of each participant's visit should not exceed 15 days.
- 2.2. The exchange participants shall be provided by the host university (if the necessary funds are available):
 - 2.2.1. in SPbU free of charge accommodation and a daily allowance in accordance with the norms set in SPbU;
 - 2.2.2. in Fudan University free of charge accommodation and a daily allowance in accordance with the norms set in Fudan University.
- 2.3. All visa related expenses (besides those indicated in cl.3.3.3 of the present Protocol), medical insurance expenses, travel expenses and any additional expenses related to the participation in the exchange shall be covered by the exchange participant, or by the home university, or by a third party, in accordance with the national law.
- 2.4. The Parties undertake not to impose any charges (admissions and taxes) to the exchange participants in connection to their participation in the exchange, with the exception of those relating to optional activities offered, as well as charges indicated in cl. 2.3.
- 2.5. All the exchange participants should have a medical insurance valid on the territory of the host country during the whole exchange period.

- 2.6. The exchange of staff will firstly start between the Institute of World Economy Fudan University and the Department of Economics SPbU, and will be gradually extended to other colleges, departments and institutes of both universities according to mutual demands.
- 2.7. Possibility and terms of acceptance of academic and research staff over the total annual duration of exchange stated in cl. 2.1 will be agreed separately in each case.

§ 3

- 3.1. In order to administrate the joint activities within the frameworks of the present Protocol each Party (within 1 month after the date of signing of the present Protocol) shall appoint a coordinator responsible for the concurrence of exchange conditions and documental support of the exchange participants.
- 3.2. The Parties shall promptly notify (within 10 working days) each other about the appointment or change of the coordinator, as well as about change of his/her contact information.
- 3.3. The Parties agree to set the following procedure for assessment of the applications for exchange under the conditions of the present Protocol:
 - 3.3.1. Each application shall be issued according to the rules of the host university and forwarded by the coordinator of the home university to the coordinator of the host university at least 3 months prior to the visit.
 - 3.3.2. The final decision on the admission possibility and terms of each exchange participant (including the duration, financial and organizational support as well as the final program of visit) shall be made by the host university. The host university shall notify the coordinator of the home university about its decision at least 2 months prior to the visit.
 - 3.3.3. In case of consent to the conditions of the exchange, the host university, on its own account, will send a formal invitation for the exchange participant (containing a full description of the admission terms) to the coordinator of the home university.
- 3.4. The procedure referred to in cl. 3.3 can be changed only by mutual written consent of the Parties.

§ 4

4.1. Cooperation of the Parties within the frameworks of the present Protocol shall be carried out in accordance with the Agreement, as well as procedures, policies and practices of each Party and in accordance with the law of the Russian Federation and

- the law of the People's Republic of China.
- 4.2. The intellectual property hereunder, includes but not limited to patent right, copyright, trademark right, software copyright, technical secret and trade secret in accordance with applicable laws and regulations. Any existed intellectual properties of the Parties involved in the research activities shall be owned by the original property owner respectively. The cooperating Party shall keep confidential the intellectual properties of the other Party. Any new intellectual properties created during the research activities shall be distributed as follows: each Party shall be the sole and exclusive owner of the intellectual properties created by such Party's independent work; both Parties shall be the joint owners of the intellectual properties created by their collaborative work, with the shares of each Party in proportion to its actual contribution, and no Party shall disclose such intellectual properties to third parties without the other Party's prior consent. The attribution of the intellectual properties created during other projects of the Parties shall be determined and executed separately in accordance with the project cooperation agreement.
- 4.3. Shall any dispute or disagreement arise between the Parties connected with or concerning the Protocol, the Parties shall first try to resolve the dispute by negotiations. If the dispute is not resolved by such negotiations, the Parties shall be free to submit the dispute to a court of the respondent's place of business. The applicable law is the law of the country where the questionable commitment arose.
- 4.4. Each Party shall not use names and logos of the other Party without its prior consent, if not related directly to the performance of obligations under the present Protocol, except as provided by law.

§ 5

- 5.1. The present Protocol shall enter into force upon its signature and shall be valid during the period from March, 2021 till December, 2026.
- 5.2. This Protocol may be terminated by either Party at any time provided that the terminating Party gives written notice at least 6 months prior to termination of the Protocol. The Protocol ceases to be in force after the termination, whereas the Parties agree to complete the initialized activities.
- 5.3. Any changes or amendments to the Protocol shall be done in writing and signed by the authorized representatives of the Parties.

6.1. The Protocol is signed in two copies in English – one copy for each Party.

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

On behalf of Fudan University

Sergey Andryushin

Vice-Rector for International Affairs

Date:

CHEN Zhimin

Vice-President International

Date: 03.09.2021