#### MEMORANDUM OF UNDERSTANDING

#### BETWEEN

#### SAINT PETERSBURG STATE UNIVERSITY

#### AND

#### INDIAN COUNCIL FOR CULTURAL RELATIONS

#### ON THE ESTABLISHMENT OF THE VISITING FELLOW PROGRAM (INDIAN STUDIES)

No 01/1-40-19- CASTY

Indian Council for Cultural Relation's (hereinafter referred to as "ICCR") and Saint Petersburg State University (hereinafter referred to as the "University), duly represented by its Vice-Rector for Strategic Development and Partnership - A.Yarmosh, acting on the basis of proxy dated 15.12.2021 No32-06-389, hereinafter individually referred to as a "Party" and jointly referred to as the "Parties".

ICCR and the University hereby agree to cooperate in the establishment and functioning of the Visiting Fellow Program (hereinafter referred to as "Visiting Professor) under this Memorandum of Understanding (MoU) on the following basis:

#### 1. GENERAL TERMS AND CONDITIONS

- 1.1 The Visiting Professor would be deemed in the status of the tenure-track Visiting Professor.
- 1.2 Each individual appointment of Visiting Professor (to be hereinafter referred to as the Visiting Professor) would be for a period of one semester (3 to 6 months) each academic year, extendable for one more semester with the mutual consent of the Parties.
- 1.3 This MOU will come into force on the date of its signatures hereof and will remain in force for a period of 5 years. Thereafter, it will be renewed for further periods by mutual written consent of the Parties. The first Visiting Professor under this MOU will be deputed for the academic year 2022-2023.
- 1.4 Termination or continuation of this MOU will be with mutual agreement in accordance with procedure outlined in Article 9 of this MOU.
- 1.5 The appointment will be made in accordance with the selection procedure outlined in Article 5 of this MOU.

# 2. OBLIGATIONS OF ICCR:

- 2.1 ICCR will meet costs relating to the salary and appropriate allowances of the Visiting Professor, except as provided in Article 3, and will provide to & fro international air passages, charges on unaccompanied baggage in respect of the Visiting Professor. ICCR will also provide pension contribution and process visa applications and if so required, pay visa costs for the Visiting Professor.
- 2.2 ICCR will also assist the University in designing of courses and curriculum in consultation with Indian Universities and the designated Professors, if so required by the Host University.

## 3. OBLIGATIONS OF THE UNIVERSITY:

- 3.1 The University will provide a detailed syllabus to ICCR to be taught at the University.
- 3.2 The University may make funding available to the Visiting Professor for activities, including travel, linked to research. The quantum of funding and the activities to be covered under such funding will be decided between the Visiting Professor and the University while maintaining parity with similar funding being given to other Visiting Professors at the University.
- 3.3 The University will provide a furnished apartment (with at least one bedroom) on or near the campus with all utility charges.
- 3.4 The University will provide health insurance to cover all medical expenditure of the Visiting Professor.
- 3.5 The University will also provide suitable office space, secretarial assistance and other assistance, such as a Personal Computer with Internet, telephone and fax etc.
- 3.6 The University will also arrange at least one public lecture per semester to be delivered by the Visiting Professor, which would be termed the ICCR Lecture on India.

## 4. OBLIGATIONS OF THE VISITING PROFESSOR:

4.1 The Visiting Professor will discuss and finalize the plan of activities to be undertaken while in post as the ICCR Visiting Professor in consultation with University.

- 4.2 The Visiting Professor will take part in other activities such as departmental seminars, conferences, faculty meetings, colloquia, round-tables, discussion forums, advise research students, provide inputs for research, suggest topics for research, publish academic works by himself or by his students etc as mutually agreed between University and the Visiting Professor.
- 4.3 The Visiting Professor will deliver at least one public lecture every year to be arranged by the University as specified in Article 3.6.
- 4.4 Visiting Professor will conduct at least two courses per semester. Curriculum and course content would be designed by the University in consultation with the Visiting Professor.
- 4.5 The Visiting Professor will abide by the University's Code of Conduct, HR policies and other policies. If there is a conflict with the terms and conditions of his commitment to ICCR, which is the deputing authority, then the matter would be settled by mutual consultation between the parties to this MOU as provided in Article 9.5.

# 5. SELECTION PROCEDURE:

Selection of the Visiting Professor will be done as follows: -

- 5.1 The University will convey to ICCR the academic requirement, which it would like the Visiting Professor to teach at least four months prior to the commencement of the academic year.
- 5.2 The University may also suggest possible candidates for ICCR's consideration.
- 5.3 The minimum qualifications for the Visiting Professor will be that he/she should have a doctoral or equivalent qualification and at least 8-10 years of teaching experience in an institution of higher education and/or research experience in the required area of expertise.
- 5.4 ICCR will provide to the University a panel of at least three suitable candidates, within three months from the receipt of the request from the University under Article 5.1.
- 5.5 The University will select one candidate from the panel provided by ICCR and inform ICCR of its decision within two months from the date of receipt of the panel.
- 5.6 ICCR will issue the "Offer of Appointment" letter to the selected candidate and will confirm his/her acceptance to the University within two months of being informed of the University's decision. ICCR will also issue the final 'Appointment Order' to the Visiting Professor before his departure.

