

**A COOPERATION AGREEMENT ON REALIZATION OF
“SPHERICAL TOKAMAK WITH TOROIDAL MAGNETIC FIELD 3T”
MEXICAN-RUSSIAN JOINT RESEARCH PROJECT**

between

**SAINT-PETERSBURG STATE UNIVERSITY,
RUSSIAN FEDERATION**

and

**THE AUTONOMOUS UNIVERSITY OF NUEVO LEON,
UNITED MEXICAN STATES**

for the period from 2018 till 2020

Federal State Budgetary Educational Institution of Higher Education «Saint-Petersburg State University» (hereinafter referred to as SPbU), duly represented by its Vice-Rector for International Affairs Sergey Andryushin (proxy dated 07.12.2017 № 28-21-410), on the one part,

and

The Institution of Higher Learning «Autonomous University of Nuevo Leon» (hereinafter referred to as The UANL), duly represented by its President Rogelio Garza Rivera on the other part,

hereinafter together referred to as the “Parties” and solely to as the “Party”,

in accordance with the Framework Agreement for Cooperation concluded by the Parties on February, __, 2018, the Parties have concluded to that effect the following Cooperation Agreement (hereinafter referred to as the “Agreement”) on Realization of “Spherical Tokamak With Toroidal Magnetic Field 3T” Mexican-Russian Joint Research Project (hereinafter referred to as “The Project”).

§ 1. Cooperation Object

1.1. The cooperation object in the present Agreement is to establish the research Project based on mutual existing teaching and research resources of plasma physics. The Project develops knowledge on plasma physics and experience on experimental magnetic confinement devices, as well as research and design of devices, as well as establishing and strengthening scientific relationship between United Mexican States and Russian Federation in this field.

§ 2. Cooperation Mechanisms

- 2.1. The present Agreement shall enter into force upon its signature and shall be valid during the period from 2018 till 2020.
- 2.2. Both Parties wish to undertake activities pursuant to the promotion of knowledge through collaborative projects including, but not being restricted, to the following:
 - a) conducting joint research and academic activities and continuing education projects;
 - b) exchange of information and publications pertaining to developments in teaching, student development and research at each institution;
 - c) publication of papers, journals, textbooks and tutorials;
 - d) organization of seminars, symposia, conferences, short courses and meetings on research issues;
 - e) formation of bilateral scientific research staff, academic, and student exchange system.
- 2.3. The Parties define by mutual agreement the respective areas in which the cooperation and exchange will be implemented.
- 2.4. The Parties agree that the total annual duration of exchange in the frameworks of the present Protocol should not exceed 30 (90) days and 5 researchers per one year at each university.
- 2.5. All the exchange participants should have a medical insurance valid on the territory of the host country during the whole exchange period.
- 2.6. Possibility and terms of acceptance of academic and research staff over the total annual duration of exchange stated in cl. 2.4 will be agreed separately in each case.
- 2.7. The final decision on the admission possibility and terms of each exchange participant (including the duration and organizational support as well as the final program of visit) shall be made by the host university.
- 2.8. Within the duration of the present Agreement, detailed directions and contents of both Parties' scientific research cooperation and joint education as well as exchange conditions for scientific research staff and students shall be determined by special provisions in additional agreements and appendixes to the present Agreement.
- 2.9. The UANL GIF Fusion Research Group has designed an experimental small magnetic confinement device and shall work together with SPbU staff in SPbU on the construction of two small magnetic confinement devices (tokamaks). Once two small magnetic confinement devices (tokamaks) are completed, one of them is to be sent to the UANL as the property of the UANL and one of them is to remain in SPbU as the property of SPbU.
- 2.10. Each Party shall not use names and logos of the other Party without its prior consent, if not related directly to the performance of obligations under the present Protocol, except as provided by law.
- 2.11. The Parties agree to abide by intellectual property rights of each Party created before the conclusion of the present Agreement.
- 2.12. The intellectual property rights created under the present Agreement will belong to the Party created the intellectual property.
- 2.13. 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.

§ 3. Financial Obligations

- 3.1. The UANL, through its School of Mechanical and Electric Engineering, agrees to carry out funding of the Project and provides a financial contribution to implement the Project and all activities stipulated in the present Agreement.
- 3.2. The scope of activities under the present Agreement shall be determined by the funds available as well as by financial assistance which may be obtained from external sources.
- 3.3. Each contracting party will use its best endeavors, singularly or jointly, to seek and obtain additional funding from outside sources that will facilitate the implementation of all activities stipulated in the present Agreement.
- 3.4. The exchange participants shall be provided by the UANL (if the necessary funds are available) free of charge accommodation and a daily allowance in the UANL.
- 3.5. All visa related expenses, medical insurance expenses, travel expenses and any additional expenses related to the participation in the exchange shall be covered by the exchange participant, or by the home university, or by a third party, in accordance with the national law.
- 3.6. The Parties undertake not to impose any charges (admissions and taxes) to the exchange participants in connection to their participation in the exchange, with the exception of those relating to optional activities offered, as well as charges indicated in cl. 3.5.

§ 4. Authorized representatives.

- 4.1. The UANL and SPbU jointly coordinate the implementation of the activities of the Project.
- 4.2. Each Party selects and proposes its responsible person and implementation unit to coordinate the present Agreement in implementation of the Project.
- 4.3. SPbU proposes Dr. Nikolay Aleksandrovich Timofeev, Full Time Professor, and the Department of Physics as the responsible person and the implementation unit (Faculty, Department or Institution) in SPbU;
The UANL proposes Dr. Max Salvador Hernandez, Full Time Professor (responsible for the Fusion Research Group, GIF, Spanish acronyms), and the Mechanical and Electrical Engineering Faculty as the responsible person and the implementation unit (Faculty, Department or Institution) in the UANL.

§ 5. Other provisions

- 5.1. The present Agreement shall become effective on the date of its signing by both Parties and shall be valid during the period from 2018 till 2020 for 3 (three) years, but may be renewed upon the written mutual consent.
- 5.2. The present Agreement may be terminated by either Party at any time provided that the terminating Party gives written notice of the termination. The Agreement ceases to be in force after the termination, whereas the Parties agree to complete the initialized activities.
- 5.3. Any changes or amendments to the present Agreement shall be done in writing and signed by the authorized representatives of the Parties.

- 5.4. Cooperation of the Parties within the frameworks of the present Agreement shall be carried out in accordance with the Agreement, as well as procedures, policies and practices of each Party and in accordance with the law of the Russian Federation and the law of United Mexican States.
- 5.5. Shall any dispute or disagreement arise between the Parties connected with or concerning the present Agreement, the Parties shall first try to resolve the dispute by negotiations. In case that the controversy should persist, the parties will submit to the resolution of the arbitration committee designated by mutual agreement of the parties.
- 5.6. The present Agreement is signed in two copies in English – one copy for each Party.

On behalf of
Federal State Budgetary Educational
Institution of Higher Education «Saint-
Petersburg State University»

Sergey Andryushin
Vice-Rector for International Affairs

Date: 


On behalf of
The Institution of Higher Learning
«Autonomous University of Nuevo
Leon»

Rogelio Garza Rivera
President

Date: 


02 AGO. 2018

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