

**SPECIFIC EXCHANGE AGREEMENT, WHICH ENTERED INTO BY THE FSAEI HPE "URAL FEDERAL UNIVERSITY NAMED AFTER THE FIRST PRESIDENT OF RUSSIA B.N.YELTSIN", YEKATERINBURG CITY, RUSSIA, WHOM WILL HEREAFTER CALLED "UFU", REPRESENTED BY V.A.KOKSHAROV , IN HIS CAPACITY OF RECTOR AND LEGAL REPRESENTATIVE AND ON THE OTHER HAND THE "UNIVERSIDAD POPULAR AUTONOMA DEL ESTADO DE PUEBLA, A.C.", CITY OF PUEBLA, PUEBLA, MEXICO; WHO HEREAFTER BE CALLED "UPAEP A.C.", REPRESENTED BY MTRO. EMILIO JOSE BAÑOS ARDAVIN IN HIS CHARACTER OF PRINCIPAL AND LEGAL REPRESENTATIVE, IN ACCORDANCE WITH THE FOLLOWING STATEMENTS AND CLAUSES:**

## **STATEMENTS**

- I. **"UPAEP A.C."**, states that
  - A. It is a Civil Association, legally constituted under the laws of the United States of Mexico, with legal personality and its own assets as recorded in the Notarial Instrument No. 1,460, issue number 25, dated October 15 of 1976, with the consent of the Notary Public number 19, as amended by Notarial Instrument No. 13,296, issue number 171, dated July 20 of two thousand nine, Notary Public number 40, of this city of Puebla, duly entered in the Property Public Register under the number 520, pages105, Volume XLIV, Auxiliary Book.
  - B. It is a Civil Partnership, dedicated to teaching Middle and Higher Level, endowed with full legal capacity, which aims among other purposes, to train professionals, researchers, academics and technicians useful to the society and organize and conduct research, mainly on the conditions and problems both locally and nationally, and to expand the benefits of the culture as much as possible.
  - C. It is represented in this act by MTRO. EMILIO JOSÉ BAÑOS ARDAVIN, in his capacity as Principal and Legal Representative, personality evidenced by the Notarial Instrument No. **15,880**, Volume **195**, dated of July 5, two thousand and thirteen; Public Notary number 40, of this city Puebla, in charge of Mr. Reynaldo Lazcano Fernández, and has enough powers to enter into this Agreement, which have not been amended or revoked at the time.
  - D. Even when legal representative is MTRO. EMILIO JOSÉ BAÑOS ARDAVIN, his/her name in this act to be responsible for the

coordination, development and execution of this Agreement to **DR. JOSE PABLO NUÑO DE LA PARRA, GENERAL DIRECTOR OF STRATEGIC PROJECTS FOR GRADUATE STUDIES AND RESEARCH "UPAEP A.C.", A.C."**.

- E.** It is enrolled at Registro Federal de contribuyentes, under the key **UPA761015KQ0**.
- F.** For purposes of this Agreement, he designates as legal address **21 sur , No. 1103, Barrio de Santiago, City of Puebla, Puebla; C.P.72410**.

## **II. "UrFU" STATES:**

- A.** It is a public institution of higher education. Its headquarters are located in the city of Yekaterinburg, Russia; recognized by resolution number AAA Nº 001406 of Date 07 July, two thousand eleven; Issued by the Federal service for supervision in education and science.
- B.** For purposes of this Agreement, he/she designates as legal address: 620002 Russia, Yekaterinburg, Mira street, 19.
- C.** Individual Taxpayer Number 6660003190.

## **A. Purpose of the Agreement**

In order to promote academic cooperation in the fields of research and education between the undersigned institutions and, considering that the Parties share common interests and goals in the academic, scientific and cultural fields, the Parties agree to sign this Agreement.

## **B. Ways of Collaboration**

The Parties, subject to mutual agreement, will promote collaboration between the two institutions (as part of) under any academic program offered by them at the graduate and Ph.D. level that is considered relevant to any party, and according to both, it contributes to the promotion and development of cooperation initiatives, including but not limited to:

1. Design of dual programs of graduate and Ph.D. level, where cooperation might be proceeded in (but not limited to) the following ways: modules co-teaching, students admission in both universities in case of sharing modules, issuing two credentials in case when student meet all requirements.

