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| **ACADEMIC COOPERATION AGREEMENT**  **between**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(Organization’s name)***  **and**  **NATIONAL RESEARCH UNIVERSITY  HIGHER SCHOOL OF ECONOMICS** |
| This Cooperation Agreement (hereinafter the “Agreement”) establishes relations between \_\_\_\_\_\_\_\_\_\_ *(the Organization’s name)*, \_\_\_\_\_\_\_ *(country)* (hereinafter “\_\_\_\_\_\_\_”), represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(position)* \_\_\_\_\_\_\_\_\_\_\_ *(name)*, acting on the basis of \_\_\_\_\_\_\_\_\_\_\_\_ No. \_\_\_\_\_\_\_\_\_\_, dated \_\_\_\_\_\_\_\_\_\_\_ *(document authorizing the representative to sign the Agreement: document name, No. and date of issue)*,  and  National Research University Higher School of Economics (Russia) (hereinafter “HSE University”), represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(position)* \_\_\_\_\_\_\_\_\_\_\_ *(full name)*, acting on the basis of \_\_\_\_\_\_\_\_\_\_\_\_ No. \_\_\_\_\_\_\_\_\_\_, dated \_\_\_\_\_\_\_\_\_\_\_ *(Power of Attorney No.\_\_\_\_\_, dated \_\_\_\_)*, collectively referred to as the “Parties”, and individually as a “Party”. |
| **1. SUBJECT OF THE AGREEMENT**   1. The Parties have entered into this Agreement with the aim of establishing and developing academic cooperation therebetween as part of the joint basic research project competition in the field of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. |
| **2. TERMS AND DEFINITIONS FOR THE PURPOSES OF ACADEMIC COOPERATION**   1. **Intellectual Property** refers to works of science, literature and art, software programs, databases, inventions, utility models, industrial designs, production secrets (know-how), tradenames, commercial designations, and trademarks, as well as other objects recognized as intellectual property as per the respective national legislation of the Parties. 2. **Intellectual Property Rights** refer to the rights that allow their owners to use the intellectual property rights at their own discretion.   2.3. **Confidential Information** includes any information, the confidentiality of which has been directly indicated by one of the Parties (the owner) in writing as “Confidential”.  Confidential information does not include information that was universally available at the moment of its disclosure or receipt, or becomes universally available during the period of its execution.   * 1. **A third party or third parties** mean any individuals or legal entities, organizations, public authorities or state bodies, local self-government bodies, and international organizations that are not Parties to this Agreement.   2. **Joint research projects** refer to academic research carried out with the financial support provided hereunder by one and/or both Parties as part of academic cooperation in the areas of mutual interest.   3. **Research publications** refer to peer-reviewed and non-peer-reviewed research publications, e.g., journal articles, conference reports, articles (chapters) in collections (books), monographs, and preprints, as well as other academic works. |
| **3. AREAS OF ACADEMIC COOPERATION**  3.1. The Parties may cooperate in the following areas:   * joint research projects; * sharing scientific research information and publications; * joint research projects in identified fields of mutual interest; * exchange of experience among researchers, academic staff and PhD students, including through mobility; * organizing joint research events (e.g., conferences, symposia, workshops, etc.), as well as meetings and research seminars, etc.; * preparing and releasing joint publications, based on the results of academic research projects and events; * setting up commissions/committees, groups and other teams of experts; * developing and promoting joint research strategies, policies and programmes.   This list is not exclusive and may foresee other areas of academic collaboration, which may appear in the future. |
| 3.2. Any specific partnership project, event or programme under any specific area of academic cooperation is subject to the availability of funds and the mutual consent of the Parties. The terms for such academic cooperation shall be discussed and agreed upon in writing by both Parties via signing of respective contracts and/or agreements prior to the starting date of any particular project, event or programme. |
