

Non-binding translation made at the National Coordination
Centre on Access to Genetic Resources and Benefit-sharing,
Institute of Genetics and Cytology of the National Academy of
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AGREEMENT

on collaboration in science and technology between the State Scientific Institution
“Institute of Genetics and Cytology of the National Academy of Sciences of Belarus”
and _____

Minsk "___" _____ 201__

The State Scientific Institution “Institute of Genetics and Cytology of the
National Academy of Sciences of Belarus” represented by Director, V.A. Lemesh,
acting on the basis of the Statute, and

represented by _____,
acting on the basis of _____, hereinafter
referred to as _____ Party,
of the second part, referred together herein as “the Parties”, have entered into this
Agreement as follows:

1. SUBJECT MATTER OF THE AGREEMENT

1.1. The Parties have come to an Agreement on consolidation of creative
efforts to carry out research in
_____.

1.2. Forms of collaboration:

- carrying out research within a framework of joint scientific projects;
- training of highly-qualified personnel;
- arranging of workshops and conferences;
- information exchange, preparation of Joint Publications;
- other mutually agreeable forms of collaboration.

2. PROCEDURE FOR THE PERFORMANCE OF THIS AGREEMENT

2.1. The works shall be carried out with no reciprocal payments made and
financial obligations taken. Provided that positive provisional work results have been
received, the Parties shall draw up applications for grants, investment projects,
multinational, national and sectorial programs of the Republic of Belarus for joint
work financing.

2.2 The Parties shall take obligations to serve scientific, business and other interests of each side in accordance with legislative acts of the Republic of Belarus.

2.3. Presentation and discussion of the received results shall be held at workshops upon a mutual agreement of the Parties.

2.4. In order to fulfill the tasks stipulated by this Agreement, both Parties shall take obligations as follows:

2.4.1. Take part in planning and holding experiments on development of the subject matter of this Agreement;

2.4.2. Take part in the analysis of the received results, preparation of joint scientific publications and applications for both national and international grants;

2.4.3. Hold mutual consultations on the problem under study, joint scientific workshops, participate jointly in international conferences;

2.4.4. Share experimental material;

2.4.5. Provide training opportunities for the personnel of the contracting Parties;

2.4.6. Appoint coordinators.

3. CONFIDENTIALITY PROVISIONS

3.1. The Parties shall undertake a commitment to ensure confidentiality with regard to the subject matter of this Agreement, the course of its implementation and the received results, as well as to the prior information needed to fulfill obligations under this Agreement.

3.2. The Party that has allowed unauthorized transmission to third parties of the received work results, belonging under this Agreement to the other Party or both Parties, shall indemnify the other Party against damages to the extent of lost profit. Damage assessment shall be determined by the Party, which rights have been violated by unauthorized actions of the other Party.

4. INTELLECTUAL PROPERTY RIGHTS COMPLIANCE WITH EXCLUSIVE RIGHTS OF THIRD PARTIES

4.1. This Agreement does not regulate the allocation of exclusive rights between the Parties.

4.2. A holder (holders) of proprietary rights to intellectual property items developed as a result of joint activity shall be defined under the Agreement for specific scientific projects' implementation.

4.3. Terms of protection with regard to the intellectual property developed as a result of joint activity and its commercial use and to keep a patent in force shall be regulated by additional agreements.

4.4 The Parties shall enter into an obligation to take all necessary measures to ensure that the activity associated with the subject matter of this Agreement does not infringe upon rights of third parties both in the Republic of Belarus and abroad. With this in view, the Parties shall exchange information on effective and published protection documents that belong to third parties and directly related to the subject matter of this Agreement, hold bilateral consultations to take agreed decisions with regard to legal protection and use of intellectual property items.

5. PROCEDURE FOR THE SETTLEMENT OF DISPUTES AND DISAGREEMENTS

5.1. In the event of any disputes or disagreements on the issues arising out of or relating to this Agreement, the Parties shall take all due measures to settle them by means of negotiation. Otherwise, disputes shall be resolved according to the procedure provided for by the legislation.

6. AGREEMENT VALIDITY PERIOD

6.1. This Agreement shall come into force from the day of its signing and remain valid for one year. The validity of this Agreement shall be automatically extended for every subsequent year, provided that none of the Parties has declared its termination in writing.

6.2. This Agreement may be subject to early termination upon initiation by one of the Parties, provided that the other Party has violated the aforementioned terms of this Agreement or in case of inability of the Party to perform its obligations under this Agreement. As such, the initiating Party to the termination of this Agreement shall notify the other Party in writing of the termination reasons. The Agreement shall be deemed terminated in 2 (two) months upon receipt of notification from the other Party if during this period the Parties fail to exclude the causes of early termination.

6.3. This Agreement may be amended and supplemented. All amendments and additions shall be agreed in writing by the Parties and become effective from the day of signing by the Parties and remain valid till expiration of this Agreement.

6.4. This Agreement has been drawn up in Russian in 2 (two) copies, each copy has equal force and effect, one copy for each Party.

Registered addresses of the Parties:

27, Akademicheskaya Street
220072 Minsk, Belarus

State Scientific Institution
“Institute of Genetics
and Cytology of the National
Academy of Sciences of Belarus”

Director

_____ V.A. Lemesh
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