

# COOPERATION AGREEMENT BETWEEN THE UNIVERSITY OF GENOA

AND

## THE NATIONAL PEDAGOGICAL DRAGOMANOV UNIVERSITY

The National Pedagogical Dragomanov University, Kyiv, Ukraine, hereinafter also referred to as NPDU, in the person of its legal representative, the Rector, Academician Viktor Andrushchenko, acting on the basis of the Statute and the University of Genoa, Genoa, Italy, hereinafter also referred to as UNIGE, in the person of its pro-tempore legal representative, the Rector, Professor Paolo Comanducci, acting on the basis of the provisions contained in Ministerial Decree no. 759 of 1<sup>st</sup> October 2014, singly referred to in this Agreement as 'the Party' or jointly as 'the Parties':

### PREAMBLE

- pursuing the same goals in the areas of learning, research and the dissemination of culture;
- being committed to the direct application and recognition of the importance and the use of knowledge as a contributor to social, cultural and economic development;
- having a reciprocal interest in constructing and developing relations of international cooperation;

The Parties agree as follows:

### Article 1: Objective

NPDU and UNIGE shall seek to establish forms of cooperation in teaching, science, management and culture that contribute to the development and consolidation of the ties of friendship between the two academic institutions and the two countries on the basis of the principles of equality and reciprocal benefit.

Cooperation between the Parties may be developed through:

- mobility of undergraduate and post-graduate students, lecturers and professors, researchers, and technical and administrative personnel;
- Implementation of undergraduate, post-graduate and PhD courses issuing joint or double degrees;
- collaboration in activities of particular scientific interest also through the sharing of experience in the use of complex technical/scientific apparatus;
- Exchange of information, documents and scientific publications;
- cultural initiatives of common interest such as seminars, lessons and study meetings;
- development of initiatives aimed at improving governance and management;

- development of joint projects to be presented for funding by the European Commission or other supranational organisations;
- actions targeted at communicating and disseminating knowledge acquired within the framework of this agreement through direct relations with the Parties' operating environment and its actors.

## **Article 2: Contact persons**

To implement the activities foreseen in article 1 each Party shall designate at least one contact person chosen from within its institution who shall be responsible for coordinating and promoting jointly the common lines of actions, verifying periodically the state of implementation and assessing and promoting collaboration projects in the areas of teaching, scientific research and management.

The Parties hereby appoint as contact persons: Prof. Marja Nesterova for NPDU and Prof. Guido Amoretti for UNIGE.

## **Article 3: Implementation agreements**

Forms of cultural and scientific cooperation in sectors of interest in addition to the mobility of lecturers and professors, researchers, and technical and administrative personnel will be regulated by dedicated executive projects and related implementation agreements between the two Universities or their related bodies such as Departments, Schools, etc. with a specific interest in such projects. These projects and agreements shall comply with this Agreement and current legislation.

The implementation agreements shall regulate the ways in which cooperation between the Parties take place and specify in particular the following areas: teaching, research, organisation, finance & management. Such agreements shall establish the property rights relating to the results produced by cooperation, how the results will be used, in addition to specific aspects concerning safety and insurance cover.

## **Article 4: Duration, termination, renewal**

This Agreement shall come into effect upon the signature of both Parties; the date of the last signature thereof taking precedence. This Agreement shall remain in effect for five years. Each Party may terminate the Agreement by serving six months' written notice and supplying adequate motivation for termination. Any activity in progress at the moment of termination or expiry of this Agreement shall be completed in accordance with the conditions established in the activity's specific implementation agreement.

On termination of this Agreement, the contact names indicated in article 2 shall jointly prepare a report on the activities carried out and the results achieved. The contact names shall also jointly prepare an

intermediate report providing the same details after three years from the coming into effect of this Agreement.

In the event of renewal of this Agreement, the Parties may confirm, amplify or modify the objectives of this Agreement and the methods of implementation, subject to the approval of the respective competent bodies.