| 3.3. The Parties to this Agreement shall strive to secure financial support from appropriate organizations in both countries, including public authorities, entities of any legal form, or individuals for relevant cooperative actions within respective areas of collaboration, while also assisting each other as considered appropriate when drawing up applications for project funding.  3.4. Third parties may be involved by the Parties in the activities hereunder after consultations with the other Party.  3.5. The Parties may grant access to information considered necessary for exercising the provisions of this Agreement.  **4. INTELLECTUAL PROPERTY RIGHTS**  4.1. An exclusive right to intellectual property created by a Party prior to the conclusion of this Agreement, or during the validity of this Agreement, but without the involvement of the other Party, shall be vested with the Party whose activities generated such property. Each Party may acquire the rights to use intellectual property, which is owned by the other Party, as per separate agreements and contracts.  4.2. An exclusive right to intellectual property created jointly by the Parties during the activities listed in clause 3.1 hereof shall be vested with both Parties. In turn, the Parties shall exercise exclusive rights to the intellectual property on the basis of separate agreements, including the individual terms and conditions thereof, if such intellectual property rights are jointly owned by the Parties.  4.3. Should either Party lose interest in maintaining legal protection, this Party shall notify the other Party and take the necessary steps to transfer its exclusive right to the other Party, in full and free of charge.  4.4. Intellectual property, the exclusive right owned by both Parties jointly, can be used by either Party at its own discretion.  4.5. If a Party involves third parties in the activities listed in clause 3.1 hereof, this Party shall directly settle with such third parties any matters regarding the exclusive right to protectable intellectual property created by third parties.  4.6. Each Party may use the name and trademarks (logos) of the other Party solely to signal their cooperation hereunder.  **5.** **CONFIDENTIALITY**  5.1. The Parties must observe information confidentiality. The obligations pertaining to the confidentiality of information shall be imposed upon the signing of this Agreement and remain binding for a period of 5 (five) years.  5.2. Each Party shall take reasonable steps to protect confidential information, treating it with the same caution as it would with its own confidential information.  5.3. Each Party may grant access to, transfer or disclose confidential information only with the prior consent of the other Party, unless such information is accessed and disclosed for this Agreement’s purposes.  5.4. Confidential information can be disclosed to third parties pursuant to the local legislation applicable to the Parties or upon the request of respective official authorities. |
| **6. COORDINATION OF THE AGREEMENT**  6.1. At\_\_\_\_\_\_\_\_\_\_\_\_\_ ***(Organization’s name),*** \_\_\_\_\_\_\_\_\_\_\_\_\_ (*position*), and \_\_\_\_\_\_\_\_\_\_\_\_\_ (*subdivision*) shall be responsible for the coordination of the Agreement.  E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_.  **At HSE University,** \_\_\_\_\_\_\_\_\_\_\_\_\_ (*position*), \_\_\_\_\_\_\_\_\_\_\_\_\_ (*subdivision*) shall be responsible for the coordination of the Agreement.  E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_.  If the coordinating units or staff are changed, the Parties must inform each other through their regular channels of communication.  **7. PERSONAL DATA**  7.1. Both Parties hereby guarantee that they will request and process personal data (hereinafter “PD”), including PD transmitted verbally, only to the extent necessary for properly exercising the provisions of this Agreement and according to applicable laws. The Parties agree that any failure to provide necessary PD can make it partially or completely impossible to fulfil the terms and conditions of this Agreement.  Only data that has undergone anonymization can be processed for statistical purposes and consequently disclosed to the public authorities and individuals in those cases established by relevant laws. Anonymization implies the modification of personal data whereby the details of personal or factual circumstances can no longer be assigned to a specific or identifiable natural person, or only with the expenditure of time, costs and manpower disproportionate to the results.  7.2. The Parties will inform each other about the contact persons with respect to the processing of personal data, including the telephone numbers and e-mail addresses of such persons. The terms for PD processing are specified in the Annex hereto. |
| **8. FINAL PROVISIONS**  8.1. The Parties shall consider this Agreement to be a declaration of intent, rather than a legally or financially binding document on joint activities. They also proceed from the fact that nothing herein, therefore, shall diminish the full authority and rights of either Party. In all cases, this Agreement is only applicable in part where it does not contradict the respective national legislation of either Party. |
