

N 16/14-03 om
31. 03. 2014

COOPERATION AGREEMENT

between

KAUNAS UNIVERSITY OF TECHNOLOGY

Kaunas, Lithuania

and

Ural Federal University

Ekaterinburg, Russia

Kaunas University of Technology, having its registered domicile at K. Donelaičio Str. 73, LT-44249 Kaunas, Lithuania, legal entity's number 111950581, duly represented by Petras Baršauskas, Rector, acting according to the Statute of Kaunas University of Technology (hereinafter referred to as "KTU");

and

Ural Federal University named after the first President of Russia B.N.Yeltsin having its registered domicile at Mira str. 19, 620002, Ekaterinburg, Russia, legal entity's number 1026604939855, duly represented by Rector, acting according to the Statute of Ural Federal University (hereinafter referred to as "UrFU");

both hereinafter separately referred to as the "Party", collectively – the "Parties", have decided to enter into the present Cooperation Agreement (hereinafter referred to as the "Agreement") and agree with conditions as follows.

1. Purpose of the Agreement

The Parties believe that the quality of research and teaching is enhanced with the establishment of international cooperation, and wish to enter into collaboration with a goal of mutual enrichment in scientific, academic and cultural areas.

2. Areas of Cooperation

Within fields that are mutually acceptable, the Parties undertake to explore the opportunities for collaboration, which may include the following general forms of cooperation:

- (a) Exchange of students.
- (b) Exchange of faculty members.
- (c) Joint development and promotion of academic publications and information.
- (d) Development of collaborative research.

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- (e) Sharing good practice.

3. Obligations of the Parties

- 3.1. The Parties intent to assist each other in the realization of the present Agreement.
- 3.2. The Parties will exchange information and analytical materials essential for the most effective realization of the Parties Responsibilities identified in the given Agreement.
- 3.3. Scheduled specific events will be carried out on the basis of additional contracts and agreements.
- 3.4. Both Parties agree that, prior to the initiation of any particular exchange and any other activity encompassed by this Agreement, all financial arrangements with regard to that particular exchange and collaborative activity shall be settled in detail.

4. Financial Arrangement

The Parties understand that all financial arrangement will depend on the availability of funds and will be negotiated as well as mutually agreed in other legally binding agreements. The Parties will seek financing of activities from sources available to them.

5. Confidentiality obligation and intellectual property rights

- 4.1. The Parties agree to treat information, documentation and results of the cooperation or joint research activities as confidential and not to disclose it to any third parties without written consent of the other Party.
- 4.2. The above clause relating to confidentiality shall not extend to publishing of results of research in the form of conference-papers and articles in scientific periodicals. In any case one Party has an obligation to inform the other in writing about its intentions to publish results of research.
- 4.3. Confidentiality obligation shall not extend to information which the receiving Party is compelled to release by law or legal process, provided that the receiving Party provides the other Party with prompt notice of such compulsion as to provider an opportunity to seek a protective order.
- 4.4. Each Party shall remain the proprietor of patented and unpatented results, which were obtained by that Party prior to signing the present Agreement, or which will be obtained as a result of its own work within the scope of cooperation unless otherwise agreed in writing in additional agreement(s).
- 4.5. Intellectual property rights of any results from the Parties' mutual cooperation or joint research activities shall belong to the Parties according to their contribution into common research or other activity unless otherwise agreed in writing in additional agreement(s).
- 4.6. The Parties undertake to protect intellectual property rights and exploit the results of mutual scientific cooperation according to the industrial laws and regulations in force in their countries.

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6. Dispute Settlement

- 6.1. If there is a dispute between the Parties arising out of or in connection with the present Agreement or out of activities undertaken under the Agreement the Parties agree to settle it by direct negotiations.
- 6.2. If the dispute cannot be settled amicably within 30 days after the start of negotiations, the Parties agree to settle the dispute in accordance with the laws in the courts of the country where the defendant Party has its registered domicile.

7. Validity and Termination of the Agreement

- 7.1. This Agreement comes into force when the authorized representatives of both Parties have signed it and is valid for a period of 5 (five) years.
- 7.2. Either Party may terminate this Agreement by giving the other Party a 6 (six) months prior written notice.
- 7.3. The Agreement may be terminated upon written consent of the Parties as well.
 - a. The terms of the Agreement can be amended only upon mutual consent of the Parties; addendums and amendments are valid only if they are made in writing and signed by the authorized representatives of the Parties.

8. Language of the Contract

The Agreement is drawn up in English. In case this Agreement is translated into other languages than English and in the event of conflict between the English and the alternative version, the English version shall prevail.

9. Responsible Persons

- 9.1. The responsible person at administrative level at KTU is Ms. Živilė Paužaitė, Manager of International Academic Exchange and Networks Office, Department of International Relations, (zivile.pauzaite@ktu.lt ; phone: +370 37 300035).
The responsible person at administrative level at UrFU is Ms. Victoria S. Beliaeva, Director of Centre of International Communication and Protocol, (v.s.belyaeva@urfu.ru; +7 (343) 375 46 27).
- 9.2. Both Parties shall notify each other in writing in case of any changes of the responsible person.

10. Final Clauses

- 10.1. This Agreement constitutes the entire agreement between the Parties. No amendments, consent or waiver of terms of this Agreement shall bind either Party unless in writing and signed by the authorized representatives of both Parties.
- 10.2. Both Parties guarantee that they are represented by the authorized persons indicated as

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signing this Agreement.

10.3. The Agreement is made in 2 (two) equally binding copies in English – one copy for each Party.

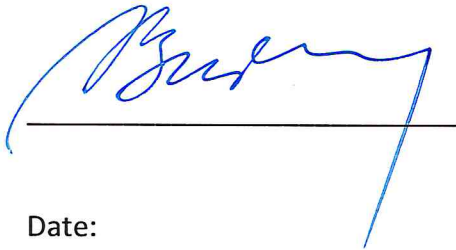
10.4. The Agreement has been accepted by both Parties and supersedes any existing cooperation agreements and understandings between the Parties.

Kaunas University of Technology

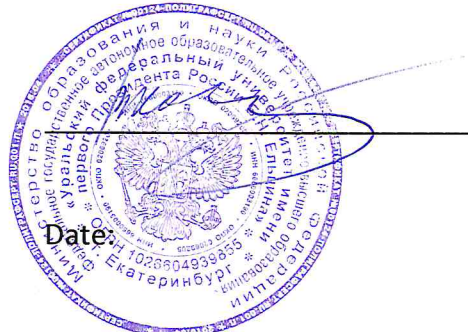
Ural Federal University

Petras Baršauskas, Rector

Victor Koksharov, Rector



Date:



Date:

Responsible Person on behalf of KTU
Živilė Paužaitė

Responsible Person on behalf of UrFU
Victoria S. Beliaeva

Date:

Date:

Gintarė Vilbikienė, Head
Academic Exchange and
Networks Office Department of
International Relations

2016. 06. 21

Sign	
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