

## Memorandum of Understanding between Sumy State University and The University of Graz

This Memorandum of Understanding (“MOU”) demonstrates an intention by the Sumy State University (SSU) and the University of Graz to engage in a program of co-operation for mutual benefit.

### Article 1

The objective of this MOU is to encourage and support co-operation between the SSU and the University of Graz in all fields represented by both Universities.

### Article 2

The co-operation between the two universities is based on the principle of reciprocity and may include the following activities:

- exchange of experience in teaching and research
- mutual linkages and exchange of faculty, staff and students
- summer schools, seminars and other activities to exchange knowledge
- exchange of scientific and scholarly literature, textbooks and other university publications
- organising joint research projects, joint publications and joint programmes

These activities will be subject to the availability of funds and the approval of the SSU and the University of Graz.

### Article 3

The details of each activity developed under this MOU (projects, duration, conditions, financing, distribution of tasks etc.) will be specified and agreed upon in writing before the respective activity takes place. Each specific agreement shall be approved by the appropriate authorities of the two institutions.

The two institutions will each identify a person (“the Co-ordinator”) who will be responsible for the implementation of the co-operative programs under this MOU.

### Article 4

Notwithstanding any other provisions, this MOU only expresses the intentions of the two institutions and no legally binding obligations are intended, or do arise as a consequence of the signing of this document. Implementation of the activities contemplated by this



agreement is dependent upon the ability of the parties to secure adequate funding to support such activities. In the event that a party is unable to secure adequate funding to support the activities contemplated by this agreement, that party shall not be considered in breach of the MOU. The parties also agree that, if by reason of force majeure, strike or other labour disputes, civil disorders or any other unavoidable cause, either party is unable to perform its obligations, such non-performance shall not be considered a breach of this MOU.

#### Article 5

This agreement takes effect upon ratification by the representatives of their universities, and will be valid for five (5) years from the date of the last signature.

The MOU may be terminated earlier upon written notice by either party at any time, and the agreement will terminate 180 days after the date of the written communication of the withdrawal to the partner institution with the understanding that any existing commitments will be honoured.

#### Article 6

This MOU has been drawn in two copies in English, each to be considered originals, each contracting party receiving one (1) duly signed copy hereof.

Any amendment to this MOU may be made on the exchange of letters between the two parties.

#### Article 7

Each party agrees to notify the other as soon as practicable in the event of a privacy or security issue respecting personal information, or of a loss, disclosure, or sharing of personal information, whether required by law, accidental, unauthorized or otherwise. If data is provided for the purpose of processing as a service on according to Art 28 GDPR (General Data Protection Regulation), then the contracting parties undertake to comply with the provisions contained therein accordingly.

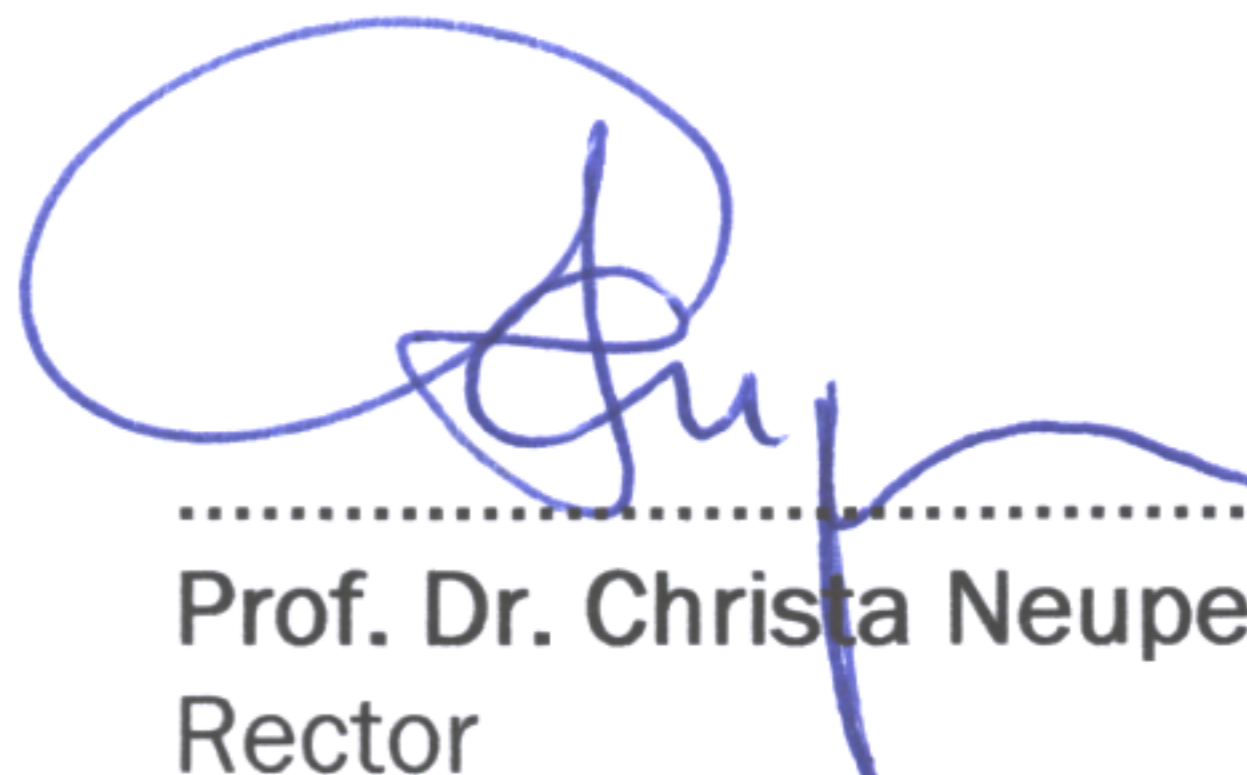
By Sumy State University

By University of Graz

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Prof. Anatoliy V. Vasyliev  
Rector



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Prof. Dr. Christa Neuper  
Rector



Date: 12.02.19

Date: 26.6.2019