



kaunas
university of
technology



MEMORANDUM OF UNDERSTANDING

between

KAUNAS UNIVERSITY OF TECHNOLOGY
and

SUMY STATE UNIVERSITY

Kaunas University of Technology, having its registered domicile at K. Donelaičio St. 73, LT-44249 Kaunas, Lithuania, legal entity's number 111950581, duly represented by Prof. Eugenijus Valatka, Rector, acting according to the Statute of Kaunas University of Technology (hereinafter referred to as "KTU");

and

Sumy State University, having its registered domicile at Rymkogo-Korsakova St. 2, 40007 Sumy, Ukraine, legal entity's number 05408289, duly represented by Prof. Vasyl Karpusha, Rector, acting according to the Statute of Sumy State University (hereinafter referred to as "SumDU");

both hereinafter separately referred to as the "**Party**", collectively – the "**Parties**", have decided to enter into the present Memorandum of Understanding (hereinafter referred to as the "**Agreement**") and agree with conditions as follows.

1. Purpose of the Agreement

The Parties believe that the quality of research and teaching is enhanced with the establishment of international cooperation, and wish to enter into collaboration with a goal of mutual enrichment in scientific, academic and cultural areas.

2. Areas of Cooperation

Within fields that are mutually acceptable, the Parties undertake to explore the opportunities for collaboration, which may include the following general forms of cooperation:

- 2.1. Joint research and innovation activities;
- 2.2. Joint activities to promote research commercialization and entrepreneurship;
- 2.3. Participation in national and international research programs and projects;
- 2.4. Joint teaching activities;
- 2.5. Exchange and professional training of students, scientific, academic and administrative staff;
- 2.6. Sharing good practice.

3. Obligations of the Parties

- 3.1. The Parties intent to assist each other in the realization of the present Agreement.
- 3.2. The Parties will exchange information and analytical materials essential for the most effective realization of the Parties Responsibilities identified in the given Agreement.
- 3.3. Scheduled specific events will be carried out on the basis of additional contracts and

agreements.

4. Financial Arrangement

The Parties understand that all financial arrangement will depend on the availability of funds and will be negotiated as well as mutually agreed in other legally binding agreements. The Parties will seek financing of activities from sources available to them.

5. Confidentiality obligation and intellectual property rights

- 5.1. The Parties agree to treat information, documentation and results of the cooperation or joint research activities as confidential and not to disclose it to any third parties without written consent of the other Party.
- 5.2. The above clause relating to confidentiality shall not extend to publishing of results of research in the form of conference-papers and articles in scientific periodicals. In any case one Party has an obligation to inform the other in writing about its intentions to publish results of research.
- 5.3. Confidentiality obligation shall not extend to information which the receiving Party is compelled to release by law or legal process, provided that the receiving Party provides the other Party with prompt notice of such compulsion as to provide an opportunity to seek a protective order.
- 5.4. Each Party shall remain the proprietor of patented and unpatented results, which were obtained by that Party prior to signing the present Agreement, or which will be obtained as a result of its own work within the scope of cooperation unless otherwise agreed in writing in additional agreement(s).
- 5.5. Intellectual property rights of any results from the Parties' mutual cooperation or joint research activities shall belong to the Parties according to their contribution into common research or other activity unless otherwise agreed in writing in additional agreement(s).
- 5.6. The Parties undertake to protect intellectual property rights and exploit the results of mutual scientific cooperation according to the industrial laws and regulations in force in their countries.

6. Dispute Settlement

- 6.1. If there is a dispute between the Parties arising out of or in connection with the present Agreement or out of activities undertaken under the Agreement the Parties agree to settle it by direct negotiations.
- 6.2. If the dispute cannot be settled amicably within 30 days after the start of negotiations, the Parties agree to settle the dispute in accordance with the laws in the courts of the country where the defendant Party has its registered domicile.

7. Validity and Termination of the Agreement

- 7.1. This Agreement comes into force when the authorized representatives of both Parties have signed it and is valid for a period of 5 (five) years.
- 7.2. Either Party may terminate this Agreement by giving the other Party a 6 (six) months prior written notice.
- 7.3. The Agreement may be terminated upon written consent of the Parties as well.
- 7.1. The terms of the Agreement can be amended only upon mutual consent of the Parties: addendums and amendments are valid only if they are made in writing and signed by the authorized representatives of the Parties.

8. Language of the Agreement

In case this Agreement is translated into other languages than English and in the event of conflict between the English and the alternative version, the English version shall prevail.

9. Responsible Persons

- 9.1 The responsible person at administrative level at KTU is Ms. Gintarė Vilbikienė, Head of Academic Mobility Office, International Relations Department, (gintare.vilbikiene@ktu.lt ; phone: +370 37 300038)
- 9.2 The responsible person at administrative level at SumDU is Dr. Kostyantyn Kyrychenko, Head of International Affairs Department, (info@dir.sumdu.edu.ua ; phone + 38 0542 33-10-81)
- 9.3 Both Parties shall notify each other in writing in case of any changes of the responsible person.

10. Final Clauses

- 10.1. This Agreement constitutes the entire agreement between the Parties. No amendments, consent or waiver of terms of this Agreement shall bind either Party unless in writing and signed by the authorized representatives of both Parties.
- 10.2. Both Parties guarantee that they are represented by the authorized persons indicated as signing this Agreement.
- 10.3. The Agreement is made in 2 (two) equally binding copies in English – one copy for each Party.
- 10.4. The Agreement has been accepted by both Parties and supersedes any existing cooperation agreements and understandings between the Parties.

Kaunas University of Technology


Sumy State University

Prof. Eugenijus Valatka, Rector

Prof. Vasyl Karpusha, Rector



Date: *08-07-2022*




Date:

Responsible Person on behalf of KTU
Gintarė Vilbikienė

Responsible Person on behalf of SumDU
Dr. Kostyantyn Kyrychenko


Date: *11-07-2022*


Date: