

**FRAMEWORK PARTNERSHIP AGREEMENT BETWEEN  
THE UNIVERSIDAD DE ORIENTE (CUBA)  
AND  
ARISTOTLE UNIVERSITY OF THESSALONIKI (GREECE)**

ON THE ONE HAND: The UNIVERSIDAD DE ORIENTE (hereinafter called the "UO"), belonging to the Ministry of Higher Education, legally constitute in accordance with Law Number 16 of date November 22<sup>nd</sup>, 1949 of the Government of the Republic of Cuba, officially recognized on October 10<sup>th</sup>, 1947, and situated in Patricio Lumumba Avenue, Altos de Quintero, C.P. 90 500, Santiago de Cuba, Cuba, herein legally represented by the Rector Dr. Diana Sedal Yanes, position held under Resolution Number 64 of date June 12<sup>th</sup>, 2017 of the Ministry of Higher Education of the Republic of Cuba.

ON THE OTHER HAND: THE ARISTOTLE UNIVERSITY OF THESSALONIKI (hereinafter called the "AUTH"), legally constitute in accordance with Law Number 3341/14.6.25 of the Government of Greece, situated at the Administration Building "K. Karatheodori", Aristotle Campus, 54124 Thessaloniki, Greece, herein legally represented by (the Rector Prof. Nikolaos G. Papaioannou) position held under Resolution Number 432 / 5.7.2019

Both PARTIES mutually recognized their legal capacity for this act, and agree to sing the Collaboration Partnership Agreement (hereinafter called the "AGREEMENT") ruled by the following clauses:

**CLAUSES**

**FIRST: THE OBJECTIVE OF THE AGREEMENT**

- 1.1 The UO and the Aristotle University of Thessaloniki will establish strategic alliances to facilitate the interuniversity cooperation in the fields of teaching and research, in both undergraduate and postgraduate programs, as well as, to promote institutional relations to achieve higher levels of internationalization of both institutions in those specific areas of possible cooperation that are of common interest.
- 1.2 The relations established between the PARTIES has a non-profit character, is based mainly on scientific and technical collaboration to contribute to the academic, research and cultural development.
- 1.3 The extent of the collaboration shall be conditioned, in each particular case, to the availability of the resources of each institution.

**SECOND: THE COMMITMENT OF THE PARTIES**

For the purpose of this cooperation, the PARTIES hereby agree as follows:

- To promote the development and exchange of information, including but not limited to, publications, data and other pedagogical materials.
- To inform the other PARTY of the execution of congresses, colloquia, scientific meetings and seminars held by each PARTY, and the exchange of publications and documents resulting from this activities.
- To encourage, within the current regulatory framework of each institution, the involvement of teaching and research staffs and students of the other PARTY in courses, seminars or congresses held by each institution.
- To support, within each of the PARTIES possibilities, the temporary exchange of professors, either for teaching or research purposes.
- To promote, within each PARTIES possibilities, the temporary exchange of students of the other PARTY, providing that these students meet the current requirements of the receiving institution.
- To carry out joint research projects with the participation of researchers of both institutions.
- To support the joint participation of the PARTIES international interuniversity cooperation programs.
- To support, within each of the PARTIES possibilities, the cultural and sports exchange of all kinds between both institutions.
- To carry out the cooperation actions derive from this AGREEMENT, with absolute respect to their respective regulations, institutional directives and applicable national legislation.
- To defer the fulfilment of one PARTY obligations if, after the signature of this AGREEMENT the other PARTY manifest to be unable to fulfil an essential part of its obligations.
- To develop all the actions within the framework of this AGREEMENT on basis of unrestricted respect of the subject matter hereof.

### THIRD: THE PERFORMANCE OF THE AGREEMENT

Any concrete collaboration that may be developed within the framework of what have been established in the first clause must be required to and previously agreed by the PARTIES and detailed in SPECIFIC AGREEMENTS in order to conduct all the activities effectively, each SPECIFIC AGREEMENT must define the concrete commitments of each institution specifically those regarding funding, research or teaching programs and academic organization.

### FORTH: THE MONITORING AND EVALUATION

4. 1. For a successful performance of the activities established in this AGREEMENT, both PARTIES will name a Monitoring and Evaluation Committee, whose function will be:

- a) To determine the approved and practical actions to be executed.

- b) To coordinate the elaboration and signature of the SPECIFIC AGREEMENTS arising out from this AGREEMENT.
- c) To monitor and evaluate the SPECIFIC AGREEMENTS and its results.
- d) And other functions agreed by the PARTIES.

4.2. This Monitoring and Evaluation Committee will be integrated by a representative of each of the PARTIES.

For the AUTH: Thrasyvoulos Tsiatsos, Assoc. Prof. School of Informatics

For the UO: Dr. Miriam Marañón Cardonne, Dean Faculty of Telecommunications, Computer Science and Biomedical

#### FIFTH: THE INTELLECTUAL PROPERTY

5.1. The PARTIES will keep constant vigilance on the results obtained from the execution of the projects derive from this AGREEMENT in order to determine the possibilities of obtaining and register of patents.

5.2. If the joint development of projects results that have to be protected by any of intellectual property method, the PARTIES will mutually agree upon the ownership and authorship of the results taking in account the contribution of each of the PARTIES in the execution of the projects.

5.3. Both PARTIES will establish by mutual agreement the strategy to follow with respect to the requests of Patents and will abstain from making any disclosure of the results or patent application, without first having obtain the approval of the other PARTY by means of an express document.

