



CEMS MIM PROGRAM
STUDENT EXCHANGE AGREEMENT *NOI/1-70-72-CP/519*

Between

FUNDACIÓ ESADE (SPAIN)

and

SAINT PETERSBURG UNIVERSITY (RUSSIA)

FUNDACIÓ ESADE, holder of ESADE Business School (center integrated to Ramon Llull University) registered in the Registry of Private Foundations of the Autonomous Government of Catalonia with number 510, fiscal identification number (NIF) G-59716761, having its main office at Av. Pedralbes, 60 – 62, 08034 Barcelona, Spain (hereinafter referred to as ESADE)

And

The Federal State Budgetary Educational Institution of Higher Education "Saint-Petersburg State University", Russia (hereinafter referred to as SPBU), carrying out educational activities on the basis of a license from 04/07/2016, No. 2063, issued by the Federal Service for the Supervision of Education and science, duly represented by Deputy Rector for International Affairs Sergey Andryushin acting on the basis of Proxy No. 28-21-356 dated 21.12.2020, on the one part,

ESADE, and SPBU, desiring to establish, maintain, and enhance educational interaction and cultural exchange opportunities for students and to promote mutually beneficial academic linkages, agree to the establishment of this CEMS Student Exchange Agreement on the terms set out below.

ARTICLE 1: DEFINITIONS

'**Exchange**' shall mean a one-for-one exchange of students from each university;

'**Exchange Students**' shall mean students who are pursuing a full-time postgraduate degree program at their home institution and participating in the CEMS students exchange programme;

'**Home Institution**' shall mean the university at which the student intends to graduate;



'**Host Institution**' shall mean the university which has agreed to receive the exchange students from the home institution; and

'**Student Exchange Program**' shall mean the CEMS student exchange program established herein.

ARTICLE 2: NUMBERS

1. Each year during the term of this Agreement, each institution may send selected students to be enrolled at the other institution in the Master of Management (CEMS) / CEMS Master in International Management program.
2. The actual number of students will be determined yearly by mutual agreement.
3. Each institution shall keep a record of the students sent and received in any given year/semester, and will strive to maintain a balance of students exchanged on a tri-annual basis. The ultimate objective of the Student Exchange Program is to provide students at both institutions with an opportunity to follow part of their studies at a foreign location, thus gaining valuable international experience.

ARTICLE 3: NOMINATION OF PARTICIPANTS AND ENROLLMENT

1. The Home Institution shall screen and select students for the Student Exchange Program in accordance with the Home Institution's program regulations and the Host Institution's entry standards. The Home Institution shall provide the Host Institution with the names of the participating Exchange Students, their academic qualifications (if so requested), and their selection of courses prior to their enrollment at the Host Institution.
2. The Host Institution will make the final decision as to the acceptance of Exchange Students from the Home Institution in accordance with its admission policies. The Host Institution must notify the Home Institution of its decision and will provide written reasons for rejecting any Exchange Student Candidate proposed by the Home Institution.
3. The Home Institution may submit alternative Exchange Student candidates for consideration by the Host Institution within agreed timelines.
4. Neither institution in this Agreement shall discriminate against any student on the basis of: gender, race, colour, sexual preference or orientation, age, nationality, social origin, ancestry, disability, political or religious belief.

ARTICLE 4: RESPONSABILITIES OF THE ACADEMIC PARTNERS

1. Representatives from each institution shall exchange regularly their respective academic calendars and other information relative to registration in courses and attending the Host Institution for the exchange term/semester. In addition, the Host Institution shall provide Exchange Students with all necessary pre-registration materials, including a schedule of



classes and course descriptions as available, to allow pre-registration before leaving their Home Institution.

2. Exchange Students will be officially registered at both the Home Institution and Host Institution during the period of attendance in this Student Exchange Program. Exchange Students have to comply with the same academic and disciplinary regulations as other students attending the Host Institution, in addition to adhering to the Home Institution's standards of conduct.
3. Under this agreement, the enrollment of Exchange Students at the Host Institution is limited to **one (1)** term/semester. Exchange Students have to return to their Home Institution upon completion of the term/semester at the Host Institution, unless an extension of stay has been approved by both institutions.
4. Following the terms of exchange, the Host Institution will send the academic record/transcript of each Exchange Student regarding the course of study and performance to the Home Institution. Grading will be applied according to the system used by each institution. The grade conversion from one system to the other will be determined by the Exchange Student's Home Institution. Each institution agrees that credits successfully earned at the Host Institution will be transferable to the Home Institution, subject to the maximum limit on transfer credits allowed by the Home Institution and to the applicability of the courses taken to the student's program at the Home Institution.

