

**AN EXCHANGE AGREEMENT BETWEEN
THE TOMSK STATE UNIVERSITY, RUSSIA AND THE SCHOOL OF MODERN
LANGUAGES AND CULTURES, UNIVERSITY OF DURHAM**

This Agreement is made between Tomsk State University, RUSSIA, hereinafter referred to as "TSU" and the School of Modern Languages and Culture, University of Durham, Durham, United Kingdom hereinafter referred to as "Durham".

Recitals:

The Parties wish to make possible the exchange of students between the two institutions.

1. PROVISION OF SERVICES

1.1 Under this Agreement TSU and the University of Durham will continue to work to a mutual advantage and for the benefit of students to deliver a programme of student exchanges according to the provisions outlined below.

1.2 Within the framework of this Agreement, "home university" will mean the institution in which a student is formally enrolled as a degree candidate, and "host university" will mean the institution that has agreed to receive students from the home institution for a period of study on a non-degree basis.

1.3 Within the framework of this Agreement "exchange student" means a student participating in the Student Exchange.

2. PERIOD OF AGREEMENT

2.1 The initial term of this Agreement will be 5 years from December 2015 until December 2020 unless terminated early in accordance with the provisions of Clause 16.

2.2 This Agreement may be renewed by mutual written agreement between the Parties. The Parties will discuss any possible renewal of the Agreement no less than one year before the expiry date of the Agreement.

3. ELIGIBILITY OF STUDENTS


3.1 Only students who have completed at least 1 years of an undergraduate degree programme at TSU or 2 years of undergraduate study at Durham will be eligible for selection to take part in the exchange.

3.2 The purpose of each student exchange will be to enable students to take classes but not to study for a degree at the host university. Exchange students will continue as candidates for degrees at their home university and will not be permitted to be candidates for degrees at the host university.

3.3 It is the responsibility of each participant in the student exchange to obtain official approval from his/her own university for courses taken at the host university.

4. SELECTION OF STUDENTS

4.1 Each Party will select students from amongst its own students to take part in the exchange in accordance with its own selection criteria. Each Party will respect the

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admissions requirement and enrolment constraints of the host university. Such criteria will include the achievement of minimum grades as prescribed by the home University and any other requirements communicated to the home university by the host university.

4.2 Student selection will also include requirements of language proficiency. Students must be proficient in the language of the host university in order to participate in the exchange.

4.3 Both parties subscribe to a policy of equal opportunity and will not discriminate on the basis of race, colour, gender, age, ethnicity, religion or disability. Where a Party is subject to anti-discrimination legislation as defined by their respective national legislation, both Parties agree to assist and co-operate with each other to enable each Party to comply with its duties in respect to meeting any requirements under the legislation.

4.4 The parties agree that the host university will have final authority on admission decisions. The obligations of the universities under this Agreement are limited to exchange students only and so not extend to spouses or dependents.

5. STUDENT NUMBERS

It is intended that 6 students from each of the Parties will be selected each year to participate in the exchange. It is recognised that circumstances may occasionally preclude an even exchange of students in a particular year; imbalances may therefore be carried forward from one year to the next with the provision that enrolment adjustments will be made in the following year to restore balance. It is agreed that student exchange numbers may be modified by mutual written agreement of the parties.

6. PERIOD OF ENROLMENT AT HOST UNIVERSITY

No student will be permitted by either of the Parties to enrol at the host university for a period of study longer than one academic year unless agreed between the Parties in writing. An academic year in the context of Durham means the academic year in England commencing in October and ending in June of the following year and in the context of TSU means the academic year beginning in September and ending in June.

7. FEES AND FINANCE

7.1 The Parties will require exchange students to register at their home university and pay all academic fees and tuition to their home university. Exchange students will be exempted from paying any such fees and tuition at the host university.

7.2 Neither party will be responsible for the cost of room, board, travel or other personal expenses (including books).

7.3 Exchange students will be personally responsible for purchasing the host university's required health/medical insurance for the time period of their exchange at the host university.

7.4 The parties acknowledge that they will require the exchange students to pay these costs.

8. APPLICATION TO THE HOST UNIVERSITY

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8.1 The host University will notify the home university in advance and in writing of the date by which applications for the exchange must be received by the host university in order to be considered for enrolment in the next academic year.

8.2 Exchange students will be subject to the application procedures and requirements as determined by the host university, including any language prerequisites and requirements.

8.3 The host university will within a reasonable time and prior to the commencement of an exchange advise the home university of the host university's approval or rejection of a candidate exchange student.

8.4 The host university may refuse to approve any application of a candidate.

8.5 Participants in the student exchange will be governed by the same regulations and performance standards that pertain to other students at the host university.

9. CONTACTS

9.1 The host university will provide academic counselling to ensure that the academic courses taken at the host university are acceptable to the home university.

9.2 The host university will provide welfare advice and guidance to students participating in the exchange to the standard that the host university provides for other students at the host university.

10. ACADEMIC PROGRAMME

10.1 Exchange students will be subject to the standard rules, regulations and enrolment constraints of the host university in the selection and fulfilment of courses.

10.2 Academic achievement reports will be sent to the student's home university at the end of the student's period of enrolment with the host university. In most cases this will be by university transcript used at the discretion of the home university.

11. INTEGRATION AND ORIENTATION

11.1 The host university will assist the student exchanges, to the fullest extent possible, to integrate into life at the host university

11.2 The host university will provide appropriate orientation activities for incoming exchange students on their arrival.

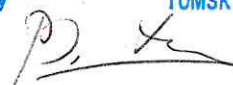
11.3 The host University will ensure that incoming exchange students have the same access to facilities as the host university's students which will include but not be limited to access to libraries and other facilities and use of computers.

11.4 If the exchange student voluntarily withdraws or is dismissed for disciplinary reasons before the end of the enrolment period, it will be considered as a completed exchange from the university concerned.

11.5 The host university reserves the right to require the withdrawal of any student whose academic standing or conduct warrants such action. The host university will consult with the home university before finalising such action.

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12. ACCOMMODATION

12.1 The Parties agree to take reasonable steps to assist incoming exchange students to find accommodation. Where that accommodation is owned by the host University it will be supplied at the same cost of a home student.

12.2 All costs in connection with accommodation will be the personal responsibility of the students and neither Party will be liable to the other for such costs.

13. TRAVEL

13.1 Students participating in the exchange are personally responsible for all travel costs in connection with their period of study abroad and their stay in the country in which the host university is situated. The Parties will ensure that this is expressly stated in writing to any students selected for enrolment on the Exchange Programme before such students have accepted a place on the Exchange Programme.

13.2 Students will be expected to abide by all regulations of their host institutions and by the laws of their host countries, including immigration policies. While the host university will assist exchange students, to the fullest extent possible, in obtaining visas and other documents required it will be the responsibility of the student to ensure they have appropriate documents in place prior to the enrolment. The Parties will ensure that this is expressly stated in writing to any student selected for participation in the exchange before such students have accepted a place at the host university and will make all relevant information available.

14. POLICIES

14.1. No monetary consideration will be exchanged between the two parties, nor there any indemnities, reimbursements for expenses, or sharing of fees or profits arising from the exchange.

14.2 Neither Party will use the logo, name or any other trademark of a Party without the owning Party's express prior written consent

14.3 For the purpose of this Exchange Programme any intellectual property developed in the course of the Exchange Programme will be owned in the first instance jointly by the parties.

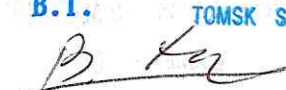
15. MARKETING

15.1 The Parties will take such steps to publicise the existence of the Exchange Programme as they may agree between them provided that the terms of any statement, prospectus, advertisement, press release or other publication will not be released or published by either Party without the prior written agreement of the other.

16. TERMINATION

16.1 This Agreement may be terminated by either Party giving twelve (12) months written notice to the other Party.

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16.2 On termination the Parties will ensure that students who have already enrolled for the exchange at the host institution at the time of termination will be given the opportunity to complete the period of study within the normal prescribed period to the extent that this is practicable and reasonable.

17. FORCE MAJEURE

Neither Party will be liable for any event of Force Majeure. Force Majeure means any event or occurrence beyond the reasonable control of the Party concerned and which is not attributable to any act or failure to take such preventive action as is practicable by the Party concerned but will not include any industrial action occurring within either Party's organisation. In the event of Force Majeure causing cessation of the exchange, either Party will have the right to terminate the Agreement.

18. FREEDOM OF INFORMATION ACT 2000

TSU acknowledges that Durham is subject to the Freedom of Information Act 2000, that this may be updated, amended and replaced from time to time and that the University of Durham is therefore subject to legal duties which may require the disclosure of information in relation to this Agreement. If TSU holds information relating to this Agreement on behalf of Durham, TSU agrees to assist and cooperate with Durham (at Durham's expense) to enable it to comply with the Freedom of Information Act 2000. Durham in return acknowledges TSU is subject to legislation of equivalent effect in Russia and agrees to assist and cooperate with TSU to enable it to comply with any duties that may be imposed by such legislation.

19. CONFIDENTIALITY

The Parties agree to use all reasonable endeavours to ensure that any Confidential Information disclosed or submitted in writing or any other tangible form to the other Party will be treated with the same care and discretion to avoid disclosure as the receiving Party uses with its own similar information which it does not want to disclose. Confidential Information means all information of a commercially sensitive nature disclosed by one Party to the other in connection with this Agreement.

20. DATA PROTECTION

Where a Party is subject to Data Protection Legislation as defined by their national governments both Parties agree to assist and cooperate with the other to enable the Party to comply with its duties in these respects and in meeting any requirements.

21. VARIATION CLAUSE

This Agreement may be amended or varied only by agreement in writing signed by the Parties hereto and a reference to this Agreement will include this Agreement as so amended or varied from time to time.

22. DISPUTE RESOLUTION

The Parties shall use good faith efforts to resolve any dispute, claim or proceeding arising out or in relation to this Agreement. In the event that any dispute cannot be resolved at the senior executive level of the Parties who have authority to settle the same, the parties will use good faith efforts to resolve the same.

23. LANGUAGE OF THE AGREEMENT

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The parties acknowledge that this Agreement has been issued in both the Russian language and the English Language. The Parties agree that in the event of any conflict arising between the provisions of the version of this Agreement written in the Russian language and that written in the English language, the provisions of this Agreement written and issued in the English Language shall at all times take precedence.

Signed on behalf of the Parties:

NAME Professor Thomas Ward
DESIGNATION Pro Vice Chancellor, Education
ADDRESS University of Durham
Stockton Road, Durham, DH1 3LE, UK

SIGNATURE
DATE

Thomas Ward
11/7/2016



NAME Viktor Valentinovich Dyomin
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634050, Lenina Avenue 36, Tomsk, Russia

SIGNATURE
DATE

Viktor Valentinovich Dyomin

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