### **Article 5: Intellectual Property Rights**

Ownership of the technical and scientific results produced by this Agreement shall, unless established differently by a specific implementation agreement, be assigned to both Parties. In accordance with their respective legislations the Parties shall take all reasonable steps to protect and promote the value of such results. In the event of results produced through separate research initiatives, the intellectual property rights of these results shall belong to the Party where the results are obtained, unless otherwise previously agreed.

In order to promote the marketability of the results obtained, the implementation agreements shall also establish ex ante the procedure to be adopted in the face of possible claims to property rights made by personnel belonging to one of the Parties or by those in contact with such personnel.

### **Article 6: Confidentiality of Information**

The Parties shall take all reasonable steps not to divulge to third parties any confidential data or information acquired in relation to or in the carrying out of the activities foreseen by this Agreement.

### **Article 7: Costs, assistance and support**

With the aim of carrying out the activities foreseen by this Agreement, the Parties shall raise the necessary economic resources within the limits of and in accordance with legislation in force in their countries. Where funds provided by outside bodies, such as Government Ministries, Supranational entities, public and private entities, the European Commission etc., are not assigned to a project, the cost of this project shall be met by the technical/scientific body or bodies directly involved in the project, after appropriate financial feasibility checks. All costs shall be specified in the specific implementation agreements.

Each Party shall provide, in accordance with their respective laws and regulations, all necessary assistance and support to visiting students, teaching staff, researchers and technical and administrative personnel as established in specific implementation agreements.

## **Article 8: Safety**

As regards safety in the workplace for visiting members of staff of the partner University, where the host University belongs to an EU Member State, the host University shall conform to applicable European Union legislation; where the host University belongs to a non-EU Member State, the host University shall conform to applicable national legislation.

## **Article 9: Insurance**

In accordance with the applicable provisions in force in their respective countries, both Parties shall verify the insurance cover, including healthcare, of participating members.

- UNIGE provides mobility students and staff with an insurance coverage for civil liability and accidents. The insurance policy states terms and conditions of the coverage. Students and staff must acquire, at their own expense, an additional insurance policy to be adequately covered if necessary.
- National Pedagogical Dragomanov University provides mobility students and staff with an insurance coverage for civil liability and accidents. The insurance policy states terms and conditions of the coverage. Students and staff must acquire, at their own expense, an additional insurance policy to be adequately covered if necessary.

Where the implementation agreements set forth in article 3 foresee scientific and laboratory activities, such implementation agreements shall specify the details of insurance cover.

## **Article 10: Handling of Personal Data**

The Parties shall handle and store data held on computer and on hard copies relating to the carrying out of the activities foreseen both by this Cooperation Agreement and the implementation agreements set forth in article 3 in accordance with their applicable national legislations.

## **Article 11: Incompatibility**

The Parties declare that none of the personnel participating in the activities foreseen by this Cooperation Agreement find themselves in a situation that might give rise to incompatibility or conflicts of interest pursuant to applicable national legislations and that the related provisions of such legislations shall be respected at all times.

## Article 12: Disputes and Final Provisions

The Parties consider this Cooperation Agreement as a declaration of intent that does not have the legal force of a formal legal contract. The Parties agree therefore wherever possible to seek an amicable resolution of any dispute.

The specific cooperation initiatives described will be started only where sufficient economic resources exist; no Party shall be obliged to participate in or develop an activity for which external or internal resources are not already available.

The resolution of any disputes arising during the carrying out of any executive project as referred to in article 3 shall conform to the provisions established in the project's specific implementation agreement. In all cases, the present Academic Cooperation Agreement shall apply solely to the extent it does not contradict applicable national legislation.

The present Agreement is signed in 2 copies in English.

Genoa, \_\_\_\_\_

Kyiv, 08-05-2020

For the University of Genoa

For the National Pedagogical  
Dragomanov University

The Rector  
Professor Paolo Comanducci

The Rector  
Academician Viktor Andrushchenko

