

INTERNATIONAL COOPERATION AGREEMENT

Colegio Delibes represented by Prof. Miguel Sanchez in capacity of Director thereof, acting by virtue of the statute and applicable legislation, and Petro Mohyla Black Sea National University, represented by Dr., Prof. Leonid Klymenko, in capacity of Acting Rector thereof, by virtue of the statute and applicable legislation, hereinafter referred to as the Parties, in order to promote mutual cooperation in the field of education and scientific research, shall enter into a cooperation agreement (hereinafter referred to as the Agreement) as follows:

1. Subject Matter of the Agreement

1.1 The subject matter of the Cooperation Agreement shall be the development of educational and methodological opportunities for the students and academic staff of the Parties, and opportunities for the exchange of cultural experience.

1.2 For achieving common goals, the Parties shall cooperate in the following areas:

1.2.1 Exchange of information in order to ensure the educational process and the research activities in methodology;

1.2.2 Joint arrangement of meetings, seminars, workshops, trainings, and other methodological and educational events;

1.2.3 Joint implementation of projects in the field of education;

1.2.4 Publication of joint methodological works (articles and presentations);

1.2.5 Cooperation in the field of lifelong learning;

1.2.6 Organization of academic mobility for students, academic personnel and staff.

1.2.8.a) In the case of student mobility both Parties agree to recognize the ECTS credits based on the specifics of the course and its content.

2. Rights and Obligations of the Parties

2.1 The Parties agree that mutual cooperation takes place in accordance with the jointly developed programs approved by the authorized bodies of the Parties.

2.2 The present Cooperation Agreement does not establish any financial obligations. Each Party shall ensure the funding necessary for performance of the present Cooperation Agreement. Conditions for funding of joint projects shall be defined for each project individually through the joint signing of separate agreements.

3. Responsibilities of the Parties

3.1 Within the framework of cooperation, the Parties shall be responsible for the publication, sale, and protection of intellectual property. The responsibilities of the Parties shall be carried out in accordance with the laws and regulations in force of both countries, protecting the intellectual property.

4. Period of Validity and Procedure of the Agreement

4.1 The present Agreement shall enter into force from the time of its signing by both Parties and shall remain valid for a period of five years. The present Agreement is signed in two copies, in Ukrainian and English. Both copies of the Agreement shall be of equal validity. Each Party shall retain one copy of the Agreement. The period of validity of the Agreement may be extended.

4.2 The Parties have the right to terminate the present Cooperation Agreement, by notifying the other Party in writing thereof not less than three months in advance.

4.3 Amendments, modifications, or additions to the present Agreement shall be valid if made in writing and signed by both Parties.

4.4 The terms and conditions for the fulfillment of obligations under this Agreement shall be determined by appropriate separate contracts.

5. Other Provisions

5.1 The Parties shall be released from responsibility for partial or full non-fulfillment of obligations under this Agreement if such non-fulfillment results from force majeure circumstances. Force majeure circumstances shall be understood as circumstances arising beyond the control of the Parties, such as natural disasters, floods, fires, earthquakes, wars, strikes, and other events beyond the control of the Parties, as well as the decisions or actions of national authorities or higher institutions, which prevent the fulfillment of the provisions of the Agreement, provided these circumstances arise during the validity of this Agreement, and if none of the Parties has predicted and could foresee the occurrence thereof. The period of fulfilling obligations under the Agreement shall be extended for the duration of the force majeure circumstances and by mutual consent of the Parties, for the time period that would allow full compliance with the obligations laid down in the Agreement. The Party that is prevented from fulfilling its obligations under the Agreement by the force majeure circumstances shall notify the other Party as soon as possible of the beginning and end of this period.

5.2 During the implementation of the present Cooperation Agreement each Party shall act in accordance with the laws and regulations in force in their country.

5.3 Any disputes and conflicts arising due to the present Agreement shall be resolved by the Parties through direct negotiations.

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