

Memorandum of Understanding

This Memorandum of Understanding ("MoU") is between:

The University of Worcester (UW), a university with charitable status, having its Office at Henwick Grove, Worcester WR2 6AJ, United Kingdom
and

Ternopil Volodymyr Hnatiuk National Pedagogical University (TNPU), 2, Maksyma Kryvonosa St, Ternopil, Ternopil Oblast, Ukraine, 46000

(each a "**Party**" and together the "**Parties**").

1. The Parties believe that mutual benefit can be derived from scholarly interaction, cultural interchange, co-operative research and other forms of academic collaboration. The Parties see advantages in the development of strong academic links and relationships, and agree in principle to enter into discussions to establish ties of co-operation and collaboration for the purpose of promoting mutual understanding and academic, cultural and personal collaboration.
2. Except for this paragraph 2 and paragraphs 6 to 11 (inclusive) (the "**binding sections**") which shall be legally binding on the Parties, this MoU is not legally binding and the Parties acknowledge that this MoU does not place them under any obligation to enter into any subsequent agreement or arrangement. This MoU is designed to assist and inform the Parties' on-going discussions and, other than the binding sections, neither Party wishes for this MoU to give rise to any legal obligation. The Parties agree that each shall bear their own costs for any work under this MoU, save and except as separately agreed in writing.
3. Discussions regarding potential collaborative opportunities are expected to cover:
 - Knowledge exchange to support capacity building and to foster a better understanding of each countries higher education systems for joint benefit
 - Joint research collaborations
 - Developing proposals for projects, including bidding for grants and other funding
 - Encouraging and facilitating reciprocal Staff and student visits, virtual or otherwise
 - Supporting Staff and student engagement in activities which develop and embed internationalisation of curricular in teacher and higher education
4. In accordance with good legal practice and the requirements of the UK's *Quality Code for Higher Education*, where the Parties agree to proceed with a specific activity, the Parties agree to enter into a separate written agreement for that specific activity which will include all material, legal, administrative and financial terms including funding and the responsibilities and obligations which are to be undertaken by each Party, and which are to be mutually agreed and signed by the Parties prior to the commencement of the activity.

5. Each Party undertakes to reveal to the other such dealings with other institutions or any material fact that may be reasonably expected to impinge on the development of the collaborative relationship established under this MoU.
6. **Confidentiality**
The Parties agree and undertake to keep confidential at all times any information or data that may be exchanged, acquired, disclosed, or shared in connection with any activity conducted pursuant to this MoU save where such information is already in the public domain or is required to be disclosed by any applicable law or regulations (which, in the case, of the University of Worcester, shall include under the Freedom of Information Act 2000), or where the extent of such disclosure is authorised in writing by the other. Neither Party shall use the information of the other Party except to the extent required to enable the intended activities of this MoU. The obligations of the Parties under this clause shall continue following the expiry or termination of this MoU.
7. **Intellectual Property (IP) Rights**
All existing IP owned by or licensed to either Party shall remain the property of such Party. Each Party grants to the other a non-exclusive, non-transferable licence for duration of this MoU to use such of its existing IP as is provided to the other Party for the purposes only of this MoU.
8. **Publicity**
Specific approval for any publicity or announcements relating to this MoU or the other Party must be agreed in writing prior to deployment between the Director of International at the UW and Head of the International Office at TNPU.
9. **Duration of this MoU**
The effective date of this MoU is the 1st October, 2022. This MoU will expire five years from the effective date unless sooner terminated, revoked or modified by mutual written agreement between the Parties. Either Party may terminate this MoU without liability to the other by giving one month's notice in writing to the other Party.
10. Amendments to this MoU will only be effective if in writing and signed by an authorised signatory of each Party.
11. **Choice of law and jurisdiction**
This MoU is governed by English law. Any disputes which may arise between the Parties concerning this MoU shall be determined by the English courts and the Parties hereby submit to the exclusive jurisdiction of the English courts for such purpose.

Signed

On behalf of University of Worcester



Professor David Green CBE DL
Vice Chancellor and Chief Executive

Date: 28th October 2022

On behalf of Ternopil Volodymyr Hnatiuk
National Pedagogical University


Professor Bogdan Buyak
Rector
Date: 09/09/2022
