Of/2-04-P-015-061

# FRAMEWORK AGREEMENT FOR COOPERATION

# between

## SAINT-PETERSBURG STATE UNIVERSITY, RUSSIAN FEDERATION

and

# UNIVERSIDADE DE SÃO PAULO BRAZIL

Federal State Budgetary Educational Institution of Higher Professional Education "Saint-Petersburg State University" (hereinafter referred to as SPbU), duly represented by its Deputy Rector for International Affairs, Alexander Gogolevsky, acting on the basis of proxy dated 26.01.2015 № 28-21-64,

And

Universidade de São Paulo represented by its President Marco Antônio Zago, (hereinafter referred to as USP),

hereinafter together referred to as the "Parties" and solely to as the "Party", enter into this Framework Agreement for Cooperation (hereinafter referred to as "Agreement") and agree to the following:

### 1. OBJECTIVES OF THE AGREEMENT

- 1.1 This cooperation shall include but not be limited to:
- a) the development of collaborative research projects;
- b) the organisation of joint academic and scientific activities, such as courses, conferences, seminars, symposia or lectures;
- c) academic and scientific exchange;
- d) students exchange;
- e) the exchange of publications and other informational materials of common interest.

### 2. GENERAL PROVISIONS

- 2.1 In order to carry out and fulfil the aims of the Agreement, the Parties will work out and sign Specific Agreements.
- 2.2 Either Party may initiate proposals for activities under this Agreement.

- 2.3 Specific details of any activity shall be set forth in a work program describing the forms, the means and the respective responsibilities, which shall thereupon be the object of a Specific Agreement, to be executed by the concerned parties.
- 2.4 The Specific Agreements may include such items as number and period of student and staff exchange, budgets and sources of financing, the responsibilities of each Party for the agreed upon activity and other items necessary for the efficient achievement of the activity.

#### 3. INTELLECTUAL PROPERTY

- 3.1 The Parties agree to abide by intellectual property rights of each Party created before the conclusion of the present Agreement.
- 3.2 The intellectual property rights created under the present Agreement will belong to the Party created the intellectual property.
- 3.3 In respect to intellectual property jointly created by the Parties under the present Agreement the Parties agree to conclude a separate agreement on the legal protection, deployment and ensuring of confidentiality of such intellectual property.

### 4. DURATION AND TERMINATION OF THE AGREEMENT

- 4.1 The Agreement shall become effective on the date that it is signed by the Parties and shall be valid for a period of 5 (five) years, but may be renewed upon the signature of a new agreement.
- 4.2 Any changes to the Agreement shall be subject to the written consent of both Parties.
- 4.3 This Agreement may be terminated by either Party at any time provided that the terminating Party gives written notice of its intention at least six months prior to termination.

#### 5. COORDINATION OF THE AGREEMENT

- 5.1. To ensure the technical-administrative coordination of this Agreement, USP hereby appoints the President of USP International Agency (AUCANI), and SPbU hereby appoints Deputy Rector for International Affairs.
- 5.2. It's incumbent on the Coordinators to provide solutions and to forward all academic and administrative issues that may occur during the effective term hereof, as well as to ensure supervision of the activities.

#### 6. FINANCIAL SUPPORT

6.1. The faculty members/researchers involved in the exchange programs hereunder shall not pay fees to the host institution. The remaining expenses (travel, accommodations and the like) shall be borne by the faculty member/researcher, who may seek funding from external agencies.



6.2. The students involved in the exchange programs hereunder shall pay the academic fees, if any, at their institution of origin. The remaining expenses (travel, accommodations and the like) shall be borne by the student. The existence of this Agreement shall not imply any obligation of the institutions to provide financial support.

#### 7. FINAL PROVISIONS

- 7.1 Should any dispute or disagreement arise between the Parties connected with or concerning the Agreement, the Parties shall first try to resolve the dispute by negotiations. If the dispute has not been resolved by such negotiations within 30 days since the dispute arose, the Parties shall be free to submit the dispute to a court of the respondent's place of business. The applicable law is law of the country where the questionable commitment arose.
- 7.2 Both Parties shall not use names and logos of the other Party without its prior consent, if it is not directly related to the performance of obligations under this Agreement.
- 7.3 Two copies of this Agreement are signed in English language, and two in Portuguese both versions with the same content and validity, one copy for each Party. In the event of divergence the English text shall prevail.

On behalf of Universidade de São Paulo

On behalf of Saint-Petersburg State University

Por delegação do M. Reitor Portaria GR 6580/2014 Raul Machado Neto

Presidente da Agência USP de Cooperação Acadêmica Nacional e Internacional

Marco Antônio Zago

Rector

0 1 SET, 2015

Alexander Gogolevsky Deputy Rector for

International Affairs