



FRAMEWORK AGREEMENT OF INTERNATIONAL ACADEMIC COOPERATION

BETWEEN

THE UNIVERSITY OF CAEN BASSE-NORMANDIE – FRANCE

AND

KYIV NATIONAL UNIVERSITY OF ARCHITECTURE AND CONSTRUCTION – UKRAINE

PREAMBLE

Within the framework of the cultural agreements currently in existence between the two concerned nations and after approval of the principle of this agreement by the regulatory authorities in accordance with the regulatory procedures in effect in both countries, an international academic cooperation agreement is entered into by

The UNIVERSITY OF CAEN BASSE-NORMANDIE-FRANCE, located at Esplanade de la Paix, CS 14032, 14032 CAEN Cedex 5,
represented by its President , Mr Pierre SINEUX

And

THE KYIV NATIONAL UNIVERSITY OF ARCHITECTURE AND CONSTRUCTION – UKRAINE, located at Povitroflotskyi avenue, 31, Kyiv, Ukraine, 03037
Represented by it Rector, Mr Petro KULIKOV

ARTICLE I - OBJECT

UNICAEN and KNUCA will determine on a case-by-case basis the nature and form of their cooperation in view of the objectives and the means to be implemented.

Each programme of cooperation between KNUCA and UNICAEN will be subject to a specific convention, with reference to the present agreement.

ARTICLE II - APPLICATION OF THE AGREEMENT

The aforementioned periodic cooperation programs define precisely:

- 1) The fields of teaching and research in which the cooperation between the two institutions will take place for the period considered, as well as the objectives;
- 2) The types of exchanges to put into place which can be notably one or several of the following activities:
 - Regular exchange of documents, publications, pedagogical materials between the institutions, teaching and research units, institutes, centers, laboratories, libraries or departments;
 - Exchange or reception of teachers, students and researchers according to the regulatory procedures of both countries;
 - Common use of equipment;
 - Definition and organization of coordinated syllabi;
 - Organization of international conference.

ARTICLE III - FINANCE

The framework agreement will not entail any financial commitment on the part of each of the parties.

For each part of the program which can be carried out independently, the required funds are precisely outlined in an appendix.

ARTICLE IV - STUDENT SELECTION PROCESS

In the particular case of student exchanges, it is agreed that the students will be selected according to terms stated in the appendix pertaining to each exchange program.

The host school agrees to receive the students thus selected.

ARTICLE IV - AVAILABLE RESOURCES

When approved by both institutions, the programs are presented to the national authorities and organizations of the two countries likely both to incorporate some of the foreseen activities into their cultural or scientific programs and to accept financial responsibility for them or to subsidize them, notably through the attribution of grants, funding for conferences, study missions, information, research or teaching.

ARTICLE VI - CONFIDENTIALITY, PUBLICATION, AND INTELLECTUAL PROPERTY

Each university agrees to keep confidential any scientific and technical information belonging to the other university and all other information of any nature pertaining to the other university, which could have been divulged during the negotiations prior to the signing of this agreement or during its implementation.

Only after it has received the written agreement of the other university, will each university publish or communicate to a third party all or parts of said confidential information. Any common scientific publication pertaining to this research program will be done with the consent of the parties and will mention the participation of each of the parties.

Each party will retain the ownership of the intellectual property rights, patented or not, to any contents that it owned prior to the signature of the specific contracts or which resulted from research undertaken outside the cooperation as defined in the present agreement.

The results of the research undertaken within the present cooperation agreement are deemed to be the property of UNICAEN and KNUCA proportionally to their respective contributions, both intellectually and financially, to the obtaining of the aforementioned results.

The contracting parties have joint ownership of the results obtained within the framework of the present agreement.

Each university is the owner of the results obtained as part of this cooperation. Each university agrees not to apply for a patent or for other Industrial Property claims which would include confidential information belonging to the other university without prior written authorization of said university.

In the event that results belonging to both universities may be the object of a patent application, a joint-ownership agreement will be established by the two parties prior to the filing of the patent application in order to specify, among other things, the conditions of management of their rights and obligations.

The specifications of the present article will not impede:

- The obligation of the researchers or that of the teachers of each university to provide the organization they work for with an activity report, as this communication is not a disclosure per Industrial Property law.
- The Ph.D. thesis defense or the defense of an authorization to lead the research of researchers or teachers whose activity pertains to the object of the present agreement.

ARTICLE VII - MODIFICATIONS

Any change to this framework agreement or to its appendices must receive prior written consent of both parties and be written as an amendment, six (6) months in advance..

ARTICLE VIII - PERIOD OF VALIDITY

This framework agreement of international academic cooperation takes effect on the day it is signed for a duration of five (5) years, and is renewable once by amendment.

Concerning national degrees, it is limited to the duration of authorization. In case of renewal, it is again subject to the procedures in effect in each institution.

During the period of enforcement, this framework agreement can be terminated at any time by each and any party, by registered letter with return receipt, and with a six (6) month prior notice, and without consequence to the activities already in place.

ARTICLE IX - DISPUTES

In the case of difficulties in the interpretation or implementation of the present contract, the parties will endeavour to resolve the dispute by reaching an amicable agreement.

In case of persisting disagreement, the dispute will be brought before an arbitration tribunal composed of three (3) members: the first is designated by the Rector of the KNUCA ; the second is designated by the President of the University of Caen Basse-Normandie; the third member, the President of this arbitration tribunal, is designated by the two (2) parties by mutual agreement. If the dispute continues, the parties will turn to the administrative court which has jurisdiction.

Signed in **CAEN**, the

**THE PRESIDENT OF THE UNIVERSITY
OF CAEN BASSE-NORMANDIE**



Pierre SINEUX

Signed in _____, the

**THE RECTOR OF KYIV NATIONAL
UNIVERSITY OF ARCHITECTURE AND
CONSTRUCTION**

Petro KULIKOV