2. The short term exchange of professors, researchers and administrative staff, including co-teaching, and, if allowed by the funding and other circumstances permit, it may turn into long-term visits.
3. Sharing modules and co-teaching providing by partner university might be on personal onsite basis (both in Mexico and in Russia) or on a distant basis; or a mixture of above mentioned ways.
4. Due to the remote allocation of partner universities the teaching process might be organized on distance basis.
5. Exchange Programs for Graduate students that can be implemented with or without partial or total external financing.
6. Promote scientific, academic and cultural activities, such as short courses, seminars, workshops, conferences of mutual interest and exchange of publications and academic material.
7. Design of joint research projects, development of formal proposals to fund such research projects and participation in international calls.
8. Development of summer short programs (Faculty Led).
9. Development of joint academic programs.
10. Inter-institutional internship programs.

The above mentioned activities may refer but not limited to the following dual (networking) educational programs of **Master level**:

Safety of Construction Critical Infrastructures and Territories  
Knowledge engineering and intellectual property management  
Sustainability and Innovative development of the knowledge-intensive productions  
High performance sport  
Social Care and Mental Health  
Innovative entrepreneurship  
IT innovations in Business  
Tourism management  
Astrophysics  
Neoindustrial Human Design  
International Human Resource Management  
Comparative Linguistics  
Modern publishing process  
Food Biotechnology  
West European Studies: language and literature  
European Historical and Cultural Studies

and Russian Language studies as a complementary module to any of the above mentioned programs. This list might be added by the Parties by Additional agreements to the present Agreement.

## **II. TERMS OF THE AGREEMENT**

### **A. The exchange of Professor and Researchers**

Professors and Researchers exchanges will be developed under the following guidelines:

1. The Parties- for a period of time that will be determined according to each case and after mutual agreement- may invite members of the other party for visits in order to perform academic work of teaching and/or research. Visiting professors should be fluent and have enough knowledge in the language of instruction, if they are asked to teach.
2. At the time of the invitation, the Parties will agree on the terms of financing related to travel and accommodation expenses of the professor or visiting researcher.
3. The Parties shall endeavor to attract external resources for professors and/or researchers exchange.
4. Each professor and researcher participant of the exchange must have health insurance coverage during the period of his/her visit. The host University is not responsible for providing health care or health insurance for visiting professors and researchers.
5. Exchange professors and researchers will be responsible for obtaining the necessary visas and abide all immigration laws and country regulations of the host University. The host University will cooperate with such efforts, but shall have no liability with the granting of visas, permits or approvals.
6. The Parties shall inform each other regularly about the curricular programs offered by each one, specifically in relation to research seminars, scientific congresses, conferences and symposium organized. The Parties shall exchange documents and publications resulting from these activities.
7. If collaboration between Professors and research staff result in any intellectual production, the Parties shall meet through designated representatives in order to seek a fair and equitable agreement regarding ownership and other property interest that may arise. Any discussion

should incline to preserve a harmonious and continuous relationship between the Parties.

## **B. Exchange of Students**

- 1- To provide an opportunity to the students from both institutions to learn about culture and academic life of the counterparty, students who are enrolled as full-time students in academic programs offered by the Parties, may participate in the exchange program.
- 2- The home University, according to their own criteria, academic performance, and educational level required, will select the students who will participate in the exchange program. The home University will provide the host University with the list of selected students.
- 3- Acceptance of students participating in the Exchange program is responsibility of the host University, which will take into account the availability and the facilities needed to receive them.
- 4- The Exchange student must demonstrate proficiency in the language of the host University.
- 5- The Exchange program will last for one (1) academic semester, after which the student will return to the home University. This period of time may be extended by agreement between the Parties for a maximum term of one (1) additional semester.
- 6- If the exchange is equal, tuition payment for participants in the Exchange program will be held by the host University. If the exchange is not equal, the extra students should pay tuition fee to the host university.
- 7- Rates will be handled as follow:
  - a. Tuition. Students must pay tuition at the host University. The Home University will not charge any money to students during their stay in the host University for the modules which are approved by both universities t reciprocal basis. If a student would like to take extra modules which were not originally approved, a tuition fee will be applied.
  - b. Accommodations. The visiting student is responsible for his personal expenses and to have his own home. The Parties will advise students in finding accommodation.
  - c. Transportation. The visiting student will pay his/her transportation expenses.

