



**Petro Mohyla Black Sea
National University**



**Swansea University
Prifysgol Abertawe**

MEMORANDUM OF UNDERSTANDING

between

SWANSEA UNIVERSITY, UNITED KINGDOM

and

PETRO MOHYLA BLACK SEA NATIONAL UNIVERSITY

3st November 2022

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is made 3rd November 2022

BETWEEN **Swansea University (SU)** – a statutory higher education corporation established in Wales with charitable status (registered charity number 1138342). Its registered address is at Singleton Park, Swansea, SA2 8PP

AND **Petro Mohyla Black Sea National University – (the Partner)** – a National State University established by decree of the President in 2016. Its registered address is at 10, 68-Desantnykiv Street, Mykolayiv, Southern Ukraine

Swansea University and the Petro Mohyla Black Sea National University are referred to together in this Memorandum of Understanding as «the **Parties**».

BACKGROUND

- A.** The Parties wish to discuss, in confidence, the possibility of developing an academic partnership.
- B.** Such discussions to include, but not be limited to, education, research, mobility and training (including continual professional development [CPD]). This list is not considered as exclusive or exhaustive.
- C.** This Memorandum of Understanding and the detail of associated discussions are to be treated as confidential to the parties and their advisers.
- D.** To facilitate the discussions the Parties agree to enter into this Memorandum of Understanding which sets out the terms of the discussion.

AGREEMENT

1.0 Status and Length of Memorandum of Understanding

- 1.1** In order to promote the collaboration, the Parties agree to negotiate, in good faith, the possibility of developing academic partnership activities which are of mutual benefit to the Parties.
- 1.2** The terms of this Memorandum of Understanding are not exhaustive and it is not intended to be legally binding between the Parties.
- 1.3** Subject to Clause 7.3, this Memorandum of Understanding shall be valid from 1st August 2022 (the Commencement Date) for **five years** and will form an initial framework for legally binding agreements to be drawn up between the Parties.

- 1.4 This Memorandum may be extended by mutual consent of the two parties, provided that it is recorded in writing, the extended period is agreed and recorded in writing and is signed by an Authorised Person on behalf of both parties.
- 1.5 If required, the Partner may have this Memorandum of Understanding translated (with such associated costs being met solely by the Partner), but the Partner acknowledges that the English version of this MoU is the authoritative one.

2.0 Statement of Intent

- 2.1 The Parties will discuss and agree a formal framework of future academic partnerships. These discussions will include, inter alia:
- 2.1.1 the identification of academic disciplines which may result in collaborative programmes or cooperation between both Parties;
 - 2.1.2 the establishment of systems and procedures in order to support and administer the areas identified in 2.1.1;
 - 2.1.3 the nature of the collaboration and whether it would incorporate teaching, learning, research and knowledge transfer which are mutually beneficial to both Parties;
 - 2.1.4 the exchange of academic material and information;
 - 2.1.5 the management of quality assurance processes;
 - 2.1.6 staff development and training for the staff of both Parties;
 - 2.1.7 the exchange of staff or scholars in the course of academic development;
 - 2.1.8 identification and development of key areas of common interest as stand-alone projects;
 - 2.1.9 sponsorship of co-operative seminars, workshops and papers on matters of mutual interest;
- 2.2 Future collaboration agreed within the context of this Memorandum of Understanding shall be subject to entering a legally binding contract (Memorandum of Agreement).

3.0 Confidentiality

- 3.1 Each Party shall keep confidential the terms of this Memorandum of Understanding and any information that it may acquire in relation to the other Party's organisation and/or finances, save that these obligations shall not apply to any information which is publicly available or which a Party is required to disclose by order of a court of competent jurisdiction or by a competent authority. Nothing in this MoU shall affect the obligations of Swansea University under the Freedom of Information Act 2000 and the disclosure of information pursuant to that Act shall not constitute a breach of this MoU.

- 3.2** The receiving Party shall maintain the other Party's confidential information with the same level of security and degree of care that the receiving Party applies to its own confidential information which the receiving Party warrants as providing adequate protection against unauthorised disclosure, copying or use.
- 3.3** This Memorandum of Understanding is not intended to be legally binding; however, it recognises that some information that may be passed between the Parties during discussion phases will be commercially sensitive. In cases where commercially sensitive information, or information or details covered by established intellectual property rights, then a separate Non-Disclosure Agreement will be drafted, approved and signed by appropriate representatives of the Parties.
- 3.4** All confidential information and copies of it shall be returned by the receiving Party to the disclosing Party within 30 days of receipt of a written request from the disclosing Party, or, an assurance given that all electronic copies have been permanently and irrevocably deleted from the receiving Party's computers, records and servers.

4.0 Costs

- 4.1** Each Party is responsible for its own costs in connection with the Parties entering this Memorandum of Understanding and shall be responsible for meeting the travel, subsistence and accommodation costs of its own staff and representatives, involved in visits associated with this agreement.
- 4.2** Any Party may end negotiations in relation to the subject matter of this Memorandum of Understanding at any time without having to give reasons for doing so or incur any liability to the other Party.

5.0 No Legal Partnership

- 5.1** Nothing contained in this Memorandum of Understanding, and no action taken by the Parties pursuant to this MoU, shall be deemed to constitute a relationship between the Parties institutions of partnership, joint venture, or (save as may be otherwise agreed) principal and agent.

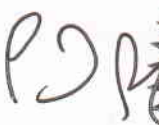
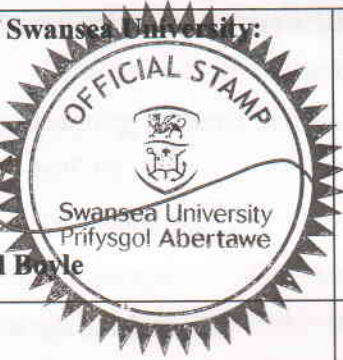
6.0 Publicity

- 6.1** Neither party shall use, or permit to be used, the name, insignia, logo, other distinctive identifying feature or any intellectual property (whether registered or not) of the other party, except where such use is authorised by the other party.

6.2 Prior to publication, the Parties shall ensure any intended promotional use of the corporate name of the other Party does not breach that Party's Corporate Identity Protocols.

6.3 Failure to comply with Clause 7.2 will be deemed to be a fundamental breach of this Memorandum and the non-breaching party shall be entitled to terminate this Memorandum immediately by serving written notice on the party in breach of this clause.

7.0 Any aspect of the collaboration that is not mentioned in this Memorandum shall be discussed, agreed and/or resolved (as applicable) through mutual agreement, and each party covenants that it will make good faith efforts to reach such agreement.

SIGNED on behalf of Swansea University:   Name: Professor Paul Boyle	SIGNED on behalf of Petro Mohyla Black Sea National University:   Name: Professor Leonid Klymenko
POSITION: Vice Chancellor	POSITION: Rector
DATE: 03/11/2022	DATE: 03/11/2022
PLACE OF SIGNING: Wales, UK	PLACE OF SIGNING: Ukraine

