048/23/13





MEMORANDUM OF UNDERSTANDING

BETWEEN

Khmelnytskyi National University with its legal domicile at 11 Instytutska St, Khmelnytskyi, 29016, Ukraine, registered by the Ministry of Education and Science of Ukraine at registration number 138, tax identification number 020712322257, represented in this Act by its Rector, Assoc. Prof. Serhii Matiukh (hereinafter "KhNU"),

AND

Technological University of the Shannon with its legal domicile at Dublin Road, Athlone, Ireland, registered by Technological University of the Shannon at registration number 20206335 tax identification number 3793434QH represented in this memorandum by its President Vincent Cunnane (hereinafter "TUS"), hereinafter collectively referred to as the "PARTIES" and individually to as the "PARTY",

recognising their mutual legal capacity to take part in this act and considering they are committed to higher education, research, and the promotion of culture, wish to encourage educational and mobility programmes between their respective institutions to their further mutual interests by cooperating on an equal and mutually collaborative basis.

The **PARTIES** formalize this Memorandum by the following:

ARTICLE 1. OBJECTIVES OF THE COLLABORATION

This Memorandum has the following objectives:

- 1. Establishing the general conditions for scientific, technical, and administrative collaboration between the above-mentioned **PARTIES**.
- 2. Promoting the implementation of joint research, training, and management projects following mutual interests and available resources.
- 3. Encouraging the creation, organization, and coordination of academic activities.
- 4. Facilitating the exchange of members of their academic communities following both **PARTIES'** internal regulations.

ARTICLE 2. FORMS OF COLLABORATION

Cooperation between the **PARTIES** shall be aimed at the exchange of teaching staff, research staff, students, and administrative staff. The **PARTIES** agree to implement all or some of the following proposals following the funds available to each **PARTY**:

- Accepting students to PARTIES' institutions within, inter alia, student exchange programmes where mutually beneficial, summer schools, joint programmes, and any other mobility programme or initiative.
- 2. Accepting teaching, research, administrative, and technical support staff from **PARTIES'** institutions within mobility programmes and any other similar initiative.
- 3. Collaboration in scientific and/or technical programmes of interest to the PARTIES.
- 4. Exchanging scientific and technical documentation and information.
- 5. Establishing the manner in which both **PARTIES** provide student support through the allocation of study and research grants.

ARTICLE 3. ORGANISATION OF THE COLLABORATION

- Each PARTY shall appoint a coordinator who will supervise and coordinate the activities carried out under the aegis of this Memorandum.
- The PARTIES shall consult each other whenever they deem it necessary.
- 3. The **PARTIES** may agree to present a periodic report describing the projects that have been or are being carried out as well as the plans for future projects.
- The programmes, duration, and forms of cooperation, as well as the extension of their remit, will be determined by specific Memorandums to be added to this framework Memorandum.

ARTICLE 4. DURATION

- This Memorandum shall enter into force upon signature. It shall be valid for a period of 3
 (three) years and will be extended automatically for another 3 (three) years unless
 terminated by one of the parties.
- Either PARTY may terminate the Memorandum by providing the other PARTY with electronic notice 6 (six) months before the date of the Memorandum's expiration. In all cases, all the tasks and commitments on which the PARTIES agreed in the specific Memorandums that are in progress at the time of termination or modification of the present Memorandum must be completed.

ARTICLE 5. DATA PROTECTION

The confidentiality of data and the processing of information shall be subject to the data protection legislation applicable to each party in connection with the conclusion of the cross-border agreement. The **PARTIES** undertake to comply with the Data Protection Legislation in all matters where such legislation applies to the information which is the subject of this Memorandum.

ARTICLE 6. REPRESENTATION

The Memorandum, as well as its possible amendments thereto in the form of annexes, shall only be made electronically by the authorised persons to make such amendments:

For TUS:

Name and surname: Vincent Cunnane

Position:

President

Address:

TUS, Dublin Road, Athlone, Ireland

E-mail:

international@tus.ie

For KhNU:

Name and surname: Serhii Matiukh

Position:

Rector

Address:

11 Instytutska St, Khmelnytskyi, 29016, Ukraine

E-mail:

iro@khmnu.edu.ua; centr@khmnu.edu.ua

ARTICLE 7. FINAL PROVISIONS

1. No financial obligations for either PARTY shall arise out of this Memorandum.

2. This Memorandum is considered in full force and effect when the last required signature has been added and when such a signed Memorandum has been sent to one of the e-mail addresses listed in Article 6. The timestamp contained in this e-mail indicates the time of the conclusion of the Memorandum.

Khmelnytskyi, Athlone,

SIGNED for and on behalf of KhNU SIGNED for and on behalf of TUS

Serhii Matiukh Vincent Cunnane

Rector President

Date of signature: 11.12.23 Date of signature: 11/12/20.23