MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

URAL FEDERAL UNIVERSITY, an University located at 19 Mira str., Ekaterinburg, Russia, represented in this Act by its Rector Dr Victor Koksharov, (hereinafter "UrFU")

AND

UNIVERSIDAD DEL ROSARIO, an University located at Calle 12C No. 6-25 in the city of Bogotá D.C., Colombia, represented in this Act by its Rector José Manuel Restrepo Abondano (hereinafter, "UR") (and jointly with UrFU the "PARTIES").

WHEREAS:

1. The PARTIES have joint objectives in the fields of higher education, research, training and promotion of culture.

2. Is the desire of the PARTIES to promote an international cooperation based on mutual support through the design, structuring, organization and execution of different activities and/or academic projects;

3. PARTIES wish to establish cooperative relations, and develop an academic and cultural interchange between the two institutions.

PARTIES agree to celebrate this Memorandum of Understanding (hereinafter the "MOU"), which will be regulated as follows:

SCOPE OF THE COOPERATION

The areas of cooperation include (subject to mutual consent) any program offered at either institution as felt desirable and feasible on either side and that both PARTIES feel contribute to the fostering and development of the cooperative relationship between the two universities.

The assistance to be provided by each of the contracting PARTIES will be materialize through different ways, such as teaching, research, exchange of faculty, exchange of students, staff development, etc., as deemed beneficial for both institutions.

GENERAL AREAS OF COOPERATION
Assistance shall be carried out, subject to availability of funds and the approval of the UR and UrFU, through the following activities or programs relating to, but not limited to:

1. Exchange of professors, researchers and students for limited periods of time in compliance with the applicable law of each country and with the PARTIES respective internal regulations.

2. Joint realization of publications, academic journals and any other type of document that may be of interest for both PARTIES.

3. Joint development of research projects in any area of interest for both PARTIES.

4. Joint creation, development and promotion of innovative educational activities.

5. Organization of conferences, forums, and/or workshops.

6. Exchange of academic materials, and publications regarding developments in teaching, and research.

7. Participation in academic meetings, seminars, symposia, conferences, short courses, and summer programs.

8. Joint study and/or research programs.

9. Joint outreach and technology transfer activities.

The terms of cooperation for each specific activity under this MOU shall be mutually discussed and agreed upon in writing by both PARTIES prior to the initiation of the activity. Any such agreements entered into, as stated above, shall constitute an ADDENDA to this MOU. Each specific agreement shall include the particular purpose, the activities to be carried out, duration, budget and conditions concerning intellectual property. Each institution shall approve the specific agreement and shall designate a liaison officer responsible for developing and coordinating the specific activities agreed upon.

The designated liaison officers for this MOU are:

For UR:

Sonia Duran Martinez
Position: Chancellor
Address: Calle 12C No. 6- 25 Bogotá D.C.- Colombia
Telephone: 2970200 Ext. 2120
Fax: 3419060
E-mail: soniam.duran@urosario.edu.co
orelaint@urosario.edu.co

For UrFU
Victoria Belyaeva
Position: Deputy Vice-Rector for International Affairs
Address: 19 Mira str., Ekaterinburg, Russia
Telephone: +7 (343) 375 46 27
Fax: +7 (343) 374 54 34
E-mail: v.s.belyaeva@urfu.ru

Notification of any changes in liaison officers shall be made in writing. No amendments to this MOU are required for that purpose.

INTELLECTUAL PROPERTY

The PARTIES agree that the specific agreements of cooperation shall include the necessary provisions for the protection of intellectual property rights of the documents and innovations that result of joint work or research activities.

EXCLUSION OF WORK RELATION

The PARTIES will not represent themselves, and will ensure that their employees do not represent themselves, as being an employee, partner or agent of the other party, or as otherwise able to bind or represent the other party. A party will not by virtue of this MOU be or for any purpose be deemed to be an employee, partner or agent of the other party, or as having any power or authority to bind or represent the other party.

FINANCIAL AVAILABILITY

In compliance with the regulations in force in each country and according to the financial availability of each University, the PARTIES agree to raise the necessary funds to carry out the above mentioned cooperation activities. The costs deriving from the various activities shall be identified jointly and shall be borne by the Faculties, Departments, Institutes and Centres directly involved, without prejudice to the possibility of raising funds from public or private institutions, if is the case.

RENEWAL, TERMINATION AND AMENDMENT

This MOU shall remain in force for a period of 5 (five) years from the date of the last signature, with the understanding that it may be terminated by the appropriate authority
of either party, provided that a written notice is given to the other party three (3) months in advance. The MOU may be extended by mutual written consent.

To ensure a correct interpretation and performance of the present agreement two copies thereof will be prepared and will be executed by each of the institutions, each institution keeping one copy of each version having the same value and effectiveness.

**EARLY TERMINATION.**

This MOU may be early terminate in the following events:

a. By agreement of the PARTIES.
b. Written notice to the other Party with three (3) months in advance.
c. Breach of any clause of the MOU.
d. Force majeure events.

**CONFLICT RESOLUTION**

The PARTIES hereto state that they shall carry out all the activities under this MOU in good faith, and that they shall make every reasonable effort to accomplish the tasks herein stated. In case of any disagreement between the PARTIES, they agree to solve such differences directly and willingly. It shall be the responsibility of the Rectors of both institutions (or their designees’), to solve any conflict that may arise.

**CONFIDENTIALITY**

In the event information identified in writing as confidential is exchanged, the receiving party shall use reasonable business efforts to keep such information confidential, and shall not disclose such information to any third parties.

The PARTIES further agree that neither will disclose the existence or terms of this MOU to any third party without the written consent of the other party. Neither party shall disclose the fact that discussions or negotiations concerning a possible arrangement between the PARTIES are taking place unless and until a final agreement is reached between the PARTIES.

**ENTIRE AGREEMENT AND MODIFICATIONS**

This MOU, together with its ADDENDAS, contains the entire agreement between the PARTIES. Therefore, it supersedes all prior oral and written agreements as to the subject
matter herein stated. All modifications and changes to this MOU shall be made in a written
document signed by both.

This MOU is issued in two originals in English, which are equally valid.

In witness whereof, the PARTIES hereto have offered their signatures:

SIGNED for and on behalf of UR

RECTOR

Date: 25/07/2017

SIGNED for and on behalf of UrFU

RECTOR

Date: