

COOPERATION AGREEMENT

«08» августа 2024

State Budgetary Educational Institution of Higher Education "Stavropol State Pedagogical Institute" (hereinafter referred to as "the Institute"), license for educational activities: series 90L01 No. 0008710, registration number: 1695, registration date: 12.10.2015, validity period: indefinitely, issued by the Federal Service for Supervision in the sphere of Education and Science; certificate of state accreditation: series 90A01 No. 0003520, registration number: 3307, registration date: 26.12.2019, validity period: until 26.12.2025, issued by the Federal Service for Supervision in the sphere of Education and Science, represented by Acting Rector Maria Viktorovna Smagina, acting on the basis of the order of the Ministry of Education of the Stavropol Territory dated 05.06.2020 No. 96-lp, on the one hand, and Düzce University (hereinafter referred to as "the Institution"), represented by Rector Nigar Demircan Çakar, acting on the basis of the Charter, on the other the parties, collectively referred to as the "the Parties", have entered into this agreement as follows.

1. Subject of the Agreement

1.1. This agreement is concluded in accordance with the Federal Law "On Education in the Russian Federation" dated 29.12.2012, N 273-FL, in order to ensure effective innovative joint educational and scientific activities, improve the education system.

1.2. The Parties undertake mutual obligations to create a system partnership, within which the Parties organize and develop mutually beneficial cooperation in the research area of the activities of the Parties.

1.3. The Parties intend to establish and develop cooperation based on principles of equality, mutual benefit, mutual understanding, respect and trust. The Parties confirm that the basic principle of organizing their collaboration is the complete independence of the Parties in the implementation of financial and economic activities.

1.4. Cooperation is understood by the Parties as the creation of a mutual regime in the implementation of activities of mutual interest, provided for in clause 2.1 of the Agreement, in strict compliance with the legislation of the Russian Federation.

1.5. On the basis of the Agreement, the Parties have no obligations to transfer property to each other, transfer and grant property rights, transfer money funds, performance of work, provision of services, do not entail financial obligations for spending or allocation of funds. Cooperation within the framework of the Agreement is carried out by the Parties without forming a legal entity and without receiving a total profit.

2. Main Forms of Cooperation

2.1. In order to implement cooperation, the Parties agreed: establish long-term, effective and mutually beneficial cooperation in the following areas of joint activities:

- carrying out educational activities with students, teachers;
- organizing and conducting theoretical and practical research in the field of humanities and natural sciences;
- publication of scientific and educational materials based on the results of joint work;
- organizing and conducting scientific and practical seminar-meetings, problem-solving "round tables", master classes, dissemination of existing advanced (innovative) experience;
- development of practical recommendations and teaching materials for students, teachers and parents on anthropological support of gifted children;

- participation in joint scientific and educational projects;
- cooperation within the framework of the implementation of the National Projects "Education" and "Science".

2.2. Carry out other activities that contribute to strengthening partnerships between the Parties and the expansion of areas and directions of cooperation.

2.3. By signing the Agreement, the Parties agree to refrain from actions, which may lead to damage and/or infringement of the interests of other Parties.

3. Organization of Cooperation

3.1. In order to implement cooperation, the Parties intend to use the capabilities, materials, resources and assets available to them.

3.2. In the event that during the implementation of the Agreement between the Parties the need to perform specific work / provide services or settle any relationship, the Parties will interact on the basis of separate contracts and agreements that define and regulate specific forms, technical, financial and other conditions for the implementation of relations. The conclusion of such contracts and agreements is the right of each of the Parties, while neither of the Parties has the right to demand the conclusion of an agreement from the other Party.

3.3. The Parties inform each other in advance about decisions, the adoption of which affects the interests of the Parties and the occurrence or probability of occurrence of circumstances that may damage the reputation, economic or other damage to one of the Parties.

4. Intellectual Rights

4.1. The exclusive right to the results of intellectual activity created by one of the Parties before the conclusion of the Agreement or, although during the period of the Agreement, but without the participation of the other Party, belongs to the Party in whose activity the corresponding result was created. Each of the Parties can acquire the right to use the results of intellectual activity belonging to the other Party on the basis of separate contracts and agreements.

