



FRAMEWORK AGREEMENT ON STRATEGIC COOPERATION

Between

SAINT-PETERSBURG UNIVERSITY

And

FREIE UNIVERSITÄT BERLIN

Dated 22.05.2012

FRAMEWORK AGREEMENT ON STRATEGIC COOPERATION

THIS FRAMEWORK AGREEMENT ON STRATEGIC COOPERATION is made on 22.05.2012.

BETWEEN:

- (1) **FEDERAL STATE BUDGETARY EDUCATIONAL INSTITUTION OF HIGHER PROFESSIONAL EDUCATION "SAINT-PETERSBURG STATE UNIVERSITY"**, having its principal address at Universitetskaya nab. 7-9, 199034 Saint-Petersburg, Russia, and represented by Vice-Rector Prof. Sergey Tunik,

AND

- (2) **FREIE UNIVERSITÄT BERLIN**, having its principal address at Kaiserswerther Straße 16 - 18, 14195 Berlin, Germany, and represented by **its President Univ.-Prof. Dr. Peter-André Alt**

(hereinafter jointly referred to as the "**Parties**" and singularly as a "**Party**".)

IN LIGHT of a long and fruitful cooperation, Saint-Petersburg University and the Freie Universität Berlin herewith agree to further broaden and intensify their partnership, and to renew and expand their existing cooperation agreement signed in 2006.

WHEREAS the Parties agree to promote exchange and joint research and development activities of mutual interest in accordance with their respective needs and objectives and in the spirit of a strategic partnership, and shall, by joint agreement, determine the areas and subject of such collaboration, on the basis of the understanding set out in this Framework Agreement on Strategic Cooperation (hereinafter - "**Agreement**").

1 AREAS OF COOPERATION

The Parties agree to actively advance their collaboration in the following relevant areas:

- (a) the exchange of students, under conditions outlined in Protocol on student exchange to this Agreement;
- (b) the exchange and joint supervision of doctoral students;
- (c) the exchange of researchers and faculty, under conditions outlined in Protocol on Academic Exchange to this Agreement;
- (d) the exchange of scientific, academic, and technical information and appropriate academic materials and other information of mutual interest for which each Party holds intellectual property rights;
- (e) the identification of opportunities for cooperation and joint research and development in disciplines of mutual interest;
- (f) the identification of and support for joint research proposals;
- (g) the identification of opportunities for the commercialisation of technology; and
- (h) the organisation and participation in joint academic and scientific activities such as seminars, symposia and conferences.

2 PARTNERSHIP COORDINATION

- 2.1 Each party shall appoint a partnership coordinator whose function is to consider and expand the partnership between both universities (interest new departments, arrange work programs and coordinate meetings) in cooperation with the respective administrative units.
- 2.2 When a new partnership coordinator is appointed, all involved personnel must be informed as soon as possible.

3 ARRANGEMENTS AND FUNDING

- 3.1 To implement the collaborative activities envisaged under this Agreement, representatives of the Parties may meet periodically to negotiate and conclude specific project agreements and programmes of cooperation, including the terms for their financing, with each other and with other parties provided that neither Party shall have the power to bind the other Party without the other Party's consent in writing.
- 3.2 The financial arrangement relating to each collaborative activity will be in accordance with the specific project agreement and programme of cooperation covering each collaborative activity. The Parties agree that in the absence of any specific agreement to the contrary, all expenses, including but not limited to, salary, travel, living and allied costs relating to each collaborative activity shall be borne by the Party who incurs such expenses.

4 INTELLECTUAL PROPERTY, INVENTIONS AND INNOVATIONS

- 4.1 The terms with respect to title to and exploitation of intellectual property, inventions and innovations (including but not limited to trademarks and service marks, copyright, patents, know-how, designs and confidential information on the subject of such intellectual property, inventions and innovations) will be negotiated on a project-by-project basis in the specific project agreements and programmes of cooperation referred to in Clause 3. Save as aforesaid, nothing in this Agreement shall be construed as a license or transfer or an obligation to enter into any further agreement with respect to any intellectual property currently licensed to or belonging to either Party.
- 4.2 All intellectual property held by a Party prior to entering into this Agreement or disclosed or introduced in connection with this Agreement and all materials in which such intellectual property is held, disclosed or introduced shall remain the property of the Party introducing or disclosing it.

5 PUBLICATION OF ARTICLES

Each Party may, with the written consent of the other Party, such consent not to be unreasonably withheld, publish the findings of the collaborative activities of the Parties in the form of an article in a journal, newspaper or other magazine, provided that where an application for registration of a trademark, service mark or design, or an application for a patent, will be made, such an article shall not be published for a period of up to ninety (90) days for the said application to be made. A copy of the article to be published shall be provided to the Party whose written consent is required hereunder prior to publication of the same for that Party's perusal and written consent.

6 AMENDMENTS

This Agreement may be amended and supplemented in writing at any time by the mutual consent of the Parties in writing.

7 TERM OF AGREEMENT

7.1 This Agreement shall commence on the Effective Date and shall remain in force for a period of five years. Thereafter, it shall renew itself automatically for a successive period of one year unless either of the Parties notifies the other Party in writing of its desire to terminate it at least ten months before the expiry of its initial or the relevant extended period.

7.2 The termination of this Agreement shall not affect the implementation of the projects or programmes established under it prior to such termination which are subject to specific project agreements.

8 FINAL PROVISIONS

8.1 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, 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.

8.2 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.

8.3 Two copies of this Agreement are signed in English with the same content and validity. One copy for each Party.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed on the day and year first abovementioned. After signing the present Agreement the Cooperation Agreement dated to 2006 will be expired.

SIGNED for and on behalf of
Federal State Budgetary Educational Institution
of Higher Professional Education
"Saint-Petersburg State University"



Prof. Sergey Tunik

Vice-Rector

SIGNED for and on behalf of
Freie Universität Berlin



Univ.-Prof. Peter-André Alt

President

Date: May 22, 2012

Управление
Международных связей СПбГУ

08/2-04 - П - 012 - 039

Дата 01.06.2012 Регистратор 

Date: May 22, 2012