

Memorandum of Understanding

(hereinafter referred to as the “MoU” or “Agreement”)

concluded by and between:

SWPS University with its registered office in Warsaw, Chodakowska 19/31, 03-815, entered into the Register of Non-Public Higher Education Institutions maintained by the Minister of Education and Science under number 95, tax identification no. (NIP) 1180197245, REGON no. 011947981, represented by the Vice-Rector for International Affairs Prof. Ewa Gruszczyńska, hereinafter referred to as the “**SWPS University**” or “**USWPS**” and **Sumy State University** with its registered office in Sumy, Ukraine, st. Rymskogo-Korsakova 2, 40007, represented by Rector Vasyl D. Karpusha, hereinafter referred to as the “**SumDU**”, hereinafter referred to singularly as “**the Party**” and collectively as “**the Parties**”, as the context may require.

1. Introduction

- 1.1. The Parties have agreed to sign this MoU in order to express their intention, in principle, to enter discussions in good faith to facilitate and develop a meaningful and mutually beneficial relationship, and to explore and encourage the development of new opportunities for collaboration between the Parties.
- 1.2. This MoU is designed to inform and assist the Parties’ on-going discussions and to express Parties’ willingness to cooperate. The Parties mutually agree that this MoU shall not be the source of any binding commitment (including financial commitment) or legal obligation.
- 1.3. The Parties rely on this MoU and enter the discussions at their own risk and neither will be liable to the other in the event that no further formal contract(s) is/are entered into. Each Party shall bear its own costs in relation to any work undertaken or expenditure incurred under or in relation to this MoU.
- 1.4. This MoU shall not constitute the source of any claim by either Party, provided that neither Party shall be liable to the other Party for any damages, both direct and indirect (including loss of anticipated benefits).

2. Areas of cooperation

The Parties are willing to cooperate in the following relevant areas:

2.1. Exchange program

- a) The Parties agree to facilitate academic and cultural exchange, the exchange of scientific, appropriate academic materials, technical information, publications and information will be encouraged;
- b) Each Party agrees to invite the other, when appropriate, to participate in any scientific activities including conferences, workshops, symposia and short visits. Joint educational programs and joint curriculum development are encouraged as well.

2.2. Student program

The student exchange program will be detailed in a specific agreement. Other activities under the student programs may include library and field work research, short-term faculty-level programs, including student exchange, study abroad, short course and other academic activities involving assistance for students. Such activities shall be negotiated and agreed to by the Parties on a case-by-case basis. Before these activities are implemented, the Parties shall be involved to the satisfaction of each Party and enter into a specific agreement identifying the rights and obligations of each Party.

2.3. Academic and non-academic staff program

- a) Visits by staff will be encouraged for the mutual benefit of Parties. Each Party will accept faculty members, researchers and non-academic staff from the other Party. Suitable arrangements will be made for the exchange for collaboration in teaching, research and administration development in case by case basis;
- b) The host Party will provide, as far as possible in its capabilities, the proper services for exchange staff including access to laboratory facilities;
- c) The host Party will assist, as far as possible in its capabilities, in arranging accommodation for the staff, and will assist the visiting staff in matters of immigration, stay and working permit, medical emergencies, language and local custom.

2.4. Joint research program

- a) The Parties will seek opportunities to cooperate in research. The details of specific research proposals will be determined by the mutual agreement of relevant faculties of Parties;
- b) Any Intellectual Property Rights resulted from the cooperation will be discussed and arranged in separate agreement.
- c) The Parties agree to identify opportunities for commercialization of technology.



3. Confidentiality

3.1. **“Confidential Information”** shall mean any confidential information relating to SWPS University or Partner University, and includes financial, budgetary, marketing, business plan and information; any agreement or arrangement; trade secrets, licenses and know-how; data, reports, or any information brought into existence as a result of performing their obligations under this Agreement; drawings, plans, methods, ingredients, designs, models, calculations, prices and costs; customers, client and supplier lists; research and development; third Party information disclosed in confidence; and any other information the disclosure of which may be detrimental to the interests of a Party or any other person who has provided it to a Party on a confidential basis; but not including information in the public domain (unless due to a breach of confidentiality).

