

**AGREEMENT OF COOPERATION in NEPTUNE Project  
2018–2022**

***The undersigned,***

Savonia University of Applied Sciences, School of Engineering and Technology, NEPTUNE project, Opistotie 2, Kuopio, Finland. Hereafter referred as NEPTUNE.

and

**Tambov State Technical University, Russia** department - **International Relations Office** with its registered address at **106, Sovetskaya Street, Tambov, 392000, Russia**, hereinafter referred to as "**TSTU**".

***considering that***

1. NEPTUNE is a European network of universities in the field of the built environment, clustered in circles that organise projects on an annual basis;
2. NEPTUNE is a project operated by Savonia University of Applied Sciences with co-operation with its partners Universities;
3. **TSTU** and NEPTUNE would like to enter into this agreement of co-operation for the purpose of educational and cultural exchange; **TSTU** would like to join NEPTUNE and become one of the partner universities;
4. NEPTUNE and **TSTU** would like to conclude a contract, which contains their rights and obligations.

***have agreed to the following.***

**ARTICLE 1 PARTICIPATION**

1. **TSTU** will become a participant of the NEPTUNE network for a period of five years. This period starts on December 6, 2017 and ends on August 31, 2022.
2. **TSTU** will be involved in one circle, starting in the academic year 2017–2018.
3. The cooperation and the participation concerning this agreement do not constitute any agency or any legal entity.

**ARTICLE 2 FEES**

1. **TSTU** shall pay a general annual participation fee of € 2250,- to NEPTUNE. In addition, **TSTU** shall pay an annual circle fee of € 1250,- for every circle it joins.
2. Invoices will be sent in October of each academic year. Payment will be due within two weeks of the invoice date.

**ARTICLE 3 CO-ORDINATION NEPTUNE**

Savonia University of Applied Sciences and NEPTUNE shall co-ordinate the NEPTUNE network, the circles and the projects. To this effect, NEPTUNE shall:

1. Maintain a regular contact with the partner universities and keep the NEPTUNE handbook up to date;
2. Take care of public relations and information materials.
3. Support the partner universities that organize and host a NEPTUNE project. As part of this obligation NEPTUNE will make agreements about the project timetable and actions to be done; NEPTUNE will give feedback, advise and support the organizing university in order to achieve the NEPTUNE project standards;
4. Make an annual planning of NEPTUNE projects for all circles, in consultation with all partner universities;
5. Edit and distribute the project information to the partner universities.

#### ARTICLE 4 PROJECTS ORGANIZED

1. During the five years of participation, NEPTUNE will offer **TSTU** one project per year, per circle.
2. In the unlikely event that there will not be a project in the circle in which **TSTU** participates, NEPTUNE shall do its utmost to let **TSTU** participate in another circle, or come up with a financial proposal.
3. **TSTU** shall send six of its students to each project of the circle, preferably accompanied by one lecturer who will act as a supervisor during the projects.
4. **TSTU** shall assist its students with the preliminary assignments prior to each project and provide its students with the necessary information from NEPTUNE.
5. **TSTU** will recognize the project work of its own students by rewarding them with (European) Credits.
6. Within the participation period of five years, **TSTU** shall organize and host one project per circle according to the NEPTUNE project standards.

#### ARTICLE 5 NEPTUNE PROJECT STANDARDS

1. **TSTU** shall organize the project(s) in accordance with the NEPTUNE project standards as laid down in the NEPTUNE Handbook.
2. NEPTUNE is allowed to make changes to the NEPTUNE Handbook. **TSTU** will be informed about changes in the NEPTUNE Handbook in due time.
3. The spoken and written language of the NEPTUNE projects and the contacts within the NEPTUNE network is English.

#### ARTICLE 6 FINANCIAL IMPLICATIONS NEPTUNE PROJECTS

4. All students participating in an international project pay a contribution to the organizing university: € 150,- for domestic students and € 250,- for students travelling from abroad. The students' accommodation, the meals and the programme are arranged by and paid for by the organizing university.
5. NEPTUNE shall cover all travel expenses for students. **TSTU will search for the cheapest way of travelling to the project venues.** **TSTU** will send an estimation of the student's travel costs to NEPTUNE prior to each project.
6. Reimbursement of the traveling expenses for students that participate in a project will be done in the following way:
7. a. The home university receives a reimbursement form NEPTUNE and sends the completed form, including receipts, to the NEPTUNE office at Savonia University of Applied Sciences within six weeks after the project is completed.
8. b. Reimbursement of travel cost is restricted to expenses made by traveling directly from the place where the home university is to the organizing university.
9. c. Reimbursement will be done to the home universities and not to individual students.
10. Each partner university shall cover the expenses for its own supervisors.

#### ARTICLE 7 CONTACT PERSONS

1. For NEPTUNE the following person will be the contact:
2. Jarkko Surakka; Opistotie 2, 70100 Kuopio, Finland; tel: +358 44 785 6344 email: jarkko.surakka@savonia.fi; website: to be announced
3. For **TSTU** the following person will be contact person: Larisa Mikheeva, Head of International Relations Office, 106, Sovetskaya str., 392000, Tambov, Russia. Tel +7 4752 630112; E-mail: post@mcms1.tstu.ru
4. The contact person of **TSTU** will - among other things - maintain a regular contact with NEPTUNE and distribute the information from and to the participating department(s) and lecturers; provide NEPTUNE with necessary information like the annual timetables, and project information and work together with NEPTUNE to organize good projects.

#### ARTICLE 8 DURATION AND TERMINATION

This contract will automatically be renewed for another period of five years if NEPTUNE or **TSTU** has not previously terminated the contract in writing with a notice period of six months before the contract expires.

#### ARTICLE 9 LIABILITY AND INSURANCES

1. Neither NEPTUNE nor **TSTU** or another partner university shall be liable for any loss or damage from any cause whatsoever arising from or related to this contract or a NEPTUNE project whether such cause be based in contract, negligence, strict liability, tort, or otherwise, unless in case of intent or gross negligence of an executive.
2. Each partner university shall make such arrangements that the students and other persons who will participate in a project abroad will conclude adequate insurance contracts. Adequate insurance contracts include at least a health insurance contract and preferably also an accident insurance contract and a liability insurance.

#### ARTICLE 10 MODIFICATIONS

No modification to this contract will be binding, unless in writing and manually signed by an authorized representative of Savonia University of Applied Sciences and NEPTUNE project manager and **TSTU**

#### ARTICLE 11 DISPUTE SETTLEMENT AND LAW APPLICABLE

1. NEPTUNE and **TSTU** shall use their best efforts to settle amicably any dispute, controversy of claim arising out of, or relating to this contract.
2. Any dispute, including all manner of controversies or claims, whether in contract, tort or otherwise which may arise in connection with the contract or its application, implementation, validity, breach or termination or of any provision thereof, shall exclusively be settled by the competent court of Finland.
3. The contract shall in all respects be subject to the laws of Finland.

Agreed and drawn up in duplicate stamped and signed at:

Kuopio 31.1.2018

  
Kaija Sääsä

Director (Engineering, Business and Tourism)  
Savonia University of Applied Sciences



Tambov

  
Prof. Mikhail Krasnyanskiy

Rector of Tambov State  
Technical University