- 5.7 Thereafter, the exact courses and schedule will be determined in consultation between the successful candidate and the University.
- 5.8 The exact date for the commencement of the Visiting Professor's tenure will be conveyed by the University to ICCR at least four months in advance.

## 6. VISA ARRANGEMENTS:

- 6.1 ICCR will issue an official passport to the Indian Visiting Professor and the appropriate visa would be obtained on this official passport in accordance with the immigration rules of the country.
- 6.2 The University will advise ICCR on the appropriate visa and other related documents required to be obtained for the Visiting Professor, which would ensure entrance into, residence in and permission to carrying out his/her assignment in Russia for the duration of the appointment.
- 6.3 The University will also provide whatever documentation is required from the University by the immigration authorities of Russia for issue of the appropriate visa to the Visiting Professor.
- 6.4 ICCR will then approach the Embassy of Russia in India for obtaining the relevant visa and any related documents covered under Article 6.3.
- 6.5 The Visiting Professor must ensure compliance with the rules, regulations and procedures for obtaining the relevant visa.
- 6.6 The visa and other related documents must be obtained prior to entering Russia.
- 6.7 The Visiting Professor is required to comply with all conditions of the visa and is responsible for providing the University with original evidence of his/her visa and advising the University if his/her visa status changes at any time during his/her stay in Russia.

## 7. RECOGNITION OF THE SPONSORSHIP:

- 7.1 ICCR's contribution to the Visiting Professor, and the University's acceptance of the Visiting Professor, shall be suitably acknowledged in all relevant publications of either Party
- 7.2 Wherever the logo of either Party is to be used, it shall be done by prior mutual consent.

# 8. TERMINATION/CONTINUATION OF APPOINTMENT OF INDIVIDUAL PROFESSORS DEPUTED UNDER THIS MOU:

If the University at any time desires to terminate the appointment of the Visiting Professor due to unacceptable behavior/misconduct, they would first inform the Embassy of India in Moscow of the facts of the case, and allow 5 working days for the Embassy to attempt mediation. If the intervention by the Embassy does not provide an acceptable solution, the University will immediately terminate the appointment of the Visiting Professor. In the event of such termination, the University & ICCR will follow the selection procedure laid down in Article 5 of this MOU to select a new Visiting Professor for the next academic session within the overall period of validity of this MOU.

## 9. TERMINATION/CONTINUATION OF THIS MOU:

- 9.1 A request for continuation and/or termination of this MOU could be initiated by either party and should so be done through a written notice at least twelve months prior to the date of expiry.
- 9.2 Any termination of this MOU under the above clause will not operate to prejudice the Visiting Professor. The responsibility of ensuring that the Visiting Professor is not prejudiced by such termination and providing necessary funding for this purpose would be that of the Party that requested the termination.
- 9.3 Any notice given pursuant to this MOU by one Party to the other shall be in writing (by registered mail (acknowledgement due) or facsimile and shall be sent to the following addresses of the Parties, or to such other addresses as may be notified from time to time by either Party to the other.

The address for notices to ICCR is: Director General, ICCR Indian Council for Cultural Relations, Azad Bhawan, I.P. Estate, New Delhi- 110 002. Facsimile: + 91-11-2337 8647

The address for notices to the University is: Russia, 199034, St. Petersburg, Universitetskaya emb., 7–9 E-mail address for official applications: spbu@spbu.ru

9.4 Any notice sent to a Party under Article 9.3 shall be deemed as having been given and received on receipt of due acknowledgement if sent by registered mail; or if sent by facsimile to a Party's address, when a correct and complete transmission report is received on the day of transmission if a business day, otherwise on the next following business day.

9.5 Any dispute or difference arising out of, or in connection with, this MOU shall be settled amicably in good faith through consultation or negotiation.

#### **10. OTHER PROVISIONS:**

- 10.1 The Parties agree to comply with all national, state or local laws, rules and regulations applicable to the respective Party in its own country in the implementation of this MOU.
- 10.2 Nothing in the MOU is intended to or should be construed to create a partnership, joint venture or employment relationship or to impose either party any right, obligation or duty that might arise out of a partnership, joint venture or employment relationship. Neither party shall have any right or authority to bind, speak for or contract on behalf of the other Party.

IN WITNESS WHEREOF the undersigned, being duly authorized by their respective Parties, have signed this MoU,

Done at the Consulate General of India, Saint Petersburg on 15<sup>th</sup> day of September 2022 in two originals in the English language.

On behalf of Indian Council for Cultural Relations New Delhi, India On behalf of Federal State Budgetary Educational Institution of Higher Education "Saint-Petersburg State University"

(A.Yarmosh) Vice Rector for Strategic Development and Partnership Saint Petersburg State University

Kumor you 11091 (Kumar Gaurav)

(Kumar Gaurav) Consul General Consulate General of India Saint Petersburg