



# Memorandum of Understanding

## Preamble

Humanity today faces challenges of unequalled magnitude: climate change, overexploitation of resources, rising inequalities, the social consequences of the digital age... The answers necessarily go through technology. Eight partners have joined forces to create and work towards the establishment of the European University of Technology (EUt+). Their vision and mission are underpinned by the pivotal role that technology plays in forging an inclusive and sustainable future. A technology both human-centric and society-driven, respectful of individual freedoms and careful about our environment. In this context, EUt+ aims to become the leading partner for key players in education, research and transfer, economy, governance, and society to promote a new European model of education. An inclusive and diverse model, that helps every student to define one's own role in society. A model that delivers a high-level scientific education & research, that allows everyone to achieve excellence through a long-term education. A model that raises technologically responsible citizens, and that gives its students the ability to act for a better world.

To achieve this ambitious goal, we aim at generating fruitful cooperation and collaborations with other outstanding partners. To initiate these promising interactions and to foster further negotiations, the following MoU is agreed on:

## 1. Memorandum of Understanding

### 1 PARTIES

This Memorandum of Understanding (MoU), dated 30/05/2022 serves to the discussion between we, the EUt+ partners, represented by EUt+ partner **Universidad Politécnica de Cartagena (UPCT)**, Plaza del Cronista Isidro Valverde, Edificio La Milagrosa, 30202 Cartagena (Spain) and the Higher Educational Institution «Podillia State University», 12, Shevchenko Str., Kamianets-Podilskyi, Khmelnytskyi region, 32316, Ukraine.

each a "Party" and together the "Parties".

### 2 DISCUSSIONS

#### 2.1 Area of mutual interest(s)

The Parties seek discussions to explore the possibility of working together. They have entered into this Memorandum of Understanding ("MOU") to put structure on discussions and potential negotiations between the Parties in relation to potential collaboration by the Parties in (academic) areas of mutual interest. The focus and subject matter of the discussions is





- Exchanging faculty, researchers and other research and administrative staff
- Conducting collaborative research projects
- Conducting lectures and organizing symposia
- Exchange of academic information and materials
- Developing and delivering programmes of study and online learning for a global audience
- Promoting other academic cooperation as mutually agreed

## 2.2 Procedure, Outcome and Terms of Discussion

2.2.1 Each Party agrees that the discussions and, if applicable, negotiations are being undertaken on a non-exclusive basis and give rise to no commitment by either Party to enter into any binding agreement or contract with respect to the subject matter of the discussions, negotiations or otherwise.

2.2.2 If the outcome of the initial discussions is positive, the proposed activities / services are not to be implemented until all internal approvals are obtained and a **formal Memorandum of Agreement** or a **legally binding document**, such as a contract, is signed by each Party.

2.2.3 The Parties will, in good faith, from the date of this MOU seek to actively progress and successfully conclude discussions and, if applicable, negotiations in respect of the proposed collaboration. The Parties intent is that the discussions and any negotiations should be completed by 30/01/2025 unless:

- this MoU is terminated earlier pursuant due to clause 2.2.4
- the Parties agree in writing to extend the discussions and/or negotiations in which case they shall continue for the period by which the Parties agree to extend them.

2.2.4 Either Party may terminate the discussions and this MoU with immediate effect by notice in writing (but not email) to the other Party at any time.

## 3 BINDING CLAUSES

The Parties acknowledge and agree that this MoU is not, and shall not be interpreted as being, binding on the Parties and does not create any rights, liabilities or obligations of any kind whatsoever. This is with the exception of the **clauses 3-7** in which each Party agrees are legally binding upon and enforceable against each of the Parties and survive the termination or expiration of this MoU.

## 4 CONFIDENTIALITY

Neither Party will make any public statement or disclosure relating to this MoU or the discussions and, if applicable, negotiations between the Parties, unless agreed otherwise.

The Parties acknowledge and agree that in the course of the discussions and negotiations between the Parties they may or will become aware of confidential information belonging to, or related to, the other Party ("**Confidential Information**"). Each Party shall keep safe, secure and confidential such Confidential





Information and shall only use the Confidential Information for the purposes of progressing discussions and, if applicable, negotiations pursuant to this MoU.

## 5 INTELLECTUAL PROPERTY

Neither Party will gain directly, indirectly, materially or otherwise any intellectual or other property rights, title or interest in or to any materials, documents, marks, content, works, software, Confidential Information or anything else made available or disclosed to it by the other Party during the term of this MoU.

## 6 GOVERNING LAW

This MoU and all disputes (whether contractual or not) and matters, discussions and negotiations arising out of or in connection with it (including as to the formation, existence, interpretation, operation, termination or otherwise of this MoU), are governed by Spanish law, as the EUt+ Alliance is represented by Universidad Politécnica de Cartagena (UPCT) for this MoU and the Parties each submit to the exclusive jurisdiction of the courts of Spain in connection with such. Nothing contained in this Clause limits the right of either Party to seek provisional or protective relief in the courts of another jurisdiction.

## 7 MISCELLANEOUS

### 7.1 Resources

**7.1.1** Each Party will bear its own costs and expenses in connection with the negotiation, preparation and execution of this MoU and any discussions or negotiations arising out of or in connection with it.

**7.1.2** Neither Party is liable to the other for any indirect or consequential loss or damage suffered by either party (whether arising under contract, tort, equity, statute or otherwise).

### 7.2 Extent of interaction

**7.2.1** Nothing contained in this MoU shall be construed to create or imply a joint venture, partnership, agency or employment relationship between the Parties or authorise either Party to act as agent for or on behalf of the other Party.

**7.2.2** This MoU represents the entire of the understanding of the Parties concerning the subject matter of this MoU. Neither Party has relied upon, or has any remedies in respect of, any statement, term, condition, warranty or otherwise that is not set out in this MoU.

**7.2.3** This MoU, and the burden and benefit of this MOU, may not be assigned, novated or transferred by either Party in whole or in part without the prior written consent of the other Party.

### 7.3 Others

**7.3.1** The legally binding provisions of this MoU may only be waived by a Party in writing by express reference to this clause. A waiver of any breach of any binding provision of this MoU does not constitute a general waiver of such provision or of any subsequent act contrary to it. The failure or neglect by a Party to

*BM*



enforce any binding provision is not a waiver of that Party's rights under this MoU and does not prejudice that Party's right to take subsequent action in respect of it.

**7.3.2** If any provision of this MoU is held invalid, illegal, or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed without effect to the remaining provisions.

**7.3.3** The Parties have entered into this MoU in consideration of their respective rights and obligations (the sufficiency of which each party hereby confirms).

Signed for and on behalf of Universidad Politécnica de Cartagena (UPCT) as member of the EUt+ Alliance.

Signed: \_\_\_\_\_

DATE: \_\_\_\_\_

By: Beatriz Miguel Hernández

Title: Rector



Signed for and on behalf of the Higher Educational Institution «Podillia State University»

Signed: \_\_\_\_\_

DATE: \_\_\_\_\_

By: Volodymyr Ivanyshyn

Title: Rector

