

**GENERAL AGREEMENT  
ON PARTNERSHIP AND COOPERATION**

between

**UNIVERSITY OF FOGGIA**  
Republic of Italy

Represented by **Prof. Pierpaolo Limone**

and

**YAROSLAV MUDRYI**  
**NATIONAL LAW UNIVERSITY**  
Ukraine

Represented by **Prof. Anatoliy Getman**

## **Preamble**

In accordance with a mutual desire to promote activities between University of Foggia and the Yaroslav Mudryi National Law University (hereinafter referred to as The Partners), both institutions agree to the following declaration on educational and research cooperation.

The Partners decide to execute an Agreement on Partnership and Cooperation, the aim of which is to conduct mutual scientific research, exchange of academic staff, students and educational programs including exchange of experience in terms of education of students and staff.

Cooperation and development of activities may extend to any fields and subjects in which the two universities may identify shared interests. Cooperation in specific areas may be designated by mutual consent and incorporated into specific additional agreements upon signature by the appropriate university and other authorities.

## **Article I – Object**

The Partners agree to the following general areas of interest and cooperation:

1. The exchange of scholars and scientists to conduct research of mutual interest.
2. The exchange of professors for lectures and short term visits.
3. Invitations to scholars for participation in conferences, symposia and instruction.
4. Exchange of information, academic materials and publications in fields of mutual interest.
5. Facilitating the mobility of students, through exchange and visits, between the two universities.
6. Establishment of joint degree programs.

## **Article II – Financial Resources**

The Partners agree that all financial arrangements necessary to implement this Agreement on Partnership and Cooperation or any subsequent agreement must be negotiated according to the regulations of each university and depend on the availability of funds. The Partners recognize that this Agreement on Partnership and Cooperation establishes a foundation of mutual understanding and interest and does not in itself entail any financial obligations for either university.

## **Article III – Implementation**

If both Partners elect to enter into a research collaboration, the parties shall discuss in good faith the terms and conditions of such an agreement and shall endeavor to reach a mutually acceptable set of

terms and conditions to govern such research collaboration, including terms and conditions related to funding, scope and intellectual property created during the course of such research.

This document is in no way intended to create legal or binding obligations on either party. It declares The Partners' current intentions to enhance the relationship of the both institutions going forward.

Before any of the activities set out in this Agreement on Partnership and Cooperation are implemented, The Partners must enter into agreement(s) (separate from this Agreement on Partnership and Cooperation) with each other which will detail the specific form and content of the activities and address the responsibilities and rights of each Partner in relation to those activities. The Partners agree to negotiate the terms of any such agreement/(s) in good faith and for the purposes of enhancing the relationship of the Institutions.

#### **Article IV – Supervision**

Communication and supervision between the parties will take place through official email contacts of the respective legal representative.

#### **Article V – Confidentiality**

The parties agree that any information that will be exchanged according to the object and purpose of this agreement shall comply with the legislation in force for the protection of personal data, copyright and intellectual property.

#### **Article VI – Duration and Termination**

This Agreement will become effective upon signatures by both Partners and shall continue for a period of five (5) years. Termination of this Agreement may be effected upon deliberation by the two parties. Either Partner has the right to terminate the Agreement without liability by giving six months' notice in writing of such intent.

Changes and amendments to this Agreement can be carried out only in writing in the form of numbered supplements approved by both institutions.

#### **Article VII – Dispute Resolution**

Any dispute which may arise from the interpretation or application of the terms of this Agreement between the two parties shall be settled by negotiation and mutual understanding between the parties.

When the parties do not reach an amicable settlement of the issues and the agreement is violated by one party, the other party addresses for resolution the legislation in force of the respective State.

This Agreement is made in two copies in English each having the validity of the original. Each party will obtain one copy.

Date: .....

Date: .....

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**Prof. Pierpaolo Limone**  
Rector