- d. Health insurance. All exchange students must acquire a suggested health insurance that meets the criteria set by the host Institution.
- 8- Students in the exchange program will be enrolled as full-time students not conducive to the host University degree. They are only considered exchange students; therefore they will not be granted a degree. Additionally, they must take enough courses in the host University for their studies to be considered full time.
  - 9- The number of graduate students will be open according to the admission requirements of each University.
  - 10- Exchange students will have the same rights and obligations as other students of the host University, and shall be subject to the academic and disciplinary system of this during the time of the exchange.
  - 11- Students exchange program is open to master and PhD students. This program will be developed according to the following guidelines:
    - a. Both Universities according to the criteria and procedures thereof will recognize academic achievements at the host University.
    - b. Specifications of each course that the exchange student will take at the host University will be clarified and mutually agreed on the Learning Agreement that must be signed prior to the beginning of the exchange student experience.
    - c. The Host University will issue at the end of the Exchange period, the certified transcript of each participating student with the corresponding number of credits.
    - d. For undergraduate, master and PhD programs, the Parties will agree, in each case, the time the student has to complete the course requirements at the home University to be able to participate in the exchange program.
  - 12- Exchange students will be responsible for obtaining the necessary visas and abide all immigration laws and country regulations of the host University. The host University will cooperate with such efforts, but shall have no liability with the granting of visas, permits or approvals.
  - 13- Each student participating in the Exchange program must acquire a policy with coverage for health, accident, civil liability and repatriation before leaving their home country.

### C. Dual Degree Programs

1. Students participating in the program must pay tuition and related fees at the University where the courses are being taken. Students are responsible for all other expenses such as living arrangements and meals.
2. Selection: **"UPAEP A.C."** and **UrFU** will select the students who meet the academic requirements and have the minimum level required of language. Each student must meet the admission requirements of each institution.
3. Participant programs: only the undergraduate, master or PhD programs approved by the Directors in charge in both Universities are entering into this agreement.
4. Hosting and advice: The host University will help students to find the right and safe accommodation. It will also provide the necessary documents, such as: admission certificate, and procedures for obtaining visas. Both Universities will provide orientation, information and necessary guidance for students to participate in this program in terms of courses, seminars, and the research programs to better fit their academic programs.

### III. MUTUAL RESPONSABILITIES

Both Institutions hereby agree as follow:

1. The Host University must provide each Exchange student with a tutor. The tutor will provide the visiting student with academic and personal problem guidance during the exchange period.
2. To send the students applying to exchange a formal letter of admission with the resolution of accepted or rejected by the host University, in a maximum of (30) days after receiving the application.
3. Each Institution shall provide the other the exact dates of enrollment courses including the start and the end of the semester.
4. Organize and conduct a comprehensive classroom orientation program for visiting students upon arrival at the host University. This program must include information regarding the University, academic, cultural and recreational activities, city or country awareness such as the threat of crime, terrorism, civil disturbance or disease.
5. Each period, the host University will provide to the home University the information corresponding to the courses in which the student is enrolled.

After the program conclude, the host University will be responsible to send the approval certificate of such courses, in a timely manner.

6. Ensure each student has insurance that covers repatriation and medical emergencies abroad.

7. Report immediately to the home Institution any accident, illness, adjustment difficulties, behavioral or academic problems, severe absenteeism, changes in the number of credit hours, or any emergency involving the student. If there is a problem that involves students, both Institutions, home and host Universities will work together to help and solve the problem.

8. The Host University shall not discriminate against any student or applicant from the home Institution of race, color, nationality, physical disability, mental disability, medical condition, civil status, age or gender, be denied the benefits provided to its own students.

