



**MINISTÈRE DE L'ENSEIGNEMENT
SUPÉRIEUR ET DE LA RECHERCHE
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PARTNERSHIP AGREEMENT

Art. 1. PARTIES TO THE PARTNERSHIP AGREEMENT

1. Centre International de Recherche et d'Etude de Langues, Village du Benin (CIREL-VB), Republic of Togo, located in Lomé on the campus of the University of Lomé, legally represented by its Director General, Full Professor, hereinafter Partner 1.
2. „Alecu Russo” Balti State University, based in Bălți, 38 Pushkin Street, ZIP code MD-3100, phone number +37323152430, e-mail: anticamera@usarb.md, legally represented by the PRESIDENT, Associate Professor, Ph.D. Natalia GAȘIȚOI, hereinafter Partner 2.

have agreed to enter into this PARTNERSHIP AGREEMENT, subject to the following clauses:

Art. 2. SUBJECT OF THE AGREEMENT

2.1. The object of the Agreement is the collaboration of the partners, materialised through the implementation of the activities necessary to achieve the objectives assumed through collaboration in teaching, research, development and innovation activities (hereinafter referred to as RDI).

2.2. This Agreement does not entail any financial obligations on the part of the partners.

Art. 3. OBJECTIVES OF THE PARTNERSHIP

The Partnership Agreement sets out the general framework for cooperation between the partners of the Agreement in order to achieve the following objectives:

- scientific cooperation in areas of common interest;

- to ensure free access for researchers and students to the necessary infrastructure for teaching activities, RDI or mobility placements for training in specific research techniques in which both partners have expertise and equipment;
- collaboration in partnerships for joint participation in activities in the fields of science and technology developed by the partners;
- applied research and/or technological development to solve specific problems in areas of common interest;
- staff development through exchange of experience;
- joint participation in scientific events, events dedicated to the promotion of research, e.g. fairs, exhibitions, conferences, etc.;
- identifying new ways of collaboration at national and international levels;
- establishing a permanent dialogue between the partners of the present Partnership Agreement;
- initiating and implementing in partnership projects launched through national and international competitions;
- joint identification of funding sources for the implementation of common projects;
- ensuring transparency in the implementation of joint projects, communicating project information between partners using available communication tools;
- working together for the mutual promotion of the partners of this Agreement.

Art. 4. DURATION OF THE AGREEMENT

- 4.1. This Agreement shall be concluded for a period of three years from the date when it is signed by both Parties.
- 4.2. The duration of this Agreement may be extended by means of an additional act, setting out the terms and conditions of the extension.
- 4.3. This Partnership Agreement may also be terminated before the date referred to in Article 4.1. by agreement between the parties.

Art. 5. OBLIGATIONS OF THE PARTIES

- a) The partners will develop joint research-development-innovation activities as well as national and international scientific events.
- b) Individual protocols will be concluded in order to carry out internships/research.
- c) The partners will make all necessary efforts to achieve the objectives of the Partnership Agreement;
- d) The partners will cooperate and ensure transparency in carrying out joint activities.

Art. 6. INTELLECTUAL PROPERTY RIGHTS / COPYRIGHTS

- 6.1. Project partners are encouraged to ensure the mutual exchange of information, technical-scientific documentation, background knowledge, etc., in order to achieve the objectives of the partnership and to obtain results at a high scientific level.
- 6.2. The research results belong to the executing person, who may agree to their use by the other partner. If both partners have carried out the work leading to the production of that knowledge, then both partners are copyrights owners.
- 6.3. The partners must take appropriate measures to protect intellectual property in accordance with the specific legislation in force. The access rights of third parties (other than the parties to this Agreement) to the knowledge and results obtained as a result of and on the basis of this Partnership Agreement shall be agreed between the partners.
- 6.4. With regard to industrial and intellectual property rights, exploitation and dissemination of results specific to the subject of the Agreement, the legal provisions in force shall be observed.
- 6.5. Intellectual property rights and copyrights, both moral and economic, on the results obtained during the implementation of this Agreement, shall belong by right and exclusively to the Party under whose name, responsibility and initiative this work was carried out.

Art. 7. TERMINATION OF THE PARTNERSHIP AGREEMENT

This Partnership Agreement shall terminate under the following conditions:

- (a) on expiry of the term of the Agreement, if it has not been renewed;
- b) in case of the written consent of the Parties to terminate it, on mutually agreed terms and conditions.

Art. 8. FORCE MAJEURE

- 8.1. Force majeure shall exempt the parties from liability in the event of partial or total non-performance of their obligations under this Agreement. Force majeure means an event beyond the control of the parties, unforeseeable and insurmountable, occurring after the conclusion of the Agreement and preventing the parties from performing all or part of the obligations undertaken.
- 8.2. The Party invoking force majeure shall inform the other Party in written form, within 10 (ten) days of the occurrence of the event and shall take all possible measures to limit its consequences.

Art. 9. COMMUNICATIONS/ NOTIFICATIONS

- 9.1. In the interest of this Agreement, any notice/communication between the Parties shall be deemed to have been accordingly conveyed if it is sent to the other Party at the address specified in this Agreement in written form by the postal service, by registered letter with acknowledgement of receipt.

9.2. If the communication/ notification is in the form of a fax, it shall be deemed to have been received by the addressee on the first working day on which it is sent.

Art. 10. MODIFICATION OF THE PARTNERSHIP AGREEMENT

10.1. Additions and amendments to this Agreement shall be made by the freely expressed consent of both parties and shall become valid and enforceable against the contracting parties if they are contained in additional acts signed by both partners.

10.2. Adaptations (amendments, additions) to the Partnership Agreement shall be made by means of an additional act.

Art. 11. DISPUTES

11.1. Disputes arising out of or in connection with this Agreement, including those concerning its validity, interpretation, performance or termination, shall be settled amicably.

11.2. If the parties fail to reach an amicable accord, disputes shall be settled by the competent courts of Partner 1's seat.

Art. 12. FINAL CLAUSES

12.1. For the smooth running of the activities, the partners will appropriately consult and support each other, promoting each other's image.

12.2. The parties will process personal data only to the extent necessary for the fulfilment of the above-mentioned purposes, subject to compliance with the legal data security and confidentiality measures specified in national and Community law.

12.3. It is prohibited to retain documents containing personal data, *within the meaning of the Regulation No 679/27.04.2016 on the protection of individuals with regard to the processing of personal data and to the free circulation of such data*, for the creation of databases.

12.4. Each Party shall be held responsible for the processing of data carried out for the aforementioned purpose, including for the obligations to inform and obtain consent, to the extent necessary for the processing of data carried out in the context of this Agreement.

12.5. This Partnership Agreement is a framework document and covers all the activities to achieve the common objectives.

12.6. The parties undertake to comply with and implement the proposed actions/objectives, to inform each other of any issues arising during the course of this cooperation protocol.

12.7. This Partnership Agreement shall not be binding on any of the signatory parties.

12.8. This Partnership Agreement shall enter into force on the date on which it is signed by the two parties.

12.9. This Partnership Agreement was concluded on the 29th February 2024, in two original copies, one for each contracting party, and shall enter into force in accordance with Article 12.8.

The Director General



[Signature]
Prof. Martin D. GBENOUGA

The President



[Signature]
Ph.D. Natalia GASITOI