

**Agreement on Joint Programme of Scientific and Technological Cooperation
between
the Ministry of Education and Science of the Republic of Latvia
and
the Ministry of Education and Science of Ukraine**

The Ministry of Education and Science of Ukraine and the Ministry of Education and Science of the Republic of Latvia (hereinafter referred to as "Parties"),

in accordance with the Agreement between the Government of Ukraine and the Government of the Republic of Latvia on Co-operation in the Fields of Education, Science and Culture, signed on November 21, 1995,

recognizing the mutual benefits of scientific and technological cooperation;
with the purpose of development and encouragement of cooperation in science and technology,

have agreed as follows:

1. In conformity with the existing laws and regulations of their respective countries, the Parties shall establish and implement a joint program of scientific and technological cooperation (hereinafter referred to as "S&T Program") for peaceful purposes on the basis of equality and mutual benefit, and in areas of mutual interest.

The implementation of the S&T Program shall be organized by the Ministry of Education and Science of Ukraine (hereinafter referred to as "MES") from the Ukrainian side and the State Education Development Agency (hereinafter referred to as "the SEDA") from the Latvian side (hereinafter referred to as "Implementing authority"). The SEDA is a direct administration institution, which is subordinated to the Ministry of Education and Science of the Republic of Latvia.

2. For the purpose of the implementation of the S&T Program, the Parties shall set up a Joint Commission of the S&T Program (hereinafter referred to as "the Commission") to co-ordinate the implementation of the S&T Program.

2.1. The Commission shall include the representatives from both Parties. At least the three representatives from each Party shall be appointed in accordance with the rules and procedures of each Party. Each Party among its representatives in the Commission shall appoint a Chairman and a Secretary of its part of the Commission. In the periods between the meetings an exchange of information is provided through Chairmen or Secretaries of the Commission. Co-

ordination and decision-making of the Commission shall be conducted by using electronic means of communications, except the case stipulated in point 13 of the S&T Program. Each Chairman shall organize the session of the Commission. The secretaries shall ensure current work of their part of the Commission and prepare the necessary documents for the Commission's session.

2.2. The Commission shall approve:

2.2.1. priority areas of bilateral co-operation in science and technology;

2.2.2. criteria of evaluation and selection procedure for joint research projects (hereinafter referred to as "Joint Projects");

2.2.3. terms of reference and timing for the calls for proposals;

2.2.4. types of activities eligible for funding.

2.2.5. list of projects approved for funding;

2.3. The Commission shall consider the achieved results of the S&T Program and on-going/approved Joint Projects.

2.4. Each Party shall organize the Commission's sessions by turns. The expenses for the Commission's meeting organization, interpreters' services (if necessary) are covered by the host Party. The sending Party pays the travel costs for the Commission's members, health insurance, accommodation and living expenses in the other country. The Commission's meetings shall be held at least once in two years.

2.5. The decisions of the Commission shall be entered in the Minutes. The Minutes shall be taken down in English language. The Commission's Chairmen or – in case of their absence – their deputies shall sign the Minutes. The decisions of the Commission shall enter into force on the date of the signing of the Minutes.

3. The call for proposal for Joint Projects shall be launched in Ukraine and the Republic of Latvia at the same time. The selection of the projects to be implemented in the framework of the S&T Program shall be performed at the Commission's session after the call for proposal is closed.

4. The call for proposals for Joint Projects shall be open to scientists, researchers and experts from all research units, scientific institutes and higher education establishments of Ukraine and the Republic of Latvia. The necessary prerequisite is the availability of the partner from the other country. Only the project proposals submitted by both partners shall be taken into consideration.

5. Within the framework of the S&T Program the following activities shall be funded by the Parties:

5.1. personnel costs of researchers involved in the projects;

5.2. costs for project related materials, equipment and tools;

5.3. travels to Ukraine/the Republic of Latvia of research staff involved in the project;

5.4. joint seminars, conferences, meetings in Ukraine/the Republic of Latvia;

5.5. preparation and publishing of articles, materials for the joint activities.

