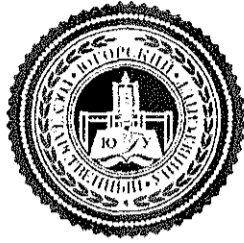


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UNIVERSITÉ DE
VERSAILLES 
ST-QUENTIN-EN-YVELINES
université PARIS-SACLAY

FRAMEWORK COOPERATION AGREEMENT

Between

THE UNIVERSITE DE VERSAILLES SAINT-QUENTIN-EN-YVELINES
(Versailles, France)

And

YUGRA STATE UNIVERSITY
(Khanty-Mansiysk, Russia)

It is the desire of the parties named herein that a Framework Cooperation Agreement be formalised based on the headings set out below:

Article 1. Parties to the Understanding

The Université de Versailles Saint-Quentin-en-Yvelines (UVSQ), 55 avenue de Paris, 78035 Versailles Cedex, France, represented by its President **Didier Guillemot** Khanty-Mansiysk,

and

Yugra State University (YuSU), 16, Chekhov str., 628012, Khanty-Mansiysk, KHMAO-Yugra, Russia, represented by its Rector **Tatiana Karminskaja**, on the other hand.

Article 2. Statement of purpose

The Parties recognise that they have many interests in common and that there will be mutual benefits from this collaboration.

These should be part of this Framework agreement.

Article 3. Subject Areas

The subject areas for potential collaboration have been identified as, but not limited to, the following activities, in respect to the common interests and rules defined in this Agreement:

- a) Exchange of information, documents, publications and teaching materials with respect to each university;
- b) Exchange of teachers, researchers, teachers-cum-researchers and post-graduate students for research for preparatory, teaching and/or research visits;
- c) Exchange of first, second and third cycle students, for study and/or research;
- d) Organisation of joint colloquiums, conference cycles and internships in either or both countries;
- e) Development of joint activities of common interest related to teaching and research.

Article 4. Co-ordination of this Framework Agreement

Each mutually identified and agreed activity, shall be covered by a separate agreement signed by both Parties; reference to this Framework Agreement shall be included. The separate agreement shall specify the implementation provisions for each activity and indicate the financial arrangements to apply.

Article 5. Confidentiality

Each party agrees not to publish or disclose, by any means, directly or indirectly, expressly or implicitly, all scientific, technical, commercial or any other kind of information belonging to the other party, as well as the results generated by the collaboration which could be known during the implementation of this Framework Cooperation Agreement and of the separate agreements (defined in Article 4). This shall remain so as long as this information does not belong to the public domain. This commitment shall remain in effect for a period of five (5) after the end of this Framework Cooperation Agreement or of a separate agreement when appropriate, notwithstanding their termination or their date of maturity.

Article 6. Publication

Unless otherwise specified in separate agreements (defined in article 4), publication and/or communication of the results related to the collaboration between the parties shall be made by mutual consent and shall mention their respective participation.

Article 7. Intellectual property

7.1 Ownership of knowledge

The ownership of knowledge (patented and unpatented inventions, existing software, know-how...) acquired by a party prior to or independently from the collaboration with the other party remains its property. The Framework agreement does not bestow any rights on titles and corresponding intellectual property rights on the other party.

7.2 Knowledge resulting from the collaboration

The knowledge resulting from the collaboration between the parties shall be jointly owned by the parties, on a par with their respective material, human, intellectual and financial contributions. The parties shall meet at a later stage to define the conditions of distribution and management of this co-ownership by drawing up a co-ownership agreement. This co-ownership agreement shall respect the following principles:

- the parties shall have a share on the knowledge resulting from the collaboration in proportion with their respective contributions
- the co-ownership agreement shall be signed prior to any industrial and/or commercial exploitation of the knowledge
- each party shall be free to use the knowledge resulting from the collaboration for its own needs of research
- each party shall be free to use the knowledge resulting from the collaboration for industrial and/or commercial purposes; the use of the knowledge shall be subject to a fair financial compensation in favour of the other party
- the parties shall jointly file industrial property rights resulting from the knowledge of their collaboration, on a par with their respective share of ownership. If one party does not wish to file them, the other party may do it on its own.

Article 8. Duration and termination of this Framework Agreement

This Framework Agreement shall remain in effect for a period of five (5) years commencing from the date of the last signature.

If the Framework Agreement expires during the academic year in progress, it shall be automatically extended until the end of this academic year.

At the end of the fifth year, the renewal of the Framework Agreement shall be subject to approval from the relevant authorities.

This Framework Agreement may be terminated by either party, from one academic year to the next, by providing written notification at least ninety (90) days before the scheduled expiry date of this Framework Agreement; and in any case no later than June, 30th of the

academic year in progress. In that case, the Parties shall complete the actions under current implementation until the end of the current academic year.

Exercising the right of termination shall in no way affect the provisions applicable to intellectual property, confidentiality and dispute settlement which shall still continue to apply after termination.

Article 9. Disclaimer

Any constraints or financial obligations shall not be imposed by either party upon the other in carrying out this Framework Agreement.

Article 10. Disputes

In case of dispute between the Parties related to the execution of this Framework Agreement, the Parties may attempt to settle the dispute amicably. Failing the amicable settlement, the dispute shall be submitted to the competent court at the request of the first Party to act.

Executed by both Universities, in French and in English, both in duplicate copies, each of which shall be deemed an original. Each university shall keep one (1) copy of each version.

Versailles,.....

Khanty-Mansiysk, 20.11.17.....

Didier GUILLEMOT
President of the Université de Versailles
Saint-Quentin-en-Yvelines

Tatiana KARMINSKAIA
Rector of Yugra State University

