



**GENERAL AGREEMENT OF EDUCATION, CULTURAL AND SCIENTIFIC
COLLABORATION BETWEEN**

"DUNAREA DE JOS" UNIVERSITY OF GALATI (ROMANIA)

AND

PETRO MOHYLA BLACK SEA NATIONAL UNIVERSITY (UKRAINE)

"DUNAREA DE JOS" UNIVERSITY OF GALATI (DJUG), represented by the Rector, **PROFESSOR MARIAN BARBU, Ph.D.**, appointed by the Order of the Romanian Minister of Education no. 4435/15.05.2024, with the head office in Galati, str. Domneasca, no. 47, postal code 800008, ROMANIA, telephone: (0040) 336 130 109, fax: (0040) 236 461 353, e-mail: rectorat@ugal.ro and holding the legal representation of the University,

and

PETRO MOHYLA BLACK SEA NATIONAL UNIVERSITY, represented by the Acting Rector Leonid KLYMENKO, with the head office in 68 Desantnykiv street, building 10, Mykolayiv postal code 54003, UKRAINE, telephone: (0512) 500 333, fax: (0512) 500 333, e-mail: rector@chmnu.edu.ua appointed by the Order of the Ministry of Education and Science of Ukraine "On Extension of the acting Rector's obligations" No. 407-k-24 dated 23.12.2024, considering that the development of a cultural and direct scientific collaboration would be of mutual advantage to both Institutions, agree to the following:

HEREBY STATE

- I.** That the signing institutions share mutual education, academic and cultural interests.
- II.** That the very nature, purpose, and goals of universities make them the most appropriate institutions to establish channels of communication which will lead to an exchange of educational, scientific and cultural knowledge.
- III.** That the universities are institutions with their own legal structure that enables them to develop agreements of this kind for the achievement of the goals to which they aspire.



IV. In view of the above, the signing parties state their interest in carrying out scientific, academic, and cultural exchanges that will enable them to strengthen their academic ties with partner institutions and will therefore establish the necessary means for doing so.

Therefore, both institutions decide to establish a cooperation agreement under the following terms.

TERMS

FIRST - The partner universities agree to exchange their expertise and personnel in the fields of education, research, and culture in those areas they find of interest.

The development of these activities and the source of their funding and human and material resources required for their implementation will be detailed in specific and separate agreements.

SECOND - To achieve the above mentioned aim, the parties will set up and develop cultural and scientific exchange programmes on a yearly basis, which will include:

1. The development of joint research projects.
2. Graduate, postgraduate or research study programmes.
3. The exchange of professors, researchers, students and administration staff. In order to implement all the above mentioned exchanges, the parties need to establish particular bilateral agreements detailing the terms under which these exchanges will take place.
4. The aim of sharing information about their organization, structure and evaluation of their annual programmes.
5. Courses, seminars, symposia involving professors of both institutions.
6. The exchange and dissemination of publications and reference material.

THIRD - This agreement may be amended or expanded by an addendum and mutual agreement should one of the parties request it. The modifications will come into force from the date agreed upon by both institutions.

FOURTH - Any reports, databases, or other data or information resulted from this General Agreement are the sole property of the issuer. The parties undertake to maintain the confidentiality of the information, not to disclose it to third parties, to use it only for the purposes related to this agreement

in order not to harm the other party in any way. Upon termination of the agreement, the parties will not use the resulting information for purposes unrelated to the general agreement without the prior written consent of the other party.

FIFTH - All intellectual property (copyright, patents, trademarks, etc.) resulting from joint activities under this Agreement shall be made available to both Parties, unless otherwise stated in separate agreements.

1. The partners are encouraged to ensure the mutual exchange of information, technical-scientific documentation, pre-existing knowledge, etc. in order to achieve the objectives of the partnership and to obtain results at a high scientific level. The results obtained during the development of the partnership agreement will be the property of the partner who carried out the scientific work that led to the creation of that knowledge.
2. The results of the research belong to the executing person, who can approve their use by the other partner as well. If both partners have done the work that leads to the production of that knowledge, then both partners are the owners.
3. The partners must take appropriate measures to protect the intellectual property in accordance with the specific legislation in force. The access rights of third parties (other than the signatory parties to the agreement) to the knowledge and results obtained as a result of and on the basis of this General Agreement shall be established by mutual agreement between the partners.
4. With regard to the industrial and intellectual property rights, exploitation and dissemination of the results specific to the object of the contract, the legal provisions in force shall be observed.
5. The intellectual property rights and copyrights, both moral and patrimonial, on the results obtained during the implementation of this Agreement, belong by right and exclusively to the Party under the name, responsibility and on the initiative of which this activity was carried out.

SIXTH - This Agreement will come into force for 4 (four) years from the date of its last signing. At any moment prior to the expiry date, the parties will be able to extend it for 4 (four) more years. Nevertheless, any of the parties may notify the other of its wish to terminate the agreement, in written notice, with at least three months prior to the preferred expiry date.

SEVENTH - Both Parties will use their best endeavours to settle all matters in dispute amicably. If such amicable settlement is not possible, the dispute, controversy or claim arising out of or in connection with this Agreement shall be submitted to the rules of private international law.

EIGHT – The Partners will permanently remain independent and legally, organizationally and financially separate. This Agreement does not give either party the right to engage the other party in acts of trade / events / projects without the written agreement, and the Parties may not claim that they are in any way responsible for each other's actions. The funding of activities set up within the framework of the present Agreement will depend upon the funds available to each Institution.

NINTH – This Agreement between the parties will be done free of charge, the obligations of the parties being only due diligence and not as a result. In carrying out the Agreement, the parties will comply with their own rules of organization and operation.

This agreement is hereby signed and stamped by the representatives of both institutions on the given date and place.

DATE AND PLACE _____

ON BEHALF OF "DUNAREA DE JOS"
UNIVERSITY OF GALATI

RECTOR

Professor Marian BARBU Ph.D.



LEGAL OFFICE



ON BEHALF OF
PETRO MOHYLA BLACK SEA
NATIONAL UNIVERSITY
RECTOR

Dr., Professor Leonid KLYMENKO

