



Framework agreement on the establishment of the international doctoral school network INTENSE

Between

National University of Mongolia (Монгол Улсын Их Сургууль) having its legal address at Ikh Surguuliin gudamj -1, Baga toiruu , Sukhbaatar district, Ulaanbaatar city, Mongolia,

Odessa State Environmental University (Одеський державний екологічний університет) having its legal address at 15 Lvivska Str., Odessa, 65016, Ukraine,

V.N.Karazin Kharkiv National University (Харківський національний університет імені В.Н.Каразіна) having its legal address at 4 Svobody Sq., Kharkiv, 61022, Ukraine,

Khovd State University, Mongolia (Ховд их сургууль) having its legal address at , Erkh Chuluu street 1, Jargalant sum, Khovd aimag, Mongolia,

HoChiMinh City University of Natural Resources and Environment (Đại học Tài nguyên và Môi trường Tp. Hồ Chí Minh) having its legal address at 236 B Le Van Sy, ward 1, Tan Binh District, HoChiMinh City, Vietnam,

Hanoi University of Science and Technology (Trường Đại học Bách Khoa Hà Nội) having its legal address at No 1, Dai Co Viet Road, Hanoi, Vietnam, and

Institute of Ecology of the Carpathians National Academy of Science of Ukraine (Інститут екології Карпат Національної академії наук України).

This agreement is made between National University of Mongolia, Odessa State Environmental University, V.N.Karazin Kharkiv National University, Khovd State University, HoChiMinh City University of Natural Resources and Environment, Hanoi University of Science and Technology and Institute of Ecology of the Carpathians National Academy of Science of Ukraine (from now on also collectively referred to as "INTENSE partner institutions") with Estonian University of Natural Resources (Eesti Maaülikool) having its legal address at Friedrich Reinhold Kreutzwaldi 1a, 51014 Tartu, Estonia, entering this agreement as an observer, the repository and participant of non-binding provisions for this agreement.

In the spirit of friendship and with mutual interest in cooperation, INTENSE partner institutions enter into this Framework Agreement (FA) to promote joint educational and research collaboration and promote objectives of joint doctoral training, and agree as follows:

ARTICLE 1: CONTEXT AND SCOPE OF COLLABORATION



1.1 The context of this FA is the Erasmus+ Capacity Building in the field of Higher Education (CBHE) action INTENSE – Integrated Doctoral Program for Environmental Policy, Management and Technology selected under the EU Erasmus+ call EAC/A03/2016 for the implementation in 2017-2020 (referred to as “INTENSE project” from now on).

1.2 The objective of the INTENSE project was to build adequate capacity for doctoral training in environmental science, policy, management and technology at INTENSE partner institutions, and for collaboration and networking within national and the international INTENSE partner networks in order to deliver better quality research training and ensure sustainability of the INTENSE project.

1.3 To achieve and promote INTENSE project objectives, INTENSE partners hereby establish the international network named Integrated Doctoral Program for Environmental Policy, Management and Technology (from now on also INTENSE international program).

1.4 The activities of the INTENSE international program will include, but will be not limited to the following:

- Sharing and creation of educational materials and resources using e-learning platforms developed and maintained under the INTENSE project or other means;
- Academic exchange of students for short- to medium-term periods, internships, technological practical training in the related area of studies with the subsequent transfer of credits in line with the basic provisions of the ECTS;
- Exchange of academic and non-academic staff for delivering lectures on latest developments in science and industry, academic process and teaching methods in both countries as well as conducting research activities and providing consultations on administrative, ICT or other relevant issues;
- Maintaining regular (at least annual) discussions of INTENSE focal points appointed by each INTENSE partner in order to operationalise the advancement of INTENSE objectives;
- Development and implementation of joint research and capacity building projects further advancing the objectives of the INTENSE program and beyond;
- Development of joint research publications;
- Exchange of relevant scientific information;
- Joint elaboration of procedures on development of academic mobility under existing institutional arrangements and with an aim to establish future ones;
- Elaboration of procedures for establishing joint research and thesis advisorship and supervision for Master and PhD students of INTENSE partners, as well as joint defences of the aforementioned theses.
- Exchange of official delegations for discussions of current aspects of INTENSE collaboration activities.

1.5 Any specific activity developed under this FA shall be detailed in a subsequent agreement, signed by each institution’s authorized signatory, which will describe the scope of the proposed activity, intended outcomes, budget, and responsible departments or individuals.



1.6 All activities shall be subject to the availability of funds and the approval of each institution's authorized representatives.

