

FRAMEWORK COOPERATION AGREEMENT

between

**Vivantes Network of Health GmbH,
Clinicum Neukoelln, Clinic of Obstetric Medicine
Rudower Strasse 48, 12351 Berlin, Germany**

and

**Federal State Budgetary Educational Institution
of Higher Education**

**«Kazan Medical University» of the Ministry of Healthcare
of the Russian Federation («FSBEI HE Kazan SMU MOH Russia »)
ul. Butlerova 49, 420012 Kazan, Russia**

Vivantes Network of Health GmbH, Clinicum Neukoelln, Clinic of Obstetric Medicine и FSBEI HE Kazan SMU MOH Russia guided by the principles of mutual interest and respect hereby agree on the following:

1. Purpose of the Agreement

1.1. This Agreement is designed to establish general principles of cooperation between Vivantes Network of Health GmbH, Clinicum Neukoelln, Clinic of Obstetric Medicine and FSBEI HE Kazan SMU MOH Russia for implementation of common activities, programs and projects for the purpose of:

- Development of academic, scientific and cultural relations between the two institutions for advancement of common goals in the areas of education, science and healthcare;
- Establishment of specific cooperation forms in educational, scientific, clinical and any other areas of interest;
- Development of international cooperation, friendship and improvement of health of the nations of the two countries.

2. Forms of Cooperation

2.1. Vivantes Network of Health GmbH, Clinicum Neukoelln, Clinic of Obstetric Medicine and FSBEI HE Kazan SMU MOH Russia hereby agree to explore potential forms of cooperation between the two institutions that may include:

- Student or staff exchange for educational, research or training purposes;
- Implementation of joint research programs and preparation of publications;
- Exchange of experience, information and educational technologies;
- Any other cooperation forms agreed by mutual consent of the Parties.

2.2. This Agreement is of framework nature and implementation of specific forms of cooperation shall require mutual interest and consent of the Parties. Such consent shall be confirmed by signature of supplementary agreements stipulating in detail all conditions essential for the respective form of cooperation.

2.3. For development of cooperation the Parties will promote direct contact between the students, staff, faculties, institutes and research centres that fall within the scope of this Agreement. Authorized representatives of the Parties ("Contact Persons") shall coordinate the cooperation.

Contact Persons:

*On the part of Vivantes Network of
Health GmbH, Clinicum Neukoelln
Clinic of Obstetric Medicine*

Name: PD Dr. med. Dietmar Schlembach
Position: Head of Clinic
Phone number: +49-(0)30-130-148486
E-mail: dietmar.schlembach@vivantes.de

*On the Part of FSBEI HE
Kazan SMU MOH Russia*

Dr. Nikita Yakovlev
Position: Associate Professor
Phone number: +79033075502
E-mail: nkt.yakovlev@gmail.com

3. Financial Aspects of Cooperation

3.1. This Agreement does not impose any financial obligations of any nature on the signing Parties.

3.2. In case of implementation of cooperation programs which require making of any payment by one Party to the other Party, all respective financial conditions shall be discussed in an open and transparent manner in good time prior to the beginning of such cooperation program, agreed upon and incorporated in the respective supplementary agreement.

3.3. The Parties will endeavor to secure additional sources of financial support such as subsidies, grants etc. for the purposes of implementation of this Agreement from national and international organizations and institutions.

4. Duration of the Agreement

4.1. The Agreement shall become effective upon its signature by both Parties and remain in effect for five (5) years from the signature date. In case none of the Parties informs about its intention to terminate this Agreement no less than three (3) months prior to its expiration, the Agreement shall be automatically prolonged for one (1) year. The number of prolongations is not limited.

4.2. Each of the Parties has the right to terminate this Agreement by submitting written notification about such intention to the other Party no less than three (3) months prior to the expected date of termination.

4.3. All programs and projects ongoing at the time of termination or expiration of the Agreement shall be continued until completion, unless the Parties agree otherwise.

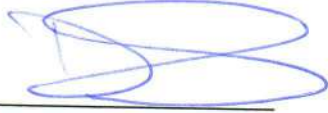
5. Miscellaneous

5.1. The Parties agree to treat any information received from each other under this Agreement as confidential and not to disclose it to third parties without prior consent of the disclosing Party.

5.2. Any disclosed information shall remain the intellectual property of the disclosing Party. Prior to implementation of cooperation programs, in the course of which new intellectual property may be jointly created, the Parties shall in good time reach a fair agreement about the rights to such intellectual property. In the absence of such prior agreement and unless the Parties agree otherwise, such jointly created intellectual property shall be considered a common property equally shared by the Parties.

5.3. The Parties sign this Agreement in good faith and therefore should any disputes or controversies arise in the course of its implementation, they should be resolved in an amicable way.

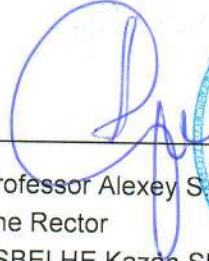
5.4. This Agreement may be amended and supplemented by written agreement of the Parties as the cooperation develops. The Agreement is executed in four (4) copies in two (2) language versions – in English and in Russian. Each Party shall receive one copy of the Agreement in each language version.



PD Dr. med. Dietmar Schlembach
Head of Clinic
Vivantes Network of Health
Clinicum Neukoelln
Clinic of Obstetric Medicine

06.10.2019 Kazan

Date and place of signature



Professor Alexey S. Sozinov
The Rector
FSBEI HE Kazan SMU MOH
Russia



06.08.2019 Kazan

Date and place of signature