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MEMORANDUM OF UNDERSTANDING

between

**NELSON MANDELA UNIVERSITY,
SOUTH AFRICA**

and

**SUMY STATE UNIVERSITY,
UKRAINE**

1. The NELSON MANDELA UNIVERSITY, through the GOVAN MBEKI MATHEMATICS DEVELOPMENT CENTRE (GMMDC), incorporated under the Higher Education Act, 1997, and having its principal office at Admiralty Way, Summerstrand, Port Elizabeth, 6031, South Africa, represented by the Rector prof. Sibongile Muthwa, and Sumy State University, having its principle office at 2, R.-Korsakova Str., Sumy 40007, Ukraine, represented by the Rector, prof. Anatoliy Vasylyev, (hereinafter – Parties) wish to collaborate on a pre-agreed basis, in order to benefit their respective education, research, marketing and related activities.
2. The purpose of this Memorandum of Understanding (MoU) is to establish a framework within which co-operation in the space of ICT-assisted education may develop between the two institutions. This will occur within the context of the regulations and policies of each institution, subject to the availability of resources and on a pre-agreed basis.
3. Co-operation between the two institutions will be performed by the academic and educational engagement programmes or activities of the Parties. Specific programmes or activities will be undertaken under this MoU only after a written agreement has been concluded by the Parties. The terms and conditions of each programme or activity, including any financial arrangements, accommodation, subsistence, accreditation, travel expenditure, etc. shall be set out in a written agreement signed by an authorised representative of each Party.
4. Specific joint programmes or activities may include:
 - Utilization and further development of applications to enhance the impact of modern ICT-assisted STEM teaching and learning in schools;
 - Sharing of VR/AR solutions for improved experiential and self-directed learning;
 - IT innovations that promotes STEAM education and creativity in real-life problem solving;
 - other engagement projects for mutual benefit that are agreed upon by both parties.
5. Both Parties shall designate a liaison officer for this MoU and for any subordinate agreements under this MoU. For the Govan Mbeki Maths Development Centre (GMMDC), NELSON MANDELA UNIVERSITY, the point of contact shall be the Director of the GMMDC prof. Werner Olivier or an appropriate nominee. For SUMY STATE UNIVERSITY, the liaison officers shall be Yuriy Zuban, the Director of E-Learning Technology Centre, and Dmytro Filchenko, the Head of Benchmarking and Web Management Centre.
6. The ownership of existing materials or models shall be clarified at the commencement of any subordinate agreements and shall be in line with the prevalent regulations of the partner institutions. If such collaborative activities under this MoU result in any potential for intellectual property, both

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institutions shall seek an equitable and fair understanding as to ownership and other property interests that may arise.

- 7. Both Parties agree that prior written approval is required before using the other Party's name, logo, or other Intellectual Property rights in any advertising or associated publicity.
- 8. This MoU comes into effect when the last signatory signs. It will remain in effect for a period of three years from that date. Not less than six months prior to its expiry, the two institutions will review its operation and mutually decide whether or not to renew it. Any such renewal shall be signed by an authorised representative of each Party and may include variations to this MoU.
- 9. This MoU may be terminated by the written mutual consent of both Parties or by either institution giving 60 days' written notice to the other institution.
- 10. The parties may disclose certain confidential information to the other in relation to any future proposal made under this MoU. Each party therefore agrees that the contents of this MoU and the negotiations in relation to any future proposal remain strictly confidential and each party hereby undertakes not to disclose the same to any third party, save for its professional advisers, without the prior written consent of the other party except where such disclosure is required by law (including, without limitation, under applicable freedom of information legislation).
- 11. This MoU may only be amended or modified by a written agreement signed by the representatives of each party.
- 12. This MoU places no financial obligation on either of the institutions, nor does it create any legal relationship between them. It constitutes a platform from which they may pre-agree in writing on any of the fields of co-operation as defined in clause 4. hereof.

Signed on behalf of SUMY STATE UNIVERSITY:

Yurii Zuban
Director of E-Learning Technologies Center

Dmytro Filchenko
Head of the Center for Benchmarking and Web Management

Professor Anatoly V. Vasyliev
Rector

Date: 11.03.2020

Signed on behalf of the NELSON MANDELA UNIVERSITY

Prof Avinash Govindjee
Acting Deputy Vice-Chancellor:
Research and Engagement

Prof Azwinnidini Muronga
Dean: Faculty of Science

Date: 11.03.2020



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11.03.2020 / 11.03.2020

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