



Undergraduate (BBA) Student Exchange Agreement

N 01/1-70-71-CP/2021

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,

In recognition of the common academia interested shared by the two institutions, they intend to establish a Student Exchange Agreement with each other in accordance with the particular terms of and conditions set forth herein.

OBJECTIVE

The objective of this program is to provide undergraduate students (BBA) in Management at both institutions an opportunity to do part of their studies at a foreign location, thus gaining valuable international experience.

TERMS

1. DEFINITIONS

In this agreement unless the context implies otherwise:

- **Agreement** shall mean this Student Exchange Agreement and additional documents incorporated by reference.
- **Confidential Information** shall mean all information of a party not generally known to the public that is marked or specifically designated as confidential, or by its nature would be reasonably understood to be confidential or proprietary.
- **Exchange Period** shall mean the period of time that Exchange Students spend at the Host Institution on a fee waiver basis in relation to the Exchange Programme.
- **Exchange** shall mean a one-for-one exchange of students from each university.
- **Exchange Program** shall mean the student Exchange Program establish herein.

- **Exchange student** shall mean students participating in the student exchange program
- **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.

2. SELECTION OF PARTICIPANTS

- a. Each institution will nominate candidates for participation in the Exchange. In addition to academic and any other criteria that the Home Institution may consider, the following criteria must be met for a student to qualify for nomination:
 - a. Students registered at SPBU who have approved at least 36 credits shall study –in Spanish or English- a predetermined number of courses offered by ESADE.
 - b. ESADE candidates shall have completed at least two and preferably three years of university study prior to participation in the exchange; and
 - c. Candidates must satisfy the admission requirements
- b. Students will be nominated and recommended in writing by an official representative of their Home Institution. The Host Institution reserves the right to make final judgement on the admission of students nominated for the student Exchange Program. The Host Institution will provide written reasons for rejecting any Exchange Student Candidate proposed by the Home Institution. The Home Institution may submit alternative Exchange Student Candidates for consideration by the Host Institution.
- c. Following the receipt of the application material, the Host Institution will provide those students as assistance and documentation necessary to satisfy visa requirements and other formalities.
- d. Student applications from ESADE should be received by SPBU no later than April 1st for the Fall Semester starting in September or October 15th for the Spring Semester starting in February. Student applications from SPBU should be received by ESADE no later than April 30th for the Fall Semester starting in September or September 30th for the Spring Semester starting in January. Both parties shall inform each other the exact semester dates and the submission deadlines of applications every year.
- e. Students participating in the Exchange Program will be accepted as non-degree candidates by the Host Institution upon recommendations of the Home Institution, provided that they fulfill the admission requirements of the Host Institution. Non-degree course work may not be used at a later time to fulfill requirements for a degree program, and students may not change academic objectives;
- f. Since instruction will be conducted in English or Spanish, students selected for Exchange will automatically be deemed to have satisfied their minimum language requirements normally imposed by the institutions on exchange students;

3. NUMBER OF STUDENTS

- a. Each academic year during the term of this Agreement, each university may send up to 2 students to be enrolled at the other institution for one semester although the number of slots will be agreed annually. There need not to be a balance in the number of students being exchanged in any one year; however, over a five-year period we will seek to achieve a reasonable balance.

- b. The Exchange Period will normally be for a single academic semester but may extend to a maximum of one academic year (2 semester students equal to 1 year student).
- c. If an Exchange Student voluntarily withdraws or is dismissed by the Host Institution before the end of the Exchange Program, there will be no substitution of new students for any students who do not complete the Exchange Program.

4. RESPONSABILITIES OF THE HOST/HOME INSTITUTION

- a. Students participating in this Exchange Program will continue as candidates for the degree of their Home Institution.
- b. An official transcript of results will be provided by the Host Institution to the Home Institution as soon as possible after completion of each visiting student's exchange period. Each institution will attempt to provide assistance in translating grades and credits into the Home Institution's system. Although recognition is given to academic credits granted by both institutions, transfer courses must meet the home institution's credit and curricular requirements.
- c. Credits required to be taken by Exchange Students will be decided by each Home Institution.
- d. Prior to the Exchange Period, each institution shall provide incoming Exchange Students with an estimate of the expenses to be expected during the Exchange Period for attendance at the Host Institution.
- e. Students from both Universities will register in their Home Institution, but will enjoy all the privileges accorded to students at the Host Institution. The Exchange Students will enjoy the same rights and privileges, and be subject to the same rules, regulations and discipline of the Host Institution while on exchange.
- f. Obligations under this Agreement pertain to the direct participants in the Exchange Program. Neither institution shall be responsible to the other or to the Exchange Students for arranging or paying for the costs of travel, room and board. Nevertheless, each institution will make reasonable efforts to assist Exchange Students in finding suitable accommodation, organize orientation activities for the students, and provide ongoing academic and social support services to the students.
- g. To the extent possible, the Home Institution will not send students of the origin of the country of the Host Institution unless the nominated students have done their schooling at the country of the Home Institution.