#### SIXTH: THE RESULTS

6.1. The obtaining results derive from actions of any of the SPECIFIC AGREEMENTS will be evaluated for its ownership, registration and disclosure by the PARTIES and both of them will promise to keep the necessary discretion regarding those results.

6.2. It will be the responsibility of the PARTIES, if required, to guarantee the confidentiality of the studies carried out, as well as to authorize the publication of final or partial results obtained.

6.3. The publication and/or disclosure of any information, material, document, proceedings, etc. resulting from the joint activity, must be consulted, assessed and approved by both PARTIES.

6.4. The benefits obtained as a result of the work carried out, will be distributed equally by previous agreement between the PARTIES, taking into account the degree of participation and investment of the PARTIES.

#### SEVENTH: THE CONFIDENTIALITY

7.1. The PARTIES commit themselves to keep the proper discretion on the information they have access to or they arrive at as a consequence of this collaboration.

7.2. The information that is exchanged among those who subscribe this AGREEMENT have to be clearly marked as "confidential", "secret", "public", or any other mark as determined, with the set purpose of safeguard and protect the information exchange between the PARTIES. Any change in the classification of the given information received in determine circumstances by one the PARTIES shall be consulted with the sender institution, subject to prior consent in written by the sender PARTY.

#### EIGHTH: THE USE OF CORPORATIVE IMAGE

8.1. In any of those cases in which as consequence and in application of the clauses herein exposed the Universidad de Oriente may consider necessary to make use of the logos of the Aristotle University of Thessaloniki, the UO shall request previous authorization thereof specifying the corresponding application (either graphic or electronic and any other support) and the requested use. Likewise, in any of those cases in which as consequence and in application of the clauses herein exposed the Aristotle University of Thessaloniki may consider necessary to make use of the logos of the Universidad de Oriente, the AUTH shall request previous authorization thereof specifying the corresponding application (either graphic or electronic and any other support) and the requested use.

8.2. The authorization in all the cases must be given in written, it will specify the use or uses for which it has been recognized, as well as the duration period, none of the cases can exceed the duration period of this AGREEMENT.

8.3. Nevertheless, when the use of logos and other identifying marks of both institutions have a profitable character for the requested entity the corresponding trademark license agreement must be formalized.

#### NINTH: THE INTERPRETATION AND RESOLUTION OF DISPUTES

9.1. This AGREEMENT is the result of good faith between the PARTIES and they will use their best efforts to settle amicably any disputes that may arise out or in connection with the execution or interpretation of this AGREEMENT.

9.2. In case of disagreement to settle amicably any disputes, the affected PARTY may establish a claim to the Principal Directive of the counterpart in a term of fifteen (15) working days and it becomes effective since the non-fulfilment date in order to solve the disagreement.

#### TENTH: THE CAUSES OF EXEMPT OF RESPONSIBILITY

10.1. It will be consider causes of responsibility exemption for determined non-fulfilment, those arisen out after the signature of this AGREEMENT and that have not being imputable to any of the PARTIES, that obstruct the fulfilment of the AGREEMENT as consequence of events of extraordinary character, specials or accidental and inevitable for the completion thereof.

10.2. The PARTY referred to such circumstances, shall communicate the other PARTY in written and without delay at the beginning and ending of the situation, and shall prove the occurrence of the event with the legal necessary documents issued for such purposes by the corresponding authorities where the cause of force majeure occurred. While those causes last, the AGREEMENT will be suspended in those aspects that is affected, until the end of the established term agreed by the PARTIES, once that term ends it can be solved.

#### ELEVENTH: THE MODIFICATION, TERMINATION O RESOLUTION OF THE AGREEMENT

11.1. Any precision and/or complementation of the agreed clauses herein will be carried out through supplements signed by the PARTIES.

11.2. Any proposal of modification or termination of the AGREEMENT and of the SPECIFIC AGREEMENTS will be communicated in written to the other PARTY within ten (10) working days following the dates of knowing the causes for such proposal. The receiving PARTY will respond in the next twenty (20) working days.

11.3. This AGREEMENT may terminate for the following reasons:

- a) Agreement of the PARTIES.
- b) The decision of any of the PARTIES provided that the cause for terminating the AGREEMENT and it has to notify the other PARTY with at least thirty (30) days in advance, supporting its decision and notifying the reasons and without prejudice to the indenisation that may proceeded.

Due to the extinction of the legal personality of any of the parties, changes in structure are not considered as such.

11.4. In case of termination or resolution of the AGREEMENT by any of the causes related herein, the pending action that cannot be interrupted will continue their course until their full completion.

**TWELFTH: THE APPLICABLE LAW AND JURISDICTION**

People related to this AGREEMENT will be subject to regulations in force at the institution where their activities are carried out. The selection of people to move, for any concept, from one institution to another, will be carried out according the regulations of the home institution, without prejudice to their acceptance in the receiving institution.


**THIRTEENTH : THE DURATION**

This AGREEMENT shall come into effect when signed by the PARTIES. It shall last for five (5) years and it can be extendable by mutual agreement of the PARTIES by means of a written communication signed by their legal representatives taking into account the periodic analysis of the achievements and results.


**IN WITNESS WHEREOF, the PARTIES hereto signed this AGREEMENT by the duly authorized officers of the respective institutions**

For the Universidad de Oriente,

For the Aristotle University of Thessaloniki,

  
Dr.C. Diana Sedal Yanes  
Rector

  
**Rectora**

  
Prof. Nikolaos G. Papaioannou  
Rector

Santiago de Cuba, 02-12-2020

Thessaloniki, 26.11.2020