#### **IV. ADMINISTRATIVE POLICIES**

1. The terms of partnership for specific activities that are no described in this Agreement shall be discussed and agreed between the Parties, in writing, prior to the beginning of such activity. The agreements reached will constitute annexes to this Cooperation Agreement. Each specific agreement must include the specific purpose, activities taking place, duration, budget and funding, intellectual property issues, and must be approved by the competent authorities.
2. For coordination purposes of this Cooperation Agreement, the Parties designate the following liaison:

##### **UrFU**

Name: Ekaterina Lyubimova

Position: Director of the Institute of International Education

Address: office I-528, 19 Mira str, 620002

City: Ekaterinburg, Russia

Phone: +7 (343) 3754689

Fax: -

Email: [e.v.lyubimova@urfu.ru](mailto:e.v.lyubimova@urfu.ru)

##### **"UPAEP A.C."**

Name: Dr. José Pablo Nuño de la Parra

Position: General Director of Strategic Projects for Graduate Studies and Research



Address: 21 sur 1103, Colonia Barrio de Santiago, CP: 72410

City: Puebla, Mexico

Phone: +52 (222)229 94 00 ext. 7741

Email: [pablo.nuno@upaep.mx](mailto:pablo.nuno@upaep.mx)


Any notification of change of liaison officers shall be in writing without modifying this Cooperation Agreement.

## V. LEGAL POLICIES

1. **Intellectual Property:** The Parties agree that the Specific Partnership Agreements contain the necessary provisions to regulate matters concerning the ownership of inventions, copyrights or other intellectual property developed jointly by both Institutions.
2. **Civil liability:** It is expressly agreed that the Parties shall have no liability for any damages caused as a result of unforeseeable circumstances or special situation, particularly the suspension of academic or administrative work, with the understanding that, overcoming these events, activities will be resumed in the form and terms determined by the Parties.
3. **Employment Relationship:** This agreement is essentially academic, so it does not cause any job link or result in any kind of social benefits among professors and researchers from the host University and the home University, and vice versa.
4. **Term and Amendment:** This agreement shall be valid for five (5) years from the date of signature, with the understanding that it can be canceled by the Parties after a previous notification. This notice shall be given in writing at least 90 days before the desirable day of termination, unless both Parties agree to terminate it before. This Cooperation Agreement may be modified or extended by mutual agreement in writing of both parties. In the event of termination, both Institutions will take the necessary measures to give continuity to the activities already initiated until its final conclusion.
5. **Dispute settlement:** the Parties state to deliver in good will all actions arising under this Agreement. In case of disagreement, both Parties agree to resolve directly and voluntarily the differences that may arise and each time will be the Principals or their representatives who must resolve conflicts that arise.

**6. Integral Agreement:** This Agreement constitutes the entire agreement binding the Parties relating to its agreement objet. Accordingly, this Agreement shall replace all previous written or oral agreements related to the same object.

After having read this Cooperation Agreement and aware **"the Parties"** of its terms and legal implications, it is signed in triplicate 10 pages in both sides written, on September 1st of two thousand fourteen.

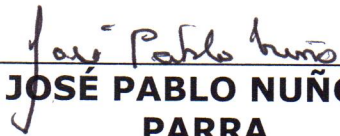
**"UPAEP A.C.",**  


**MTRO. EMILIO JOSÉ BAÑOS ARDAVIN  
PRINCIPAL AND LEGAL REPRESENTATIVE OF  
"UNIVERSIDAD POPULAR AUTÓNOMA DEL ESTADO DE PUEBLA, A.C."  
/RECTOR**

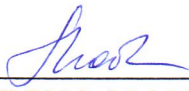
**UrFU**

  
  
**VICTOR A. KOKSHAROV  
O.P. PRINCIPAL AND LEGAL REPRESENTATIVE OF "UFU"  
/RECTOR**

**RESPONSIBLE FOR THE COORDINATION, DEVELOPMENT AND EXECUTION OF THIS AGREEMENT FOR "UPAEP A.C.",**

  
**DR. JOSÉ PABLO NUÑO DE LA PARRA  
GENERAL DIRECTOR OF STRATEGIC PROJECTS FOR GRADUATE STUDIES AND RESEARCH.**

**RESPONSIBLE FOR THE COORDINATION, DEVELOPMENT AND EXECUTION OF THIS AGREEMENT FOR "UFU"**

  
**EKATERINA V. LYUBIMOVA  
DIRECTOR OF THE INSTITUTE OF INTERNATIONAL EDUCATION**