4.2. The exclusive right to the results of intellectual activity created by the Parties jointly in the implementation of the activities provided for in clause 2.1 of the Agreement belongs to the Parties jointly.

4.3. The disposal of the exclusive right to the results of intellectual activity, including the determination of individual conditions of such an order, the copyright holders of which are the Parties jointly, is carried out on the basis of separate contracts and agreements containing, among other things, the condition that the proceeds from the joint disposal of rights are distributed equally between the Parties.

4.4. In the event that, in the course of the activities provided for in clause 2.1 of the Agreement, protectable results of intellectual activity are created, in respect of which mandatory state registration is provided; the Parties will jointly submit an application for a patent to the federal executive body for intellectual property. The decision on the preparation of such an application and its subsequent support is taken by the Parties jointly, while a decision is also made on the distribution of costs associated with the preparation and support of the application, including the costs of paying patent and other fees.

4.5. Each of the Parties has the right to use the results of intellectual activity, the exclusive right to which belongs to the Parties jointly, at its discretion.

4.6. In the event that a Party attracts a third party to carry out the activities provided for in clause 2.1 of the Agreement, such a Party independently decides with the involved person the distribution of the exclusive right to the protected and protectable results of intellectual activity created by it.

4.7. Each of the Parties has the right to use the means of individualization of the other Party, the goods and services provided by such Party solely for the purpose of indicating cooperation in the

implementation of the activities provided for in clause 2.1 of the Agreement. Neither Party has the right to use the specified means of individualization outside the specified purposes.

5. Confidentiality

5.1. The parties undertake to maintain the confidentiality of information. The obligation to comply with confidential information is effective from the moment of the conclusion of the Agreement and extends its effect throughout the entire term of the Agreement.

5.2. Each Party will take all reasonable steps to protect confidential information, exercising discretion to the same extent as when protecting its confidential information.

Confidential information includes information related to the subject of the Agreement, its conditions and the course of its execution.

5.3. Confidential information does not include publicly available information at the time of its disclosure and receipt or becomes such within the period specified in clause 5.1 of the Agreement.

5.4. Provision of access to confidential information, transfer and disclosure of such information is carried out by each of the Parties, subject to obtaining the prior consent of the other Party, except for cases of granting access and disclosure of information in order to implement the Agreement.

Confidential information may also be provided to third parties in accordance with the current legislation or within the framework of judicial (arbitration) proceedings. Each of the Parties has the right to provide confidential information to public authorities upon their requests, subject to prior notification of such a request to the other Party.

6. Duration of the Agreement

6.1. This Agreement is concluded for a period of 5 (five) years and comes into force from the moment of its signing by the Parties.

6.2. If one of the Parties does not notify the other Party in writing of its intention to terminate the Agreement at least one month before its expiration, the Agreement is automatically renewed for another 5 (five) years, after which it can be further extended in the same way.

7. Modification and Termination of the Agreement

7.1. The Agreement may be amended, formalized by additional agreements to the Agreement, signed by authorized representatives of the Parties and sealed by the Parties. All annexes and additional agreements to the Agreement specified and not specified in the text of the Agreement, signed by the authorized representatives of the Parties and having a link to the Agreement are an integral part of the Agreement.

7.2. The Agreement may be terminated upon a written application from one of the Parties upon the expiration of 30 (thirty) days after the other Party receives a written notification from the first Party of its intention to terminate the Agreement.

8. Other Conditions

8.1. Neither Party shall have the right to act on behalf of the other Party, invoke the powers and/or approvals of the other Party, and enter into transactions that will bind the other Party.

8.2. The agreement does not extend its validity and does not affect the circumstances arising from other contracts and agreements concluded by the Parties.

8.3. The costs associated with the execution of the Agreement shall be borne by the Parties independently.

8.4. The agreement is not preliminary. The parties do not have the right, referring to the fact of the conclusion of the Agreement, to compel each other to conclude any or contracts/agreements in court.



8.5. The agreement is made in 2 (two) identical copies with equal legal force.

9. Legal Addresses and Details of the Parties

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Rector  M.V. Smagina	Rector  Nigar Demircan Çakar