



كلية محمد بن راشد
للإدارة الحكومية
MOHAMMED BIN RASHID
SCHOOL OF GOVERNMENT



№ 01/1-70-24-01574

MEMORANDUM OF UNDERSTANDING

No: MOU0012024

BY AND BETWEEN

**MOHAMMED BIN RASHID SCHOOL OF
GOVERNMENT**

AND

**SAINT-PETERSBURG UNIVERSITY,
RUSSIAN FEDERATION**

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This MOU comprises (6) pages including the cover page



This Memorandum of Understanding (hereinafter referred to as the "MoU") is entered into on theth of 7thFeb, 2024 (hereinafter referred to as the "Effective Date"), by and between:

Mohammed Bin Rashid School of Government, a government entity established under the laws of the United Arab Emirates, its address being: 13th Floor, Convention Tower, Dubai World Trade Center, Dubai, United Arab Emirates, represented for the purpose of this MoU by HE Dr Ali Sebaa Al Marri its Executive President (hereinafter referred to as "MBRSG"),

and

Saint-Petersburg State University Federal State Budgetary Educational Institution of Higher Education having its principal address at 7-9 Universitetskaya Embankment, St Petersburg, Russia; and represented by its Vice-Rector for International Affairs Sergey Andryushin, acting on the basis of proxy dated 26.01.2024 № 32-06-32; (hereinafter referred to as SPbU),

(Hereinafter individually referred to as "Party" and collectively as "Parties")

WHEREAS the Parties have entered into discussions on a possible cooperation in the area of Educational Services ("Potential Collaboration").

NOW THEREFORE, in furtherance of this common vision the Parties have agreed to enter into this MoU in good faith in order to highlight some of the concepts, which have been developed in relation to the Potential Collaboration. In addition to establish the framework for developing these concepts, further together with a roadmap that will confidently lead to agreement on the appropriate means for their delivery and implementation.

1. Scope of Potential Collaboration

It is envisioned that the Potential Collaboration between the Parties shall include but not be limited to:

- A. The development of collaborative research projects.
- B. The organization of joint academic and scientific activities, such as courses, conferences, seminars, symposia or lectures.
- C. Academic and scientific exchange.
- D. Students exchange.
- E. The exchange of publications and other informational materials of common interest.

2. Cost-sharing Agreements

- A. To implement the specific activities envisioned hereunder; the Parties shall conclude cost-sharing agreements in accordance with the applicable regulations, rules and procedures which shall specify the costs or expenses relating to the activity and how they are to be borne by the Parties.

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- B. The cost-sharing agreements shall include a provision incorporating by reference the MOU, which is applicable to the cost-sharing agreements and the projects/programs financed therefrom.

3. Term and Termination

- A. This MoU enters into force on the "Effective Date" stated above and shall remain in force for 5 years shall automatically terminate thereafter unless it is terminated during its term by either Party for any reason upon giving (60) days prior written notice.
- B. The Parties may agree to extend the term of this MOU for a subsequent term by writing (60) days prior to expiry of the initial term. This extended period shall constitute the Term of the Original MOU.
- C. The Parties expressly agree that in the event that any Party is not satisfied with the progress of the discussions relating to the Potential Collaboration then such Party may at any time, and at its sole and independent discretion, withdraw from the discussions and walk away from the Potential Collaboration without any risk of liability.
- D. Termination of this MOU does not affect current projects being executed between the Parties through separate agreements until they end or as per termination provision contained in these agreements.

4. Nature of This MoU

- A. This MOU, including any exhibits constitute the entire agreement between the Parties with respect to its subject matter and merges all prior and contemporaneous communications, both written and oral.
- B. The Parties agree that the provisions of this MOU are not binding, and do not create legal rights or obligations, on the part of either Party.
- C. The Parties agree and acknowledge that this MOU does not create any financial obligations between the Parties and that each Party shall bear its own costs in relation to this MOU and any activities undertaken in respect of this MOU.
- D. The Parties shall not be entitled to sell, assign, or in any manner encumber their interests or any part thereof in this MOU, without obtaining the prior consent of the other Party (to be provided in writing).
- E. The Parties shall at all times remain independent and separate legally, organizationally and financially and may not act nor bind the other in any way nor may either represent that it is in any way responsible for the acts of the other.
- F. The Parties mutually agree that, should the matters being explored under this MOU in relation to the Potential Collaboration lead to the development of a specific project plan for implementation, any such implementation will be subject to the negotiation and execution of a further formal written agreement between the Parties setting out their respective obligations. Neither Party shall be bound to sign such an agreement and neither Party shall be bound until such an agreement is signed by their respective authorized representatives.