6. Terms for funding the scientists' exchange:

6.1. short-term (up to one month) travels to each Party's country of the research staff are funded;

6.2. Each Party through its Implementing institution shall support:

6.2.1. international both way travel costs for its research staff to the country of the other Party, up to the area where the host counterpart institution is located, as well as costs of health insurance in accordance with the legislation in force of each Party;

6.2.2. the living costs in the country of the other Party (accommodation, daily allowance, local transport):

6.2.2.1. Latvian research staff travelling to Ukraine shall receive a *per diem* allowance in accordance with Latvian legislation in force;

6.2.2.2. Ukrainian research staff travelling to the Republic of Latvia shall receive a *per diem* allowance according to the List of sums and composition of expenditures for business travels for public servants, and other persons sent into the business travels by enterprises, institutions and organizations which fully or partly are funded by the public budget (Resolution of the Cabinet of Ministers of Ukraine from 02.02.2011 № 98);

6.3. The host institution shall cover the expenditures incurred for the organization of joint seminars, conferences, meetings, trips in its country.

7. Research staff from Ukraine shall submit their projects in Ukrainian language to the Implementing institution in Ukraine i.e the MES. Research staff from the Republic of Latvia shall submit their projects in Latvian language to the Implementing institution in the Republic of Latvia, i.e. the SEDA.

Each submitted project shall contain the Letter of Interest of the foreign partner.

8. The Implementing institution shall check whether the submitted projects are registered in both countries and send the projects to the experts for assessment.

9. The implementing institutions shall provide the results of the projects assessment to the Commission, which approves the list of projects to be financed by the Parties.

10. The project selection shall be based on the average score obtained on the basis of both national evaluations.

11. The Parties in accordance with the legislation in force of each Party shall allocate funds for implementing the S&T Program.

12. The project duration shall not exceed two years.

13. The funding of the projects is allocated for the first year. After the first year of the project implementation the project coordinators shall submit to the Implementing institution of their country the annual report on the progress of the project. After the assessment of the annual reports the Implementing institutions shall submit their conclusions to the part of the Commission of its country which takes the decision on funding the projects for the second year. The decision for prolonging the financing of the project(s), or termination of financing (if necessary) shall be agreed by the Chairmen through an exchange of letters within the period of sixty (60) days after the end of the first year of the project's execution and thereafter specified in the Minutes of the Commission on its next meeting.

14. The authority, which are project implementing research institution (hereinafter referred to as "the Research institute"), shall sign a contract with the Implementing institution in their country on the enforcement of the Joint Project (hereinafter referred to as "Contract") which includes:

14.1. rationale of performing joint research;

14.2. tasks performed by each partner and the annual plan of joint activities;

14.3. planned amount of funding for each activity for each year.

15. Intellectual property protection shall be subjected to international agreements on intellectual property to which Ukraine and the Republic of Latvia are parties, as well as shall be subjected to national laws in force.

15.1 The intellectual property rights arising from the co-operation activities under the S&T Program shall be regulated by the Contract between the project's partners.

15.2. Use of intellectual property rights existing before the co-operation under the S&T Program shall be governed by the Contract.

16. After the project completion the project co-ordinator shall submit to the Implementing institution of its country the final report presenting the results of

the implemented project, the possible areas of application, the perspectives of use of these results and of further cooperation.

17. The Implementing institution shall compile information on the results of implementation of projects, suggestions about the perspectives of use of the projects results and shall submit reports to the Commission's consideration.

18. The Parties shall immediately inform each other about the changes related to funding conditions arising from the changes in the legislation, which regulates the funding terms of the established projects.

19. This agreement shall come into force on the date of its signing.

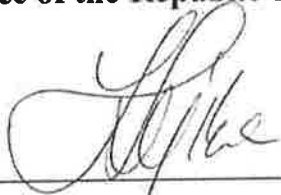
20. This agreement shall remain in force for the period of five (5) years and shall be automatically extended for subsequent five (5) year periods unless one of the Parties notifies the other Party in writing of its intention to terminate this agreement six (6) months prior to expiration of the respective period.

Amendments and modifications of this agreement shall be made in writing upon mutual consent of the Parties.

Unless otherwise agreed by the Parties, the termination of this agreement shall not affect the Joint Projects already undertaken under this agreement and not yet completed at the time of such termination.

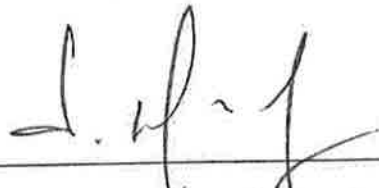
Done in Kyiv on 31.12, 2015, in two original copies, each in Latvian, Ukrainian and English language, all texts are being equally authentic. In the event of divergence regarding the interpretation of the provisions of this agreement, the text done in English shall prevail.

**The Ministry of Education and
Science of the Republic of Latvia**



State secretary Līga Lejiņa

**The Ministry of Education and Science
of Ukraine**



Minister Serhiy Kvit