ARTICLE 2: DURATION AND EVALUATION

2.1 This FA shall be in effect for a period of 5 years from the last date of signature. Either party may request termination of this agreement, in writing, ninety (90) days prior to the proposed termination date. Any activities in progress at the time of termination shall be permitted to conclude as planned unless otherwise agreed in writing.

2.2 A joint evaluation of the FA will be initiated by the designated representatives six (6) months prior to the expiration date. Following the evaluation, the FA may be renewed and resigned for an additional five (5) year period, unless a partner will send a termination note.

2.3 Amendments to this FA may be requested, in writing, by either party and approved by the authorized signatories.

ARTICLE 3: NON-DISCRIMINATION

The parties agree not to discriminate on the basis of religion, race, creed, national or ethnic origin, sex, age, handicap, political affiliation, sexual orientation, disability or status as a veteran.

ARTICLE 4: COMPLIANCE WITH LAW

The parties specifically intend to comply with all applicable laws, rules and regulations as they may be amended from time to time. If any part of this Agreement is determined to violate federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to any such provisions. If the parties fail to agree within a reasonable time to revisions required to bring the entire Agreement into compliance, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.

ARTICLE 5: FORCE MAJEURE

In the event students are unable to complete the Program due to causes beyond the control of INTENSE partner institutions, including, but not limited to: acts of God; war; acts of the government; fires; floods; epidemics; quarantine restrictions; strikes, labor disputes or work stoppages; transportation contingency; and freight embargoes; other catastrophes or any similar occurrences beyond the reasonable control of INTENSE partner institutions, INTENSE partner institutions will assist the affected students in finding an alternate site to complete the Program.

ARTICLE 6: PERSONAL DATA PROTECTION

The parties acknowledge that information (if any) received from INTENSE program partners regarding students may be protected by relevant personal data protection regulation



applicable in countries where the data were received from and to, and agree to use such information only for the purpose for which it was disclosed and not to make it available to any third party without first obtaining the written consent by students or staff.

ARTICLE 7: USE OF NAME

None of the parties shall use the name, logo, likeness, trademarks, image or other intellectual property of either of the other parties for any advertising, marketing, endorsement or any other purposes without the specific prior written consent of an authorized representative of the other party as to each such use. All the institutions participating in the INTENSE program are entitled to the use of INTENSE visual identity in their publications and any other information contents produced within and for the INTENSE program.

ARTICLE 8: INDEPENDENT CONTRACTORS

Each party is separate and independent and this Agreement shall not be deemed to create a relationship of agency, employment, or partnership between or among them. Each party understands and agrees that this Agreement establishes an independent contractor relationship and that the agents or employees of each respective party are not employees or agents of any other party.

ARTICLE 9: SEVERABILITY

The provisions of this Agreement are severable, and if any provision of this Agreement is found to be invalid, void or unenforceable, the remaining provisions will remain in full force and effect.

ARTICLE 10: WAIVER

The waiver of any breach of any term of this Agreement does not waive any subsequent breach of that or another term of this Agreement.

ARTICLE 11: ASSIGNMENT

No party may assign this Agreement or any rights or obligations under this Agreement to any person or entity without the prior written consent of the other parties. Any assignment in violation of this provision is null and void.

ARTICLE 12: GOVERNING LAW

The Parties agree that the FA does not create a relationship that require a ruling by a court; individual activities provided for by this FA shall be governed by additional contractual arrangements, if such arrangements are deemed to be necessary by contracting parties. The United Nations Convention on Contracts for the International Sale of Goods ("UN CISG") shall not apply to this Agreement.



ARTICLE 13: ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding between the parties as to the subject matter hereof and supersedes all prior discussions, agreements and undertakings of every kind and nature between them, whether written or oral, with respect to such subject matter. This Agreement may subsequently be modified only by a written document executed by all the parties.

ARTICLE 14: NOTICES

Any consent, waiver, notice, demand, request or other instrument required or permitted to be given under this Agreement or any related agreements shall be in writing and shall be delivered by hand or sent e-mail, prepaid telex, cable or facsimile transmission, or sent, postage prepaid, by registered, certified or express mail or reputable overnight courier service and shall be deemed given when so delivered by e-mail, hand, telexed, cabled or transmitted, or if mailed, five (5) days after the notice is delivered to the courier service, addressed to the addresses set forth herein, or to such other address as may later be specified in writing by each party.