3.2. SWPS University and Partner University undertake to:

- a) Keep the Confidential Information of the other confidential, and implement and maintain the security measures reasonably necessary to prevent its disclosure;
- b) Only use, reproduce and disclose Confidential Information to those students, staff and faculty required to know it and to the extent necessary for the purposes of performing their obligations under the agreements concluded between the Parties;
- c) Not disclose Confidential Information except as required by law;
- d) Return or destroy the other’s Confidential Information at the end of this Agreement, subject to any applicable laws.

4. Amendments, effective date, duration and termination

4.1. This MoU can be amended by mutual consent of the Parties in the form required to conclude this MoU. Any amendments to this MoU can only be made after consultation and mutual, explicit consent of the Parties. Such amendments, once approved by the Parties, will become part of this MoU.

4.2. The conclusion of this MoU requires document form, i.e. it shall be sufficient to make a declaration of intent to the other Party in the form of a document in the manner enabling to determine who made such declaration. Delivery of a copy of this MoU via email bearing an original signature (scan of document) or electronic signature by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, shall result that the Party has concluded this MoU.



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4.3. The effective date of this MoU shall be the later date on which the other Party concludes this MoU.

4.4. This MoU shall remain in force for a period of 5 (five) years from the date of the conclusion of the MoU by the Parties. The Parties will confer concerning the renewal of this agreement 6 (six) months prior to its expiration. The MoU may be extended by mutual consent of the two Parties.

4.5. The MoU may be terminated by either Party by giving notice at least 6 (six) months in advance to the other Party. The event of termination will not affect participants from completing their activities at the host Party.

4.6. In case the MoU ceases to be effective on the account of termination or expiration, the provisions of all valid agreements signed as executive agreements to this MoU shall continue to apply to the extent necessary to secure the implementation of existing activities as agreed upon in further agreements signed as a result of this MoU.

5. Notices and primary contacts

5.1 Any notice or request given or made by one Party to the other under this MoU shall be - in accordance with the provisions of this MoU- in writing or via email in the language of English and shall be addressed to the appropriate office as is designated in writing hereinafter:

SWPS UNIVERSITY

Office for International Cooperation

Address: Chodakowska Street 19/31, 03-815 Warsaw, POLAND

E-mail: international@swps.edu.pl

PARTNER UNIVERSITY

Address: 2, Rymaskogo-Korsakova st., 40007 Sumy, UKRAINE

E-mail: info@dir.sumdu.edu.ua

5.2. Unless otherwise indicated in the MoU, any communication or document made or delivered by one Party to another may be done via email. An email will only be effective when sent in legible form, but only if following transmission, the sender receives a confirmation message that the e-mail has been received.

5.3. If a communication is emailed, a delivery confirmation report received by the Party ("sender"), which records the time that the email was delivered to the last notified email address of the other Party ("addressee") is prima facie evidence of its receipt by the addressee, unless the sender receives a delivery failure notification, indicating that the electronic mail has not been delivered to the addressee.



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5.4. This MoU is concluded based on the provisions of Polish law and the exclusive jurisdiction of the Polish courts in the event of disputes arising therefrom between the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date written below.

SWPS UNIVERSITY

Sumy State University

ul. Chodakowska 19/31 03-815 Warszawa
NIP: 118-01-97-245, REGON: 011947981

Ewa Gruszczyńska

Prof. Ewa Gruszczyńska
Vice-Rector for International Affairs

028W

Date: 15.01.2024

Sumy State University



Vasyl D. Karpusha

Prof. Vasyl D. Karpusha
Rector of Sumy State University

Date: 20.12.2023



Dr. Kostyantyn
Head, International Affairs Department

Date: 20.12.2023