



A G R E E M E N T

ON COOPERATION

BETWEEN

AMERICAN UNIVERSITY OF PROFESSIONAL STUDIES (MOROCCO)

AND

LVIV UNIVERSITY OF BUSINESS AND LAW (UKRAINE)

Wishing to strengthen mutual understanding and friendship between **Morocco** and **Ukraine**, in the interests of mutually beneficial cooperation in the area of higher education and training of highly skilled specialists, as well as acknowledging the importance of direct contacts between scholars, persons working for doctor's degree, under-, graduate and postgraduate students for development of scholarly research and implementation of its results to meet the social needs, **AMERICAN UNIVERSITY OF PROFESSIONAL STUDIES - Morocco**, represented by **Rector Zakaria FAKHREDDINE**, acting on the basis of powers available to him, and **LVIV UNIVERSITY OF BUSINESS AND LAW (Ukraine)**, represented by **Rector Professor Fedir HORBONOS**, acting on the basis of the Power of Attorney, hereinafter referred to as "**Parties**", have agreed to the following:

I. SUBJECT OF THE AGREEMENT

The subject of this Agreement is scientific cooperation aiming at developing academic and research activities of both Parties taking into consideration their experience in these areas and guided by the UNESCO recommendations, as well as the exercise of the right to academic mobility that meets the basic principles of the Bologna Declaration.

II. AIMS OF THE AGREEMENT

2.1. The Parties shall exchange specialists to give lectures and consultations, and to conduct scholarly research and seminars.

2.2. Both Parties express a willingness to carry out joint research on pressing scholarly problems of mutual interest.

2.3. The Parties shall exchange practical experience and information on problems of pedagogy, methods of teaching, structure and contents of higher education.

2.4. Both Parties shall exchange faculty, scholars, persons working for doctor's degree, postgraduate students for training and improving their skills and under- and graduate students for study.

2.5. The Parties shall exchange scholarly publications, teaching materials, curricula, syllabi, reference literature, as well as exhibitions showing the achievements of both negotiating HEIs.

2.6. Both Parties shall cooperate in preparing and publishing teaching aids and materials.

2.7. The Parties shall cooperate in organizing bilateral joint conferences and seminars. They shall also invite representatives of the Partner HEI to attend international symposia, conferences and seminars, as well as anniversary and memorable celebrations which shall be held at the Partner HEI.

2.8. Both Parties shall have an equal right to use the results of joint work conducted under the present Agreement. The results may be jointly published in the form of monographs, textbooks, papers and reviews.



2.9. The Parties agree that the most efficient form of cooperation shall be establishing direct contacts between two interested Parties in specific areas based on the interests of a separate school/laboratory or a specific staff member and in the form that shall be the most acceptable for both Parties.

2.10. Selection of candidates to be sent to the Partner HEI and scheduling their stay shall be determined and coordinated with the host Party not later than three months prior to the date of their sending to the Partner HEI.

III. Working Program

By mutual agreement both Parties may draw up Working Programs on Cooperation implied by the present Agreement.

IV. Financial and Other Terms

4.1. Financial terms of cooperation shall be specified by separate protocols for each specific kind of cooperation foreseen by this Agreement or by individual written letters of invitation sent by the Parties to each other.

4.2. To implement the collaborative activities envisaged by this Agreement, the representatives of the Parties may meet periodically to negotiate and conclude specific project agreements and programs of cooperation, including their financing with each other provided that neither of the Parties shall have power to bind the other Party without such other's consent in writing thereto.

4.3. In carrying out the goals of this Agreement the Parties shall provide visiting lecturers, researchers, persons working for doctor's degree, under-, graduate and postgraduate students with the equipment facilities in the host HEI to enable them to carry out the agreed upon activities.

4.4. Medical insurance of the persons coming to the Partner HEI to take part in various activities under this Agreement shall be compulsory and it shall cover the whole period of their stay in the country of the host HEI.

4.5. The terms with the respect to title and exploitation of intellectual property (including trademarks and service marks, copyrights, patents designs and confidential information on the subject of such intellectual property, inventions and innovations) shall be negotiated on a project-by-project basis in the specific written project agreements and programs of cooperation.

4.6. Both Parties agree that if either of them expresses a willingness to expand the area of scientific contacts and cooperation in other countries for involving other institutions, each of the Parties agrees to act in the interests of the other Party for promoting the development of scholarly contacts and cooperation.

4.7. Neither of the Parties shall use the name of the other for any purpose whether in relation to any advertisement or other form of publicity without obtaining the prior written consent of the other Party.

The Parties may notify third parties of the fact that this Agreement is in effect but they shan't disclose to any third party any confidential information of the other Party which is acquired in the course of activities under this Agreement without the prior written consent of the other Party.

4.8. The Parties shall jointly appoint a bilateral commission for solving any dispute arising under or in connection with this Agreement. In case the commission fails to reach an agreement in solving the dispute, it shall be solved according to the acting legislation of Morocco and Ukraine.

4.9. The Parties shall carry out all activities under this Agreement through the offices responsible for international activity organization at AMERICAN UNIVERSITY OF PROFESSIONAL STUDIES and LVIV UNIVERSITY OF BUSINESS AND LAW.



V. PERIOD OF VALIDITY OF THE AGREEMENT

5.1. The present Agreement may be supplemented and partially amended on the basis of written consent of both Parties.

5.2. This Agreement may be cancelled by mutual consent ahead of schedule if either Party notifies of it in writing not later than six months prior to the assumed date of the Agreement termination. In this case the Parties commit themselves to fulfill all existing obligations under the forms of cooperation, which have been started earlier and specified by the terms of this Agreement.

5.3. The present Agreement shall become effective after having been signed by the authorized representatives of both Parties. The Agreement is in force for five years, and it shall be considered automatically extended for each subsequent five-year term if neither Party notifies its counterpart in writing of its unwillingness to extend the Agreement not later than six months prior to its expiration date.

5.4. The Agreement is entered in **two** copies in English.

Each Party shall retain **one** copy of the Agreement.

VI. LEGAL ADDRESSES OF THE PARTIES

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On behalf of

AMERICAN UNIVERSITY
OF PROFESSIONAL STUDIES

Zakaria FAKHREDDINE
Rector

On behalf of

LVIV UNIVERSITY OF BUSINESS
AND LAW

Professor Fedir HORBONOS
Rector for International Cooperation

01 AUGUST 2017