ARTICLE 5: STUDENTS RESPONSABILITIES

1. Exchange Students shall be responsible under the terms of this Agreement for obtaining her/his own visa and completing the requires inmigration procedures needed to pursue studies at the Host Institution. The Host Institution will provide the necessary admision documents to enable Exchange Students to apply for a student visa.
2. Exchange students shall pay all customary tuition and registration fees to their home institution while participating in this Student Exchange Program. They will be exempted from tuition and registration fees at the Host Institution.
3. Exchange Students are required to carry adequate health insurance and to provide proof to the Host Institution that the insurance will cover the costs of health care during the period of exchange prior to starting classes. All students who arrive under terms of the Agreement at ESADE must be equipped with a medical insurance with sufficient coverage (medical care due to illness, hospitalization, repatriation, accidents and damages to third parties). Such insurance is needed for the whole duration of their exchange, commencing from their departure from their home country until their subsequent return.

ARTICLE 6: FEES AND EXPENSES

1. No monetary considerations will be exchanged between the institutions who are parties hereto.



2. The parties will ensure that Exchange Students are made aware of the fees and expenses incurred by participants in the Student Exchange Program. These fees and expenses include:
 - (a) Tuition fees and other related fees payable to their Home Institution (Exchange Students are exempt from paying such fees to the Host Institution);
 - (b) Exchange students shall pay the Block Seminar fee in case exchange students spends the Fall term in Host Institution.
 - (c) Costs and expenses incurred while at the Host Institution including:
 - i. accommodation and meal expenses;
 - ii. comprehensive travel insurance which has the provision for unlimited medical expenses;
 - iii. textbooks and course materials;
 - iv. clothing and personal needs;
 - v. passport and visa costs;
 - vi. travel and transportation expenses; and
 - vii. all other debts incurred during the exchange period.
3. In the event an Exchange Student withdraws for any reason from the program of study prior to completion of the same at the Host Institution, the withdrawal and refund policies of that student's Home Institution shall apply.
4. Obligations of this Agreement pertain to the direct participants under the Student Exchange Program. Neither institution will be responsible for expenses incurred by spouses and families of Exchange Students.

ARTICLE 7: EXCHANGE COORDINATORS

1. Each party shall nominate the CEMS Coordinator for the CEMS Student Exchange Program who will be responsible for:
 - (a) Exchanging and coordinating information on a regular basis;
 - (b) Managing and coordinating information regarding academic programs; and
 - (c) Ensuring implementation and operation of this Agreement.
2. A party may change the CEMS Coordinator by written notice to the other party.

ARTICLE 8: DATA PROTECTION

1. Both Institutions appreciate that they will need to collect from, and disclose to the other Personal Data (as defined below) relating to Exchange Students ("Data Subjects"). Each Institution, being both a provider ("Disclosing Party") and a recipient ("Receiving Party") of Personal Data under this Agreement agrees to take reasonable steps to assist the other Institution to ensure that the relevant data protection laws of each Institution are



complied with when so advised by the other. In this respect, both Institutions agree that:

(i) The Disclosing Party will:

Prior to disclosing any Personal Data to the Receiving Party, obtain consent from the Data Subject to permit the Receiving Party to collect, use, disclose the Data Subject's Personal Data for the purposes of the Exchange Program.

(ii) The Receiving Party will:

- a. Use the Personal Data solely for the purposes for which the Disclosing Party disclosed the Personal Data;
- b. Cease use of the Personal Data if the Data Subject withdraws his consent except where the relevant laws of the Disclosing Party permit the use;
- c. Employ reasonable efforts to ensure that the Personal Data that it processes are accurate and complete;
- d. Take appropriate technical and organisational measures to protect Personal Data;
- e. Not retain Personal Data for any longer than is necessary for business or legal purposes; and
- f. Not disclose or transfer any Personal Data received from the Disclosing Party to a third party without similar data protection terms and conditions as in this Agreement.

