

MEMORANDUM OF AGREEMENT BETWEEN THE BELARUSSIAN STATE UNIVERSITY AND MALAGA UNIVERSITY

Acting on behalf of their respective institutions, the Rector of Malaga University Prof Dr Adelaida de la Calle Martin, with head office at the Rectorate, C/ Cervantes 2, E-29071 Malaga (Spain), and the Rector of the Belarussian State University, Prof Dr Vasili Strazhau, with head office in 4, Nezavisimosti Avenue, 220050 Minsk (Belarus), agree to sign this memorandum of agreement with the following declarations and articles.

Declarations

Both parties state that:

1. Their mutual complementarity will assist their respective institutional development, enhancing their educational, research, technological and cultural capacity.
2. In this way, the great social responsibility of education shared by both institutions will be honoured.
3. Both parties acknowledge the other as being qualified to sign this agreement, which will be subject to the following articles:

Article 1: The aim of this agreement is to develop joint study, exchange and co-operation programmes for lecturers, students and researchers under the terms stated below.

Article 2: Preferably, these activities will concern the following:

- (a) Providing information concerning curricula, administrative and academic planning on a one-to-one basis or on the request of one of the parties.
- (b) Exchanging teaching materials and reference work.
- (c) Receiving visiting lecturers over a specific period of time in order to give conferences, attend courses and participate in the development of common teaching programmes.
- (d) Carrying out joint research work and projects on themes of mutual interest, with the possibility of resorting to outside funding subject to the agreement of both parties.
- (e) Collaborating in R & D projects already being executed by the other party, exchanging information, administrative, technical, teaching staff and researchers.
- (f) Receiving postgraduates that wish to attend postgraduate or specialist courses, or study doctorate and extension programmes.
- (g) Facilitating access to laboratory equipment, as well as providing assistance when necessary.
- (h) Providing under and postgraduates with academic guidance with the aim of encouraging them to participate in seminars and other complementary programmes.

(i) Organising conferences, seminars and courses dealing with problems that may interest one or both parties, (j) Preparing joint programmes and curricula. (k) Carrying out other co-operation activities agreed upon by both parties.

Article 3. Likewise, both universities promise:

- (a) To facilitate access to academic, scientific, technological and cultural services for lecturers, researchers, graduates and visiting students.
- (b) The receiving institution will help visitors to find accommodation and establish contacts with the teaching staff of the corresponding programme.
- (c) Exchange students will be entitled to the privileges normally granted to students at the receiving institution.

Article 4. Both parties agree to extend exchanges to all the subjects or subject matters taught at each institution.

Article 5. The technical, administrative and teaching staff appointed by both institutions to carry out the aforementioned activities will have to be accepted by both parties on the grounds of their suitability to carry out the said tasks.

Article 6. Those people participating in the different exchanges contemplated in this agreement will be chosen by the home institution and accepted by the receiving institution, and will be responsible for taking out all the relevant insurance policies before travelling.

Article 7. A sub-agreement or protocol should be signed for each separate programme or project, and should include the following information: (a) The origin, nature and description of the programme/project in question. (b) The names of the programme/project participants and representatives of each institution. (c) The duration of the programme/project. (d) The funding provided to cover costs related to the programme/project and the distribution of the monies in question. (e) The arrangements made concerning the accommodation and participation of those invited to take part in university activities, etc.

These sub-agreements should be approved by the rector of each university.

Article 8. In the case of joint study or student exchange programmes, the teaching staff of the relevant study area will establish credit transfer and study acknowledgement procedures in accordance with the laws in force in each country to facilitate the acknowledgement by the home institution of courses taken at the receiving institution.

This system should be described in each sub-agreement or specific protocol and approved by the corresponding academic authorities of both universities.

Article 9. All information resulting from joint activities carried out within the framework of this agreement will be made available to both parties, unless otherwise stated.

All resulting patents will be subject to the relevant laws in force in the country of the inventor, and he/she will abide by the agreements in force between him/her and his/her institution. Agreements concerning the use of patents should have the consent of all the co-inventors.

Article 10. All copyrights resulting from work carried out within the framework of this agreement will belong to both parties.

Regarding those initiatives in which it is possible to obtain results of economic importance, both parties will take all necessary steps concerning the copyright of results obtained and their protection.

Article 11. Both parties promise to approach their respective official institutions, such as the ministry of foreign affairs of each country, research, scientific and technical councils or similar bodies, international bodies, foundations, and public and private associations, in order to get them to contribute to a better achievement of the goals of this agreement.

Article 12. Both rectors will have three months to appoint a committee, commission or representative to co-ordinate and revise the activities carried out within the framework of this agreement. Both universities will prepare an annual report on activities, which will be sent to the other party.

All these activities should be approved by both rectors, who will appoint representatives for executing the corresponding projects.

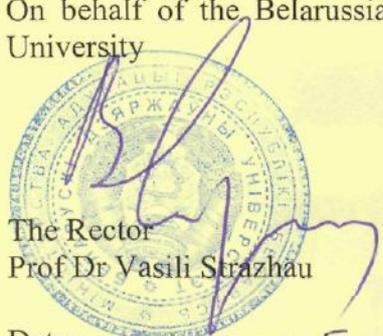
Article 13. This agreement will not affect the right of each party to sign similar agreements with other institutions.

Any point that has not been provided for in this agreement will be resolved by mutual agreement between both parties.

Article 14. This agreement will come into force on the date of signature by the corresponding authorities and will be valid for a period of five years, with the possibility of being extended tacitly for one-year periods. Nevertheless, each party has the right to give notice of termination of this agreement, which should be given in writing and with six-months' notice, without affecting pending actions that have not been terminated expressly by the undersigned. Should this arise, both parties should agree upon the terms of the said notice of termination, after which no reclamation, obligation or settlement will be valid. The written notice of termination should be sent by registered post to the address of the parties given in this agreement.

Article 15. All problems arising from the performance, interpretation and execution of the articles of this agreement will be subject to the law currently in force in each country.

This agreement comprises four copies (two in English and two in Spanish), signed by the legal representatives of both universities. All of the aforementioned copies have the same value.

On behalf of the Belarussian State University	On behalf of Malaga University
	
The Rector Prof. Dr. Vasili Strazhau	The Rector Prof. Dr. Adelaida de la Calle Martin
Date: 26.12.2005	Date: