



Freie Universität



Berlin

№ 01/1-70-166-07574  
от 04.10.2021

<b>Academic Cooperation Agreement</b>
between
<b>Saint Petersburg State University</b>
and
<b>Freie Universität Berlin</b>
Federal State Budgetary Educational Institution of Higher Education "Saint-Petersburg State University" (hereinafter - SPbU), duly represented by Vice Rector for International Affairs S. V. Andryushin, acting on the basis of proxy dated 21.12.2020 № 28-21-356, on the one part,
and
Freie Universität Berlin (hereinafter – "FUB"), duly represented by Vice-President for International Affairs Verena Blechinger-Talcott, on the other part,
hereinafter collectively referred to as "Parties", and individually referred to as the "Party",
hereby agree to sign this academic cooperation agreement ("Agreement") with the following terms and conditions.
<b>Preamble</b>
Collaboration between SPbU and FUB dates back to 1968, and was intensified in 2012 when both universities signed a strategic partnership agreement. In this long-standing tradition of excellent collaboration, both universities: Agreeing that the recent fruitful cooperation shall be continued and developed further, Pursuing responsible internationalization based on academic freedom, open dialogues, and multiple perspectives, Understanding that following these principles require jointly and actively seeking solutions in case of disagreements, now seek to intensify their fruitful partnership by implementing a joint project "Foreign liaison office of SPSU at FUB" (hereinafter - FLO).
<b>§ 1. Objective</b>
1.1. The objective of this Agreement is to agree on the commitments and obligations arising in the context of FLO.
1.2. The FLO is set to promote joint research, exchanges and educational cooperation of SPbU with FUB as well as international research, exchanges and educational cooperation of SPbU with other international partners.
<b>§ 2. Commitments of SPSU</b>
2.1. To appoint and maintain a renowned academic to be the Director of the FLO, who will be responsible for directing and coordinating the FLO.
2.2. To approve and fund the operating budget of the FLO and pay on a timely basis all payments

due to the Director of the FLO.
2.3. In return to the commitment of FUB SPbU will offer 350 000 RUR for scholarships (two scholarships of ten months each equaling about 200 euros per month) and accommodation in SPbU dormitories for FUB exchange students of undergraduate, graduate or doctoral level. The scholarships might be divided between four students.
<b>§ 3. Commitments of FUB</b>
3.1. Provide the FLO of SPbU with full-time access to and use of the facility located at the International House Building, including office space located within that facility for free.
3.2. Provide to the FLO all office-related services required to operate in the facility, on terms corresponding to those offered to other university partners including all office furniture and fixtures.
3.3. FUB will set up a website with general information about FLO. The content of this website is agreed with SPbU.
3.4. Support the process to obtain an academic visa of staff members of SPbU appointed to lead the FLO in collaboration with the efforts of SPbU to secure those visas.
<b>§ 4. Employment Relationship</b>
4.1. The Parties agree that the personnel hired by each one of them, for the fulfillment of the present Agreement, will be understood related exclusively to the Party that contract it. The FLO employee will be solely employee of SPbU and will not be employee or contractor of FUB as a result of this Agreement.
4.2. SPbU shall assume full responsibility for its employee and in no event shall FUB be considered a joint or substitute employer of SPbU or FLO employee.
<b>§ 5. Civil Liability</b>
The Parties expressly agree that they shall have no civil liability for any personal damages or damages and losses that might be incurred by the other Party resulting from force majeure. This includes but is not limited to stoppages of academic or administrative activities, on the understanding that the activities agreed herein shall resume as soon as possible in the manner and terms that the Parties agree.
<b>§ 6. Intellectual Property</b>
6.1. To the extent that the activities performed under this Agreement will result in inventions or the creation of new intellectual property, the following will apply.
6.2. FUB shall retain exclusive title and all rights to inventions, copyrights, and other intellectual property arising from the conceptions or efforts of its employees or consultants in performing under this Agreement.
6.3. SPbU shall retain exclusive title and all rights to inventions, copyrights, and other intellectual property arising from the conceptions or efforts of its employees or consultants in performing under this Agreement.
6.4. SPbU and FUB shall hold joint title and rights in inventions, copyrights, and other intellectual property arising from the joint conceptions or efforts of both Parties' employees or consultants in performing under this Agreement.
6.5. No Party will use the trademarks, trade name, logos, trade dress, or other commercial property of the other Party without the expressed written approval of that Party.
<b>§ 7. Interpretations and Dispute</b>
The Parties shall make a good faith endeavor to settle amicably, through direct negotiations



between them, any dispute, difference, controversy or claim arising under out of or relating to this Agreement and any subsequent amendments of this Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims.

#### § 8. Amendments

The Parties may amend this agreement only by a mutual agreement set forth in writing.

#### § 9. Duration and Termination

9.1. This Agreement shall be in effect from the date of full execution for a period of five (5) years.

9.2. Thereafter, it may be renewed upon written agreement of the Parties for an additional five-year term.

9.3. If, for any reason, one of the Parties wishes to terminate early this Agreement, it must give notice in writing to the other Party 6 (six) months before its expiration. In case of early termination, both Parties will take the necessary measures to avoid damages to themselves or to third parties. The Parties will continue with the actions in progress at the time of early termination until these actions are concluded.

#### § 10. Additional Provisions

Any clause or term which is determined invalid shall not affect the validity of the other terms in this Agreement. The Parties must replace an invalid term with a valid term that best describes the intent of the Parties upon their signature of the Agreement.

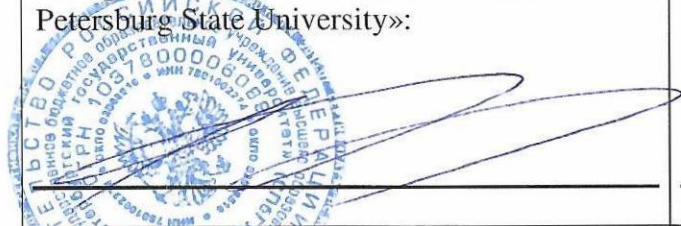
#### § 12. Original Copies of the Agreement and Dates

By attesting their signature below, each Party represents that the person signing has binding authority to enter into this Agreement.

#### Signatures

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

On behalf of  
Freie Universität Berlin:



Vice-Rector for International Affairs  
Sergey Andryushin

Vice-President International  
Prof. Dr. Verena Blechinger-Talcott

Place: ST. PETERSBURG

Place: Berlin

Date: 04.10.2021

Date: 16 Sept 2021