

# **AGREEMENT OF COOPERATION**

**BETWEEN**

**A.V.NEZHDANOVA ODESA NATIONAL ACADEMY OF MUSIC**

**AND**

**ACADEMY OF MUSIC AND DRAMA, UNIVERSITY OF GOTHENBURG, SWEDEN**

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The purpose of this Agreement is to promote cooperation within international exchange activities relating to students between:

**A.V.NEZHDANOVA ODESA NATIONAL ACADEMY OF MUSIC**

and

**ACADEMY OF MUSIC AND DRAMA AT THE UNIVERSITY OF GOTHENBURG**

The parties above are hereinafter jointly referred to as the Parties. The Party who hosts an exchange is hereinafter referred to as the "Host Institution" and the Party sending an exchange student or employee is hereinafter referred to as the "Sending Institution".

## **1. Agreement activities**

By signing this Agreement the two parties indicate their willingness to encourage and facilitate cooperation and contact through

- the exchange of students (bachelor or master level)
- other activities as mutually agreed

Separate agreements between individual schools, faculties and departments may be attached to this Agreement. Such agreements will be signed by appropriate officers of the units and will specify details of the cooperation.

## **2. Finances**

Both Parties understand that all financial arrangements will have to be negotiated and agreed upon with due regard to the availability of funds and other resources. Specific details for the implementation of activities will be developed mutually for each particular project.

## **3. Exchange procedures**

The general exchange procedures and regulations are specified in *Appendix 1*. These shall be applied for all exchanges under this Agreement.

## **4. General principle of reciprocity**

Exchange activities will take place on a reciprocal basis where any tuition and tuition related fees are waived by the Host Institution.

## **5. Equal opportunity**

Both Parties subscribe to the policy of equal opportunity and non-discrimination. Both Parties shall have measures in place to ensure that any individual or group will be treated equally in accordance with Article 21 of the Charter of Fundamental Rights of the European Union. There should be no discrimination based on sex, transgender identity or expression, sexual orientation, race, colour, ethnic or social origin, genetic features, language, religion or belief, political or any other opinion, membership of a national minority, property, birth, disability, age or marital status.

## **6. Intellectual Property**

Rights to results generated as a result of or in connection with joint research and education activities shall be governed by terms laid out in separate written agreements for each particular project. In lack of such agreement, it is hereby established that each Party to this Agreement (and/or its employees or agents as applicable) shall own the intellectual property (IP) conceived or first reduced to practice solely by its employees or agents in furtherance of projects or activities contemplated by this agreement. IP conceived or first reduced to practice jointly by employees or agents of both Parties shall be jointly owned.

## **7. Use of Name**

Any use of the name of the Parties including any of its constituent colleges or programmes, or related logos in advertisements, publications or notices relating in any way to the activities described in this Agreement shall be subject to prior written approval.

## **8. Duration and termination**

This Agreement is valid from the date of the last signature of the Parties and shall be in effect for three years when it expires automatically. Either Party may, by notice in writing of no less than six months terminate this agreement.

Each Party may terminate this Agreement with immediate effect by giving written notice to the other Party if:

- a. the counterparty commits a material breach and the breach is not remedied within 30 days after written notice of that breach; or
- b. the other Party is declared bankrupt, initiates winding-up or composition proceedings, enters into liquidation, begins restructuring or may otherwise be assumed insolvent.

Upon early termination, any students who have commenced their stay at either university before the date of termination may complete their exchange period.

The Parties will confer concerning the renewal of this agreement six months prior to its expiration.

The stipulations in Section 9 (Limitations of the Parties' liability) and Section 14 (Applicable law and disputes) shall survive the expiry or termination of this Agreement.

#### **Limitations of the Parties' liability**

A Party shall not be liable to the other for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered which are of an indirect, incidental or consequential nature, including any economic loss or other loss of turnover, loss of profits, business or goodwill arising out of or in connection with this Agreement or the subject matter of this Agreement. A Party is not responsible for damages caused by legal enactment, governmental action, acts of war, strikes, blockades, boycotts, lockouts, natural disasters or similar circumstances.

For other damages beyond those mentioned in the first paragraph above, a Parties total liability is limited to a reasonable amount taking into account the nature of the injury and the project's nature and economic scale. The compensation obligation shall apply to the extent such damage claims are covered by existing insurance policies.

#### **10. Assignment**

A Party may neither wholly, nor partly assign or pledge its rights and/or obligations under this Agreement to any third party without the prior written approval of the other Party.

#### **11. Notices**

Where this Agreement states that a message or notification shall be in writing, messages via email (with confirmation of receipt), shall also qualify as written. Messages to a Party regarding that Party's breach of contract may be invoked even if they are delayed, distorted or not be received by the recipient, provided that the notice has been sent in an appropriate manner. Delivery of other messages is at the sender's risk.

Notice shall be sent to the following addresses:

A.V.Nezhdanova Odesa  
National Academy of Music  
Novosel's'koho St, 63  
65000 Odesa  
Ukraine

E-mail: [vicerektor.irina.cherniaieva@gmail.com](mailto:vicerektor.irina.cherniaieva@gmail.com) and [muse@odma.edu.ua](mailto:muse@odma.edu.ua)

University of Gothenburg  
Högskolan för scen och musik  
Box 210  
SE 405 30 Gothenburg  
Sweden

E-mail: [international@hsm.gu.se](mailto:international@hsm.gu.se) or [jenny.hedlund@hsm.gu.se](mailto:jenny.hedlund@hsm.gu.se)

#### **12. Changes and amendments**

Only those amendments and additions to this contract that are made in writing and signed by the Parties are valid.

#### **13. Severability**

If any provision of this Agreement or part thereof is held invalid, this shall not affect the remaining provisions of the agreement, but shall, to the extent that the invalidity substantially affects a Party's yield from or performance of the contract, be reasonably adjusted.

#### **14. Applicable law and disputes**

This Agreement shall be governed by and construed in accordance with the laws of Sweden, without reference to its conflict-of-laws rules.

In case of any dispute or controversy in connection with the execution or interpretation of this Agreement, the Parties will endeavor to reach an amicable settlement. If an amicable settlement is not reached, the dispute shall be settled in the general district court in Gothenburg, Sweden, as first instance.

This Agreement of Cooperation is made in two equally authentic copies in English, one for each of the signing Parties.

A.V.Nezhdanova Odesa  
National Academy of Music



University of Gothenburg  
Academy of Music and Drama

Petra Frank  
Head of Academy

31/10-2022

Date