



№ 01/п-40-843-СТСРЧ
от 30.09.2021

FRAMEWORK AGREEMENT FOR COOPERATION

between

KOREA MARITIME INSTITUTE

and

**SAINT-PETERSBURG UNIVERSITY,
RUSSIAN FEDERATION**

WHEREAS, Korea Maritime Institute (hereinafter referred to as “KMI”) , duly represented by Kim Jong Deog, the acting President Korea Maritime Institute, is a national research institute for the Government of the Republic of Korea, whose mission is to conduct research for recommending optimal policy in the marine sector, including maritime transport, port development, marine and coastal management, and fisheries, through specialized research and technical innovations, while positioning itself as one of the world's leading maritime research institutions including Arctic affairs;

WHEREAS, Federal State Budgetary Educational Institution of Higher Education “Saint-Petersburg State University” (hereinafter referred to as “St Petersburg University/SPbU”), duly represented by its Vice-Rector for International Affairs Sergey Andryushin, acting on the basis of proxy dated 21.12.2020 № 28-21-356 is the oldest institution of higher education in Russia;

CONSIDERING THAT, KMI and SPbU (hereinafter referred to as the “Parties”, and individually, each a “Party”) wish to formalize a basis on which the Parties may explore opportunities for cooperation and collaboration on matters of common interest, and to render their respective activities mutually beneficial;

NOW, THEREFORE, the Parties have agreed to enter into this FRAMEWORK AGREEMENT FOR COOPERATION (hereinafter referred to as the “Agreement”), as follows:

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) the exchange of publications and other informational materials of common interest.

- 1.2. This Memorandum sets forth a non-exclusive, non-binding statement of mutual understanding, intended to establish a general framework for a long-term cooperative relationship between the Parties. The objective of this Memorandum is to identify the technical areas and topics on which the Parties intend to cooperate.

2. GENERAL PROVISIONS

- 2.1 This Agreement is not intended to create legal relations or obligations between the two Parties or to impose formal obligations on them. Any specific activities identified under this Agreement as opportunities for collaboration between the Parties will be the subject of special written Agreements between the Parties. In keeping with the administrative nature of this type of arrangement, no provision of this Agreement will be construed as interfering in any way with the independent decision-making autonomy of the Parties with regard to their respective affairs and operations. Furthermore, this Agreement shall not represent any commitment on the part of either Party to give preferred treatment to the other in any matter contemplated under this Agreement or otherwise.
- 2.2 Parties agree to hold bilateral meetings if it becomes necessary. Details of a bilateral meeting will be decided by mutual Agreement.
- 2.3 Either Party may initiate proposals for activities under this Agreement.
- 2.4 Both Parties understand and acknowledge, however, that each may elect to discontinue discussions and negotiations, and in that event, each Party shall bear its own costs and expenses without incurring responsibility for expenses or damages of whatever nature to the other Party.
- 2.5 This Agreement may be amended and supplemented in writing at any time by mutual written consent of the Parties.

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. REPRESENTATIONS TO THE PUBLIC AND CONFIDENTIALITY

- 4.1 "Confidential Information" means all documents, data and other information that are not already in the public domain, whether in written, electronic or other form, and which one Party provides to the other Party in connection with this Agreement, a collaborative project or program, or which one or both Parties otherwise acquire in the course of such activities. The Parties shall undertake to protect "Confidential Information" from unauthorized disclosure to third parties, and shall not use it for any purpose other than as specifically contemplated under this Agreement.
- 4.2 Neither of the Parties shall disclose Confidential Information to any third parties without the prior written consent of the other Party, except in the event of a written order by a judicial tribunal or other governing authority or by an authorized party to such proceedings. In that event, the Party receiving a disclosure order shall notify the other Party promptly and give the other Party an opportunity to respond, consistent with time limitations and as otherwise appropriate.

4.3 Notwithstanding the generality of the above, the Parties may notify other persons of the existence, but not the specific terms, of this Agreement or any collaborative project or program.

5. DURATION AND TERMINATION OF THE AGREEMENT


- 5.1 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 till December 31, 2025, but may be renewed by mutual written consent.
- 5.2 Any changes to the Agreement shall be subject to the written consent of both Parties.
- 5.3 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.

6. RESOLUTION OF CONFLICT

- 6.1 During the course of this Agreement, the Parties will be promptly notified of any problem that may impact adversely on the potential of the Parties to collaborate effectively. The Parties appropriate action to seek an amicable resolution.
- 6.2 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.
- 6.3 Two copies of this Agreement are signed in English; one copy for each Party.

IN WITNESS WHEREOF, the Parties hereto, each acting through its duly authorized representative, have signed this Agreement in two (2) originals in the English language on the dates indicated below.

On behalf of
Korea Maritime Institute


Jong-Deog KIM
The acting President, Vice president for
Research

Date: 30. sep. 2021

On behalf of
Federal State
Educational Institution of Higher Education
"Saint-Petersburg State University"

~~Sergey ANDRYUSHIN~~ 
Acting Vice-Rector for International Affairs

Date: 30. 09. 2021

