



№ 01/1-40-59-СПбГУ

FRAMEWORK AGREEMENT FOR COOPERATION

This Agreement (hereinafter referred to as “Agreement”)
is made on the 28 day of 03 2022 (“Effective Date”)

Between:

(1) **Federal State Budgetary Educational Institution of Higher Education “Saint Petersburg State University”** (hereinafter referred to as SPbU), located at Saint Petersburg, duly represented by its Vice-Rector for International Affairs Sergey Andryushin, acting on the basis of proxy dated 15.12.2021 № 32-06-409, and

(2) **University of Macau** (hereinafter referred to as UM), located at Avenida da Universidade, Taipa, Macao SAR, the People’s Republic of China, represented by its Vice Rector (Global Affairs), Prof. Rui Paulo da Silva Martins, exercising the delegation of power from Rector, published in the BO on 15.08.2018, No. 33, 2nd series,

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 educational and scientific activities, such as courses, conferences, seminars, symposiums or lectures;
- c. academic and scientific exchange;
- d. student exchange;
- e. the exchange of publications and other information of common interest;
- f. the development of collaborative educational projects including the development and implementation of educational programs.

2. GENERAL PROVISIONS

2.1. In order to carry out the aims of the Agreement, the Parties agree that any specific arrangements in pursuance of these objectives will be subject to the normal review and approval processes at each institution and if approved, will be implemented by further signed agreements.

2.2. Either Party may initiate proposals for activities under this Agreement.

2.3. Specific details of any activity, exchanges and other forms of cooperation, including financial arrangement and responsibilities of each Party, will be developed mutually for each specific case and defined in a further agreement signed by the authorised representatives of each Party.

2.4. Each Party will pay its own costs relating to the negotiation, preparation, execution and implementation of any further agreements between 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, utilization and ensuring of confidentiality of such intellectual property.

4. DURATION AND TERMINATION OF THE AGREEMENT

- 4.1. The Agreement shall enter into effect on the date of its signature by the Parties and shall be valid for a period of 3 (three) years and it can be automatically renewed once only for the same period without re-signing.
- 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. FINAL PROVISIONS

- 5.1. 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. Each party irrevocably agrees that any proceedings relating to any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation instituted against UM by SPbU shall be brought in the courts of Macau and subject to the laws of Macau and any such proceedings against SPbU by UM shall be brought in the courts of Russian Federation and subject to the laws of Russian Federation. Each party agrees that the courts of Macau and the courts of Russian Federation shall have jurisdiction over such disputes or claims save that any counterclaim may be brought in any proceedings already commenced.
- 5.2. 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 except as provided by law.
- 5.3. Two copies of this Agreement are signed in English; one copy for each Party.

On behalf of

On behalf of

Federal State Budgetary Educational Institution of Higher Education "Saint Petersburg State University"

University of Macau

Sergey Andryushin
Vice-Rector for International Affairs
Date: 14/4/2022

Prof. Rui Paulo da Silva Martins
Vice Rector (Global Affairs)
Date: 14/4/2022

