AGREEMENT

on International Scientific and Technological Cooperation

The high contracting parties (hereinafter referred to as Parties):

Federal State Autonomous Educational Institution of Higher Education "Ural Federal University named after the first President of Russia B.N. Yeltzin" the Russian Federation, to be referred in the following as UrFU, represented by Rector Victor Koksharov, acting in accordance with the Statute,

Wuhan University of Science and Technology (Hubei province, PRC), represented by Prof. Hongwei Ni, acting in accordance with the Statute,

With the intention of developing mutually beneficial cooperation in the domain of science and engineering have reached an agreement on the following:

Clause 1.

The Parties, participating in this Agreement, will do their best to establish and expand science links. The domain, the form and the tools of such cooperation are to be determined at each stage of cooperation in mutual agreements, in the form of work plans, which are integral parts of this agreement.

Clause 2.

The cooperation is to be fulfilled in this way:

- 1. By carrying out an exchange in teaching staff and research workers for a short period of time with the aim of taking part in discussions, seminars and other arrangements.
 - 2. By presenting joint projects of scientific research.
- 3. By exchanging publications, academic and research achievements, tutorial plans, theses and reports, confirmed by regulations of each party.
 - 4. By exchanging post-graduate students and competitors.
- 5. The Intellectual property which is protected by World Intellectual Property Convention item 2 in July 1967 can be shared by cooperation parties.

Before the entry into force of this agreement, the intellectual property rights of each party and the intellectual property rights of the parties involved in this Agreement shall remain unchanged after the entry into force of this Agreement. In the term of this agreement, the intellectual property rights developed by either party in teaching or studying belong to itself. Intellectual property jointly developed by both parties shall be jointly owned by both parties. All materials relating to intellectual property rights shall be returned within 30 days after the expiration of this agreement or termination Clause 3.

The Parties will consider a possibility of broadening the research within the framework of jointly developed work plans.

Clause 4.

The exchange in teaching staff and research workers is to be carried out with due regard to mutual scientific interests within the framework of this agreement. The Parties are to maintain and develop personal and professional contacts between the participants. Each visit within the exchange programs must be carefully prepared in order to guarantee efficient work of the contracting parties. Visits are to be prepared after the receipt of a written consent of the receiving party. After completion of a visit a report, available for all contracting parties must be submitted.

Clause 5.

The exchange in scientific workers must correspond to the following prescribed conditions:

An exchange in specialists must not exceed 50 working days within a calendar year for each participating party, unless otherwise stipulated by the work plan. The cooperation is to be carried out on the unpaid basis. The travel expenses, traffic, meals and personal insurance are to be covered by

the sending party. The receiving party is to cover accommodation expenses. Required medical service expenses are to be covered by guest's insurance.

Clause 6.

The parties nominate a coordinator, who is to bear personal responsibility for execution of the Agreement and will act as a contact person of the receiving party. The cooperation is also aimed at arranging regular meetings and science procedures, on the basis of agreements.

Clause 7.

The Parties are to implement this Agreement within the limits of their financial. Exchange will be launched after the fulfillment of all necessary conditions, in particular, after securing funding.

The Parties declare formation of «Research center of liquid metal physics» Institute of New Materials and Technologies in Yekaterinburg City, Russia.

Clause 9.

This Agreement is concluded for the term of 5 years, since it is signed by the Parties is to be automatically prolonged for 5 years, unless neither of the parties declares a necessity of its termination. The Agreement may be cancelled following an appropriated intention of one of the Parties

Clause 10.

The text of the Agreement may be altered, following a mutual consent of the Parties. All alternations and addenda to this agreement are integral parts of the agreement. The agreement acquires validity the moment it is signed.

Clause 11.

The agreement is prepared in 2 copies in Russian, English and Chinese, having equal legal effect. Each Party is to be presented one copy in each language. In the event of a dispute, the English version shall prevail.

The Parties' signatures and requisites <u>On behalf of China:</u>

On behalf of Russia:

Federal State Autonomous Educational Institution of Higher Education "Ural Federal University named after the first President of Russia B.N. Yeltzin"

Address: 19 Mira Str., Yekaterinburg,

Russia.

