

№ 01/1-70-60-СПбГУ

## FRAMEWORK AGREEMENT FOR COOPERATION

between

**SAINT-PETERSBURG UNIVERSITY,  
RUSSIAN FEDERATION**

and

**UNIVERSIDAD DE ORIENTE, REPUBLIC OF CUBA**

Federal State Budgetary Educational Institution of Higher Education "Saint-Petersburg State University" (hereinafter referred to as SPbU), duly represented by its Acting Vice-Rector for International Affairs Valeriya Malomuzh, acting on the basis of proxy dated 15.12.2021 № 32-06-408, and Universidad de Oriente (hereinafter referred to as UO), represented by Dr. Diana Sedal Yanes, in her capacity as Rector and legal representative of the institution, appointed by Resolution No. 64 dated June 12, 2017 of the Minister of Higher Education of the Republic of Cuba, 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 will work out and sign the annexes to this Agreement.
- 2.2. Either Party may initiate proposals for activities under this Agreement.
- 2.3. Specific details of any activity can be set forth in the annexes to this Agreement upon signing by the authorised representatives of each Party.
- 2.4. The annexes may include such items as exchange conditions of student and staff exchange, budgets and sources of financing, the responsibilities of each Party for the agreed upon activities and other items necessary for the efficient achievement of the activity.

### 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 COORDINATION AND FOLLOW-UP

4.1 For the adequate development of the activities referred to in this instrument, the parties shall constitute a Coordination and Follow-up Commission, whose attributions shall be:

- a) To determine the actions approved and feasible for execution.
- b) To coordinate the preparation and signing of the specific agreements arising from the present instrument.
- c) To follow up on the specific agreements and evaluate their results.
- d) Any others agreed upon by the parties.

4.2. The Coordination and Follow-up Commission shall be made up of one person responsible for each of the parties, for this purpose:

The SPbU, designates:

\_\_\_\_\_, whose office is located at \_\_\_\_\_  
Email, \_\_\_\_\_.

The UO designates:

Director of International Relations of the Universidad de Oriente, whose office is located at Avenida Las Américas s/n. Santiago de Cuba, Cuba, CP 90400. Email, [dri@consejo.uo.edu.cu](mailto:dri@consejo.uo.edu.cu).

### 5 DURATION AND TERMINATION OF THE AGREEMENT

- 5.1. 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, 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.
- 5.4. This Agreement is concluded without mutual financial obligations of the Parties. Financial conditions and obligations are stipulated in Agreements that are additionally concluded between the Parties.

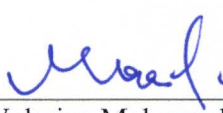


### 6. FINAL PROVISIONS

- 6.1. 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 of the respondent's place of business. The applicable law is law of the country where the questionable commitment arose.
- 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 except as provided by law.
- 6.3. The Parties agree to post on their websites reciprocally information about the partner university, including reference link to the universities' websites and links to online courses/MOOCs.



6.4. This framework cooperation agreement is drawn up in the English, Russian and Spanish languages, each of which must be considered authentic. Each Institution will keep a copy of each language.

And in proof of conformity, they sign this Framework Agreement at the Convention Center, Havana on the \_\_\_\_ day of the month of February 2022.

<p>On behalf of Federal State Budgetary Educational Institution of Higher Education “Saint-Petersburg State University”</p>  <p>Valeriya Malomuzh Acting Vice-Rector for International Affairs</p>  <p>Date: <u>09.02.2022</u></p>	<p>On behalf of Universidad de Oriente</p> <hr/> <p>Dra. Diana Sedal Yanes Rector</p>  <p>Date: _____</p>
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