5. RESPONSIBILITIES OF EXCHANGE STUDENTS

- a. Each Exchange Student under the terms of this Agreement will be responsible for obtaining her/his own visa and completing the required immigration procedures needed to pursue studies at the Host Institution. The Host Institution will provide the necessary admission documents to enable Exchange Students to apply for a student visa.

- b. 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 Exchange Period prior to starting classes. All Students who arrive at ESADE and at SPBU under terms of the Agreement 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.
- c. All Exchange Students will be responsible for: accommodations, meal, travel expenses; textbooks, course material fees, clothing, and personal expenses and for all other debts incurred during the Exchange Period and other incidental students fees at the Host Institution.
- d. The Host Institution takes no responsibility for loss or damage to Exchange Students' personal belongings, however caused, and all Exchange Students should make their own insurance arrangements for loss of or damage to personal property.
- e. Exchange Students will be charged for any damage they cause to the Host Institution's property, including but not limited to furniture, materials and resources, library books, computers and property belonging to third parties.

6. FINANCES

- a. Exchange Students shall be required to pay full tuition to their Home Institution. No tuition payments will be required of Exchange Students at the Host Institution. The Exchange shall not entail any monetary transaction between the two institutions who are parties to this agreement.
- b. Exchange Students may be required to (or may elect to) pay certain ancillary fees by the Host Institution. Each University will provide information to incoming students on additional required fees.

7. CONTACTS

- a. Each institution agrees to appoint an overall Coordinator for the administration of the Exchange. The Coordinator will serve as the contact person on campus, being responsible for arrangements associated with visits, ensuring that necessary approvals are in place and the general welfare of the Exchange students.

Coordinators:

For SPBU

Name: Alisa Stepanova
 Position: Head, International Office, GSOM. SPbU
 Address: Russia, St. Petersburg, Volkovsky p.3, 199004
 Mail: a.e.stepanova@gsom.spbu.ru
 Phone: +7812 323 84 47

For Fundación ESADE

Simone Vincis
 Director, BBA Programme

Avda. de la Torreblanca nº 59
08172 Sant Cugat – Barcelona, Spain
Phone+34 935 54 35 11
E-mail: simone.vincis@esade.edu

8. NON DISCRIMINATORY POLICY

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. Both institutions shall abide by these principles in the administration of this Agreement and neither institution shall impose criteria for the exchange of students which would violate the principles of non-discrimination.

9. DATA PROTECTION

- a. 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 Programme.

(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.
- b. The provisions of this clause shall apply during the continuance of this Agreement and indefinitely after its expiry or termination.
- c. 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.

10. 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.

11. 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.

12. TERMS OF RENEWAL, AMENDMENT AND TERMINATION

- a. This Agreement shall remain in force for a period of five (5) years from the last signature date below and it shall be valid for the five academic years: from 2021/22 to 2025/26. This Agreement shall be amended by mutual written consent at any time. Such amendments, once approved by the legal representatives of the parties, will be added to this Agreement as appendices.
- b. This Agreement shall be automatically extended by additional terms of five years each unless one of the institutions undertakes in writing to end the Agreement. A written declaration of termination must be made no later than one year before the end of a given five-year period, provided however that the termination shall not be effective until the later of: 12 months after notice of termination and the date at which all students enrolled in an Exchange Program or accepted for an Exchange as of the date of notice of termination have completed their Exchange Program at the Host Institution.
- c. If there is an imbalance in the Exchange when the Agreement expires, the imbalance will carry over to any subsequent Exchange 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.

- d. The relevant provisions of this Agreement shall survive such termination or expiration and remain in force until such Exchange Students complete their program.
- e. For conditions of the Exchange not covered by this Agreement, or for problems that arise during the course of the Exchange Program, both parties agree to refrain from unilateral action and to consult and negotiate mutually acceptable decisions amicably and in good faith. If the dispute controversies or different arising cannot be resolved by amicable discussion between the parties within thirty (30) days of such dispute being raised for resolution pursuant to this clause 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 the arbitration will be born equally by the parties unless otherwise agreed upon.
- f. 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.
- g. The relationship of the parties under this Agreement is that of independent contractors and they are not agents, employees, partners or in a joint venture with one another. Neither party has the authority to bind the other party in contract or to incur any debts or obligations on behalf of the other party.
- h. There are no express or implied third party beneficiaries of this Agreement.
- i. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes any prior oral or written agreements, commitments, understandings or communications regarding the subject matter hereof.

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

**Signed for and on behalf of
FUNDACIÓ ESADE**
by its duly authorized officer

46328628G
JOSEP
FRANCH
(C:G59716761)

Firmado
digitalmente por
46328628G JOSEP
FRANCH
(C:G59716761)
Fecha: 2021.04.20
16:04:40 +02'00'

Prof. Josep Franch
Dean ESADE Business School
Date:

**Signed for and on behalf of
SAINT-PETERSBURG STATE
UNIVERSITY**
by its duly authorized officer


Sergey Andryushin
Deputy Rector for International Affairs
Date: 06.04.2021


КОНТРАКТ
№ 11/2021

КОПИЯ
ВЕРНА


Андрей Св