Post code: 620002 Phone:+7 343 374 38 84 Fax no.:+7 343 375 97 78 E-mail: rector@urfu.ru

http: www.urfu.ru

Wuhan University of Science and Technology

Address: 947, Heping Avenue, Qingshan District, Wuhan, Hubei,

P.R.China

Post code: 430081 Phone:+86 27 68862772 Fax no.:+86 27 68862606 E-mail: wustiro@wust.edu.cn

yisc@wust.edu.cn

http:www.wust.edu.cn

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Rector:

Victor Koksharov

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国际科学技术合作协议

叶卡捷琳堡市 武汉市

« »20 年 月 日

« »20 年 月 日

紧密合作的缔约方(以下简称缔约方):

-叶利钦大学(俄罗斯联邦乌拉尔联邦区斯维尔德洛夫斯克州),以校长维克多·高科沙罗夫教授为法人代表,

-武汉科技大学(中华人民共和国湖北省),以校长倪红卫教授为法人代表,为在科学技术领域互利合作,议定如下:

<u>条款 1.</u>

参与本协议的缔约方将建立并扩大科学联系。本次合作的领域,形式及方法在每一个阶段将作为工作计划根据相互协议确定,工作计划为本协议的一部分。

条款 2.

合作如下:

- 1.参与讨论,研讨会及其他学术活动,在短期内互相派遣教师及科学研究人员。
 - 2.科学研究合作项目的提供。
- 3.互换由各自国家法律承认的期刊,学术及研究成果,教学计划,提纲及报告。
 - 4.互换博士研究生及学位申请人。
- 5.本协议生效前,双方当事人各自的知识产权以及本协议所涉及的双方当事人的知识产权在本协议生效后归属性质不变;在本协议期限内,在课程教学的过程或独自研发过程中由双方当事人任一方所开发的知识产权由该方单独拥有。由双方当事人共同开发的知识产权由双方当事人共同拥有;所有涉及知识产权的材料须在本协议到期或终止后 30 日内归还产权所属方。

"知识产权"指法定的和其他涉及到的设计、商标、专利、软件、版权、机密信息所有权,以及由 1967 年 7 月《世界知识产权公约》第二款定义的所有知识产权。

<u>条款 3.</u>

基于在本框架协议范围内的共同研究方向进行教师及科学研究人员的互换。各方保持和发展参与者之间的个人和专业联系。为确保协议伙伴的工作效率,每一次在框架协议内的互换访问应当有充分的准备。在获得缔约方的书面邀请后应当进行相关访问的准备工作。

条款 5.

教师及科学研究人员的互换应当符合以下条款:对于每个参与的缔约方,教师及科学研究人员的互换在一年内不应当超过50个工作日,除非工作计划另有



规定:合作是无偿的:差旅费(含交通,饮食及人身保险)由派送方支付;接收 方应支付住宿费。其他科学研究人员的互换条款根据双方签订的附加协议进行调 整。

条款 6.

缔约方应指派工作人员作为接收方的联络人。根据协议内容还需进行例行会 议及以科学合作为目的的活动。

条款 7.

缔约方应在可用经费限度内履行协议。教师及科学研究人员的互换需在达到 所有必要条件尤其是在缔约方相关资金到位后开始。

条款 8.

缔约方声明在俄罗斯联邦叶卡捷琳堡市建立"液态金属物理研究中心"新技 术及材料研究院。

条款 9.

本协议的签订期自缔约方签署后5年内,如果缔约方中任何一方没有声明终 止,则本协议自行延长5年。协议可以按缔约方中任何一方的要求终止。

条款 10.

协议的文本可根据缔约方相互的书面协议进行修改或添加。针对协议的修改 及添加视为本协议的一部分。协议自签订后生效。

条款 11.

缔约方每方持有3份,分别为俄语,英语及汉语形式的版本。每个版本具有 同样的法律效力,发生争议的情况下以协议的英文版本为准。

缔约方要项及签名

俄罗斯联邦方代表

叶利钦大学

地址: 俄罗斯联邦乌拉尔联邦区 斯维尔德洛夫斯克州叶卡捷琳堡市和 平大街 19号

电话: +7 343 374 38 84 传真: +7 343 375 97 78 E-mail: rector@urfu.ru 网址: www.urfu.ru

校长:

维克多·高科沙罗

盖章

中华人民共和国方代表 武汉科技大学

地址: 中华人民共和国湖北省 武汉市青山区和平大道 947 号

电话: +86 27 68862772 传真: +86 27 68862606

E-mail: wustiro@wust.edu.cn

yjsc@wust.edu.cn 网址:www.wust.edu.cn

倪红卫教授

校长:



