

A G R E E M E N T  
on cooperation  
between  
the National Academy of Sciences of Ukraine (NAS of Ukraine)  
(Ukraine)  
and  
the National Institute for Astrophysics (INAF)  
(Italy)

Wishing to strengthen mutual understanding and friendship between **Italy** and **Ukraine**, in the interests of mutually beneficial cooperation in the area of research, higher education and training of highly skilled specialists in the common fields of interest, as well as acknowledging the importance of direct contacts between scientists, scholars, and students for the development of research and implementation of its results to meet the social needs, the **National Academy of Sciences of Ukraine (Ukraine)**, represented by the **President Academician Borys Paton**, acting on the basis of the NAS of Ukraine Statute, and the **National Institute for Astrophysics (Italy)**, represented by the **President Professor Nicolò D'Amico**, acting on the basis of powers available to him, hereinafter referred to as "**Parties**", have agreed to the following:

**I. Subject of the Agreement**

1.1 The subject of this General Agreement is a scientific cooperation aimed at developing research activities of both Parties in the fields of theoretical and observational astrophysics, both from ground and from space, and of radioastronomy in particular, including the use of existing and future instrumentation available to each Partner and the exchange of the related technology.

**II. Aims of the Agreement**

2.1. Both Parties express the willingness to carry out joint research on pressing scientific problems of mutual interest.

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

2.3. The Parties shall cooperate in organizing bilateral joint conferences and seminars. They shall also invite representatives of the other Partner to attend international symposia, conferences, and seminars, as well as anniversaries and memorable celebrations held by the Partner.

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

2.5. The Parties agree that the most efficient form of cooperation shall be by establishing direct contacts in specific areas, based on the interests of laboratories, subunits, or just individuals, and in the form that shall be the most acceptable for both Parties.

2.6. Selection of candidates to be sent to the other Partner and scheduling of 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.

### **III. Working Program**

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

### **IV. Financial and Other Terms**

4.1. This Agreement does not contemplate any exchange of funds. 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, 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 researchers with the equipment facilities in the host Party to enable them to carry out the agreed upon activities.

4.4. Each Party must provide liability insurance for the personnel undertaking the mobility involved in the exchange.

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 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 shall not 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 resolution of any disputes concerning the interpretation and/or execution of this Agreement and/or project activities related to it, if it is not possible to define amicably, shall be referred to an arbitration panel composed of one member designated by each Party and one chosen jointly.

4.9. The Parties shall carry out all activities under this Agreement through the offices responsible for international activity organization at the National Institute for Astrophysics, Rome, and the National Academy of Sciences of Ukraine, Kiev.

## **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 fulfil 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 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 2 (two) copies in the English language, which have equal force. Each Party shall retain 1 (one) copy of the Agreement.

## VI. Legal Addresses of the Parties

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On behalf of the National  
Academy of Sciences of Ukraine

\_\_\_\_\_  
President  
Academician  
Borys Paton



### National Institute for Astrophysics

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On behalf of the National  
Institute for Astrophysics

\_\_\_\_\_  
President  
Professor  
Nicolò D'Amico



"25" September 2018