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- G. Except as may be set forth in any separate written definitive agreement(s) binding on the Parties:
- (a) all materials, information, or other items provided by one Party to the other are provided "as is" without warranty of any kind, and each Party disclaims all warranties, express or implied, with respect to any materials, information, or other items provided to the other in connection with this MoU; and
- (b) in no event will either Party be liable to the other for any direct, consequential, indirect, special, punitive or other damages arising out of or related to this MoU, except with respect to violation of its confidentiality obligations or the other Party's intellectual property rights.
- H. This MoU shall not be modified except by a written agreement signed by both Parties.

5. Property Rights

- A. All copyrights, patents, trade secrets, trademarks, or any other intellectual property ("Intellectual Property") owned by one Party prior to the date of this MoU are vested and shall remain vested in that Party. Each Party undertakes not to infringe the Intellectual Property rights of the other Party.
- B. If the Parties decide to engage in joint development activities, the Parties must, prior to engaging in such activities, negotiate in good faith a signed, written agreement regarding the ownership and license rights (if any) of any intellectual property that may be created.
- C. Any Intellectual Property created by one Party without the use of the Intellectual Property or confidential information of the other Party shall be and remain the sole and exclusive property of the Party which created the information.

6. Confidentiality

- A. Confidential Information shall mean any information disclosed by either Party during the term of this MOU (whether in writing, orally or by any other means) including, without limitation, any information relating to either Party's products, inventions, operations, methodologies, processes, plans, know-how, financial affairs, trade secrets, market opportunities, as well as the proprietary information.
- B. Both parties shall not use Confidential Information for any purpose other than the fulfilment of the obligations under this MOU.
- C. Neither part shall disclose Confidential Information to any third party without the prior written consent of the other party. Each party may disclose the Confidential Information to its personnel, Affiliates, and representatives on a strictly need-to-know basis only and shall ensure that this information is not being disclosed by them. Each party shall immediately notify the other of any loss or unauthorized disclosure or use of any the Confidential Information that comes to its attention.
- D. The obligations stated in this clause 6 shall not apply in respect of such information as is (a) previously known to the receiving party at the time of disclosure, or (b) independently

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developed by the receiving party and not derived from the Confidential Information supplied by the disclosing party or the participation of individuals who have had access to Confidential Information, (c) disclosed to the receiving party by a third party without an obligation of confidentiality or (d) in or subsequently comes into the public domain (other than as a result of a breach of this MOU); (e) required to be disclosed by the receiving party by law, regulation, court order or other legal process.

- E. This Article shall remain in full force and effect notwithstanding any termination or expiry of this MOU.

7. Points of Contact

Any notice or document to be served under this MOU shall be in writing; delivered by hand, registered post, courier, or email, and sent to the address of the Party as set out in this article or any other address as may be communicated by one Party to the other at any time following the signing of this MOU. All notices and correspondences shall be in English language.

MBRSG:

Name: Prof Dr Immanuel Azaad Moonesar
Title: Professor
Email: immanuel.moonesar@mbrsg.ac.ae
Landline: 0097143175533

SPbU:

Name: Alisa Evgenevna Stepanova
Title: Head of the International mobility office
Email: a.e.stepanova@gsom.spbu.ru
Landline: 0078123238447

8. Governing Law and Dispute Resolution

- A. This MOU and the relationship between the Parties shall be governed by and construed in accordance with the laws of the Russian Federation and the Emirate of Dubai and the applicable federal laws of the United Arab Emirates and the Russian Federation.
- B. If any term of this MOU is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the legality, validity or enforceability in that jurisdiction of any other term of this Agreement, the Parties shall use all reasonable endeavours to replace any provision held to be illegal, invalid or unenforceable with a legal, valid and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid provision.
- C. If any dispute or grievance arises out of or in connection with this MOU, both parties shall try to resolve the dispute by direct good faith negotiation.

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IN WITNESS This MOU is signed in counterparts, each of which shall be deemed an original and both of which duly executed shall constitute one entire document and shall enter into effect on the date in which it is duly signed by both Parties ("Effective Date").

Agreed and accepted
For and on behalf of
Mohammed Bin Rashid School of Government

Agreed and accepted
For and on behalf of
**SAINT-PETERSBURG UNIVERSITY,
RUSSIAN FEDERATION**

Name: Dr. Ali bin Sebaa Al Marri
Title: Executive President

Name: Sergey Andryushin
**Title: Federal State Budgetary
Educational Institution of Higher
Education "Saint-Petersburg State
University"**



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