2. The provisions of this clause shall apply during the continuance of this Agreement and indefinitely after its expiry or termination.

3. For the purposes of this clause "Personal Data" shall mean any information relating to an identified or identifiable natural person ("data subject"); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

ARTICLE 9: INTELLECTUAL PROPERTY

Each party's intellectual property (including but not limited to curriculums, publications, course descriptions, examinations, pedagogical methods, and all items contained therein) that is provided, if any, to the other party in connection with this Agreement is the sole and exclusive property of the party providing it, and it is provided solely for the purposes of this Agreement, and does not constitute or imply a licence or any other rights to use such intellectual property. Neither party may use the other party's intellectual property in a manner (i) other than as expressly provided for under this Agreement; (ii) likely to diminish the commercial value of such intellectual property; or (iii) likely to cause



marketplace confusion about such intellectual property, including confusion about intellectual property ownership.

ARTICLE 10: USE OF MARKS

The names and logos of SPBU and ESADE Business School are trademarks of the respective institutions. Neither party shall use the other party's brand name or logo in any occasion or for any purpose or in any way without the prior written approval of the other party.

ARTICLE 11: DISPUTE

1. If there is any Dispute, the parties agree to negotiate in good faith and in the first instance the dispute shall be referred to the Coordinator of each Academic member. The CEMS Coordinator shall endeavour to resolve the dispute within 30 days.
2. If a dispute cannot be resolved by the CEMS Coordinator of each Academic member, the dispute shall next be referred to the nominated senior representatives of each Academic member. The senior representatives shall attempt to resolve the dispute within 30 days of such notice. Any decision reached by the senior representatives will be binding on the parties.
3. If the dispute controversies or different arising cannot be resolved by amicable discussion between senior representatives of each Academic member it shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce of Paris (France), by one or more arbitrators appointed in accordance with the said Rules. Any decision made by the selected arbitrator will be binding on the Parties. The costs of arbitration will be borne equally by the parties unless otherwise agreed.

ARTICLE 12: REVIEW, TERM AND TERMINATION OF THE AGREEMENT

1. If there is an imbalance in the exchange when the Agreement expires, the imbalance will carry over to any subsequent Exchange Agreement period. If an imbalance of exchange places exists at the time of a termination of this agreement and the parties do not intend to renew it, the institution having hosted the large number of students shall be entitled to rectify any imbalance by sending additional students to the other institution under the terms of this Agreement within two years from the date that the Agreement is officially terminated.
2. This Agreement is for the realization of all the activities indicated in a face-to-face way. In the event that for reasons beyond the control of the partners (force majeure, e.g. Covid-19), it is not possible to carry out the activities in the way described in it and the parties involved agree to modify the format of these activities on a temporary basis and until the force majeure ceases, this agreement will remain in force. Any modification involving such change shall be attached to this Agreement as an annex.



3. This Agreement shall remain in force for a period of five (5) years from the last signature date below and it shall be valid and binding for a period of **five (5) academic years**: from 2021/22 to 2025/26 and shall be automatically extended. This agreement may be amended by mutual written consent at any time. Such amendments, once approved by the legal representatives of the parties, will become part of this agreement.
4. This Agreement may be terminated by either institution giving **twelve (12) months** notice to the other institution in writing. An event of termination will not affect the operation of this agreement as it applies to Exchange Students undertaking activities at the Host Institution at the effective date of termination.


IN WITNESS WHEREOF, both parties do hereby sign this Agreement in duplicate:

Signed for and on behalf of:
Fundació ESADE
by its duly authorised officer

Signed for and on behalf of:
St. Petersburg University
by its duly authorised officer

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Josep Franch
Dean, ESADE Business School

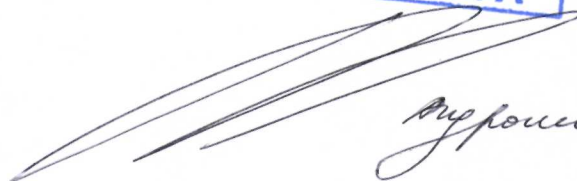

Sergey Andrushin
Vice Rector for International Affairs

Date


Date 06.04.2021

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