Co-funded by the
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of the European Union



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Signatures

We, undersigned, declare to have read and accepted the terms and conditions of the Framework agreement on the establishment of the international doctoral school network INTENSE as described here before:

Coordinating institutions of the CBHE Erasmus+ project INTENSE – Integrated Doctoral Program for Environmental Policy, Management and Technology (586471-EPP-1-2017-1-EE-EPPKA2-CBHE-JP)

Title of the institution: Estonian University of Life Sciences

Place and date: Tartu, 15/11/2019

Name and function of the signatories:



Mait Klaassen,
Rector

Signature/Stamp:

[Handwritten signature]

Kalev Sepp,
Coordinator of Erasmus+
CBHE project INTENSE

Signature:

[Handwritten signature]

Member of the International doctoral school network INTENSE

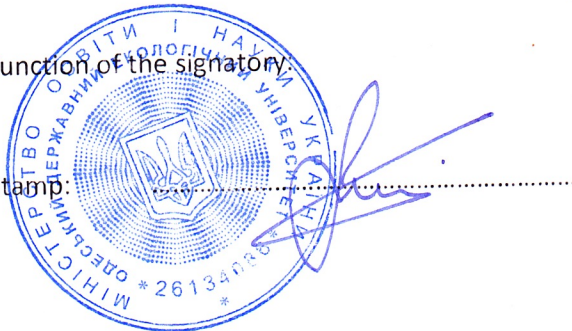
Title of the institution: Odessa State Environmental University (Одеський державний екологічний університет)

Place and date: Odessa, Ukraine 04/11/2019

Name and function of the signatory:

Sergiy Stepanenko,
Rector

Signature/Stamp:





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Rector

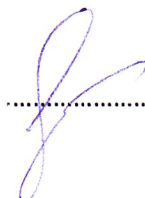
Signature/Stamp:


.....


Kalev Sepp,

Coordinator of Erasmus+
CBHE project INTENSE

Signature:



.....

Member of the International doctoral school network INTENSE

Title of the institution: V.N.Karazin Kharkiv National University (Харківський національний університет імені В.Н.Каразіна)

Place and date: Lviv, 07/11/19

Name and function of the signatory:

Vil Bakirov, 

Rector

Signature/Stamp:


.....




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Mait Klaassen,

Rector

Signature/Stamp:

[Handwritten signature]

Kalev Sepp,

Coordinator of Erasmus+
CBHE project INTENSE

Signature:

[Handwritten signature]

Member of the International doctoral school network INTENSE

Title of the institution: Institute of Ecology of the Carpathians National Academy of Science of Ukraine (Інститут екології Карпат Національної Академії Наук України)

Place and date:

Name and function of the signatory:

Mykola Kozlovsky,

Director

Signature/Stamp:



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Rector

Signature/Stamp:

[Handwritten signature]



Kalev Sepp,

Coordinator of Erasmus+ CBHE project INTENSE

Signature:

[Handwritten signature]

Member of the International doctoral school network INTENSE

Title of the institution: National University of Mongolia (Монгол Улсын Их Сургууль)

Place and date:

Name and function of the signatory:

Ochirkhuyag Bayanjargal,

Vice-President for academic affairs

Signature/Stamp:



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Signature/Stamp:

[Handwritten signature]

Kalev Sepp,
Coordinator of Erasmus+
CBHE project INTENSE

Signature:

[Handwritten signature]

Member of the International doctoral school network INTENSE

Title of the institution: Khovd state university (Ховд их сургууль)

Place and date:

Name and function of the signatory:

Nyamdorj Bavuu,
Rector

Signature/Stamp:

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8418262958



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Mait Klaassen,

Rector

Signature/Stamp:

[Handwritten signature] [Red circular stamp: EESTI MAAILIKOOL, EMU, Estonian University of Life Sciences]

Kalev Sepp,

Coordinator of Erasmus+ CBHE project INTENSE

Signature:

[Handwritten signature]

Member of the International doctoral school network INTENSE

Title of the institution: Hanoi University of Science and Technology (HUST, Vietnam)

Place and date: Hanoi,

Name and function of the signatory:

Huynh Quyet Thang,

Vice-President

Signature/Stamp:

[Handwritten signature] [Red circular stamp: GIAO DUC VA DAO TRUONG DAI HOC BACH KHOA HA NOI]



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Coordinator of Erasmus+
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Signature:

[Handwritten signature]

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Title of the institution: HoChiMinh City University of Natural Resources and Environment
(Trường đại học Tài nguyên và Môi trường Tp. Hồ Chí Minh)

Place and date:

Name and function of the signatory:

Vu Xuan Cuong

Vice Rector

Signature/Stamp:

[Handwritten signature]