| -----------------------------------------------------------------------------  **Select one of the options listed below:**  *Option 1*  8.2. This Agreement shall come in effect after the latest date of signing by authorized representatives of the Parties and remain in force for a period of 5 (five) years as of its signing.  *Option 2*  8.2. This Agreement shall remain in force for a period of 5 (five) years from the date of entry into force (effective date).  As per Article 105 of Federal Law of the Russian Federation No. 273-FZ “On Education in the Russian Federation”, dated December 29, 2012, the opinion of the competent Russian federal authority (Ministry of Science and Higher Education of Russia) on this Agreement must be obtained.  This Agreement will enter into force and will be deemed to be concluded on the date when HSE University obtains the opinion, except for the cases when the relevant opinion is obtained prior to signing of this Agreement. In the latter case, this Agreement enters into force upon its signing by the Parties, starting from the date of the last signature.  -----------------------------------------------------------------------------  8.3. The Agreement can be renewed for a new term after its expiration date by signing a new written agreement. Amendments to the cooperation programme should be implemented through written addendums, agreed upon by both Parties.  8.4. Either Party may terminate this Agreement by giving a written notice to the other Party at least 6 (six) months prior to the termination date. Furthermore, this Agreement may only be amended by the written consent of both Parties.  8.5. Throughout the period of the Agreement, the Parties may share information about the fulfillment of obligations hereunder in electronic form, using the contacts specified in the Agreement. Unless stated otherwise by any Party during the period of this Agreement and after its expiration, the obligations of the Parties shall be considered fulfilled in the absence of mutual material claims.  8.6. This Agreement shall be governed by the law of the Russian Federation. Any disputes between the Parties, including disputes regarding the joint intellectual property rights, shall be settled in the Moscow Arbitration Court. |

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| 8.7. This Agreement has been drawn up in Russian in 2 (two) copies of equal legal power, with 1 (one) copy for each Party. | | |
| **Signatures of the Parties** | |
| **\_\_\_\_ (*Organization’s name*)**  *Address:*  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_ (*full name, position*)  Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **NATIONAL RESEARCH UNIVERSITY HIGHER SCHOOL OF ECONOMICS**  *Address:*  *20 Myasnitskaya Ulitsa, Moscow, 101000*  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_ (*full name, position*)  Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

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| **ANNEX:**  **PERSONAL DATA PROCESSING**   1. Pursuant to p. 7.2 hereof, the Parties have hereby established the terms for the processing of personal data (hereafter “PD”). 2. Each Party undertakes the following measures:  * Assess PD security threats and undertake appropriate protection measures at the organization’s level. Such measures include the establishment of procedures for the provision of access to PD (i.e., access shall be granted only to persons who require it for exercising their employment duties) and a security system on the premises where the PD processing information systems are located. This security system shall prevent any unauthorized persons from uncontrolled entry or presence on the respective premises. * Utilize information security tools that have been duly approved as per the procedures established by the national legislation. * Terminate the processing of PD after achieving its purposes or upon the withdrawal of consent of the PD subject, if the necessity for further PD processing does not arise from the Agreement or the requirements of the national legislation.  1. The PD policy of \_\_\_\_\_\_\_\_\_\_\_\_\_ (*Organization’s name*) is available online at: \_\_\_\_\_\_\_\_\_\_\_\_\_ (*website*).   HSE University’s policy with respect to PD processing (i.e., Regulations on Personal Data Processing at HSE University) is available on HSE University’s website (portal) at: <https://www.hse.ru/docs/206426922.html>.   1. The legal regulation of PD protection in the territory of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*country of the Organization’s location*) is carried out in accordance with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*applicable PD processing regulations*). \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*name of the PD protection regulatory authorities*) is responsible for PD protection in the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*country of the Organization’s location*).   The legal regulation of PD protection in the territory of the Russian Federation is carried out in accordance with Federal Law No. 152-FZ “On Personal Data”, dated July 27, 2006. The Federal Service for Supervision of Communications, Information Technology, and Mass Media (Roskomnadzor) is responsible for PD protection in the Russian Federation. | | | |
| **Signatures of the Parties** | | |
| **\_\_\_\_ (*Organization’s name*)**  *Address:*  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_ (*full name, position*)  Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **NATIONAL RESEARCH UNIVERSITY HIGHER SCHOOL OF ECONOMICS**  *Address:*  *20 Myasnitskaya Ulitsa, Moscow, 101000*  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_ (*full name, position*)  Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
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