



01/1-70-79-01879

STUDENT EXCHANGE AGREEMENT

This Student Exchange Agreement ("Agreement") is made between:

The Indian Institute of Management Bangalore, Bangalore, India, hereinafter referred as "IIMB", represented by its Dean (Programmes), Professor Rahul De, and Saint Petersburg State University, hereinafter referred as "SPBU", represented by its Vice Rector for International Affairs Sergey Andryushin, acting on the basis of the proxy dated 26.01.2024 № 32-06-32 (Individually referred to as "Institution" and Collectively as "Institutions").

Whereas

- This Agreement is in furtherance of the Memorandum of Understanding ("MOU") dated _____ between the Institutions.
- The Institutions wish to set out the terms of the Student exchanges effective from the academic year of 2024 to 2029 and agree as follows

Terms of Student Exchange:

1. **Exchange:** Reciprocal exchange, for the purpose of this Agreement, is defined as an exchange of an equal number, not to exceed two students a year, of graduate students (final year MBA) from each Institution, with parity to be achieved over a period of this understanding.
2. **Status of Students:** Students participating in the program will be accepted as non-degree candidates by the host Institution upon recommendations of the home Institution, provided that they fulfil the admission requirements of the host Institution. Non-degree course work may not be used at a later time to fulfil requirements for a degree program, and students may not change academic objectives.
3. **Course Requirements/ Credits:** Credits required to be taken by exchange students will be decided mutually by the Institutions. Exchanges are designed for a full term / semester of course work and a possible internship which could follow the course work.
4. **Language Requirements:** Since instruction in both the Institutions will be conducted in English, students selected for exchange will automatically be deemed to have satisfied their minimum language requirements normally imposed by the Institutions on exchange students.
5. **Selection Process:** Students will be nominated and recommended in writing by an official representative of their home Institution. Following the receipt of the application material, the host Institutions will provide those students assistance and documentation necessary to satisfy visa requirements and other formalities.

6. **Fees:** The participating students shall pay normal tuition fees to their home Institution, in accordance with that Institution's policies. Neither Institution shall make charges upon the other or upon the exchange students for tuition or application fees.
7. **Expenses:** All expenses towards travel, boarding, lodging, etc., will be borne by the students.
8. **Insurance:** Students are required to take adequate health and travel insurance to cover themselves against any eventuality for the entire duration of exchange.
9. **Assistance to Students:** To the extent possible, both Institutions will assist exchange students in identifying suitable on or off-campus housing and boarding arrangements.
10. To the extent possible, the home Institution will not send students of the origin of the host country unless the nominated students have done their schooling at their home country.
11. The participating students enrolled at the host Institution is subject to the codes of conduct of the host Institution including the disciplinary code of conduct for students of the host Institution.

General Terms:

1. **Term:** This Agreement shall become effective on the date of final signing and remain valid for a period of 5 year and may be renewed upon mutual consent of both Institutions. This Agreement may be amended by means of common written consent on the part of the signatories or their designated representatives. Either Institution may terminate this Agreement upon 6 months' notice in writing to the other.
2. **Facilitators:** Each Institution will identify by written notice to the other Institution the office that has primary responsibility for the administration of programs conducted under this Agreement at that Institution, and the person at that Institution who is responsible for administration of these programs. And may modify its office or primary contact information by written notice to the other Institution's primary contact.
3. **Notices:** Notices required to be given by one Institution to the other under this Agreement shall be in writing, and shall be delivered by (a) email with documentation of receipt, (b) facsimile with documentation of delivery, (c) air mail, postage prepaid, or (d) any express transportation company, postage prepaid. Notices will be effective upon receipt.
4. **Use of Name:** Any use of the name and/or logo of one Institution by the other in advertisements, publications, notices, etc., shall be subject to prior approvals. Neither Institution shall use, or permit to be used, the name, insignia, logo, other distinctive identifying feature or any intellectual property (whether registered or not) of the other Institution, except where such use is authorised by the other Institution. [Failure to



comply with this clause will be deemed to be a fundamental breach of this Agreement and the non-breaching party shall be entitled to terminate this Agreement immediately by serving written notice on the party in breach of this clause].

5. **Non-Assignment:** Neither Institutions shall have the right to assign any duty or responsibility arising hereunder without the written consent of the other.
6. **Conflict of Interest:** The Institutions agree that, as of the date of signing this Agreement, to the best of their knowledge, no conflict of interest exists or is likely to arise in relation to the intentions of the Institutions to cooperate under this Agreement. If during the term of this Agreement, a conflict or potential conflict of interest arises for one of the Institutions, then that Institution will immediately notify the other Institution in writing of that conflict or potential conflict of interest.
7. **Force Majeure:** Neither party will be liable for non-performance of any obligation under this Agreement arising out of circumstances beyond the control of that party.
8. **Confidentiality:** Each Institution agrees to maintain the confidentiality of the information disclosed to them "in confidence" by the other Institution or any other person cooperating within the spirit of this Agreement.
9. **Intellectual Property:** Each Institution retains the exclusive rights to the use of its intellectual property, unless otherwise assigned or licensed in writing to the other Institution, or any other person cooperating within the spirit of this Agreement.
10. **Non-Discrimination:** The Institutions agree not to discriminate against any person on the basis of age, ancestry, colour, disability or handicap, national origin, race, religious creed, sex, sexual orientation, or veteran status. The Institutions shall abide by these principles in the administration of this Agreement, and neither Institution shall impose criteria for the exchange of faculty or students which would violate the principles of non-discrimination. Breach of this covenant may be regarded as a material breach of this Agreement and any related agreements. [Failure to comply with this clause will be deemed to be a fundamental breach of this Agreement and the non-breaching party shall be entitled to terminate this Agreement immediately by serving written notice on the party in breach of this clause].
11. **Governing Law:** Insofar as the programme is conducted in India then this Agreement is subject to and governed by the laws of India. Insofar as the programme is conducted in Russia then this Agreement is governed by the laws of Russia.
12. **Dispute Resolution:** The Institutions will use their best efforts to resolve any disputes that arise under this Agreement amicably. The individuals identified by each Institution as responsible for the administration of their program will first attempt to resolve any issues and if they are not successful, the Institutions will refer the matter to their signatories below for resolution.
13. **Counterparts:** This Agreement may be executed in multiple counterparts exchanged by facsimile or other electronic means of duly-signed duplicates hereof, each of which

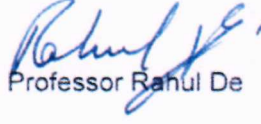


shall be deemed an original but together shall constitute one and the same.

14. **Amendments:** This Agreement may only be modified by written agreement, signed by authorized representatives of each Institution.

This Agreement shall take effect when signed by each party.

Signed for and on behalf of:
Indian Institute of Management Bangalore


Professor Rahul De 12/04/2024

Dean (Programmes)
Indian Institute of Management Bangalore

डॉ. राहुल डे
Dr. Rahul De
सकायाध्यक्ष (कार्यक्रम)
Dean (Programmes)

भारतीय प्रबंध संस्थान बंगलूर
Indian Institute of Management Bangalore
बन्नरघट्टा रोड, बंगलूर - ५६० ०७६, भारत
Bannerghatta Road, Bengaluru-560 076, India

Signed for and on behalf of:
Saint Petersburg State University



Sergey Andryushin
Vice Rector for international affairs
Saint Petersburg State University