

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT (the "Agreement") is made the 01 day of November 2016

BETWEEN

Cardiff Metropolitan University, (hereinafter 'the University', 'We', 'Us' or 'Our/s') whose principal place of business is Central Administration, 200 Western Avenue, Cardiff CF5 2YB, UK

and

Vasyl' Stus Donetsk National University (hereinafter 'Vasyl' Stus DonNU', 'You' or 'Yours') whose registered office / principal place of business is 21, 600-richchia str., 21021, Vinnytsia, Ukraine).

singly a 'Party' and jointly herein the "Parties"

WHEREAS

The Parties to this Agreement agree to collaborate in good faith in respect of the Project (the 'Project') which is expressly set out below:

To explore the organisation of interdisciplinary educational and research cooperation and promotion of mutual understanding between the Parties by creating a framework for student, administrative and interdisciplinary research collaboration. In particular, the Parties agree to explore the below:

- Establishing direct links between departments and laboratories belonging to the respective faculties at the University and Vasyl' Stus DonNU as well as lecturers, scholars and administrative staff with the aim to develop academic collaboration in a field of common interest.
- The planning and preparing of joint interdisciplinary research; participation in research and educational projects under EU programmes for research and technological development, as well as other educational programmes in the field of higher education.
- Academic mobility between the Parties, and the promotion of courses under the framework of academic exchange.
- The participation of students, post-graduates, lecturers, scholars, and experts of the respective faculties and departments at the University and Vasyl' Stus DonNU in educational and scientific events held by the Parties.

The Parties shall appoint a Senior Representative in respect of the Project, who shall be the first point of contact for each other Party and who shall be responsible for assigning any additional tasks or modifications to the duties envisaged under the Project. Each Party shall notify the other of the contact details of the Senior Representative and shall keep the other informed of any changes to the Senior Representative.

Prior to the commencement of any project the Parties will sign an Agreement for Academic Collaboration and detailed programme and financial agreements covering:

- Financial matters
- Schedule of activities
- Responsibilities of each Party
- Provision of awards
- Quality assurance procedures
- Staff/student exchange requirements
- Information exchange requirements
- Any other procedures for managing the project

For the Purpose, the Parties will need to disclose Confidential Information to one another, and the Parties are willing to disclose such Confidential Information on the basis that it is protected as provided in this Agreement.

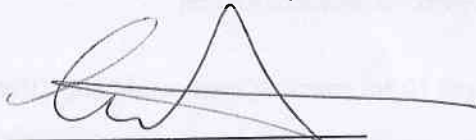
In consideration of the mutual obligations and covenants contained in this Agreement the Disclosing Party and the Receiving Party (which may be singular or plural) HEREBY AGREE AS FOLLOWS:

1. In this Agreement the term "Disclosing Party" shall mean any Party as appropriate where it discloses Confidential Information to the other Party or Parties and the term "Receiving Party" shall mean either Party or both Parties as appropriate where it / they receives Confidential Information from the other Party. The Parties hereby acknowledge that the application of these terms to their own organisation shall mean and include each Parties' employees, agents and any and all suppliers and or contractors.
2. In this Agreement "Confidential Information" shall mean any and all information, including information generated through the discussions under this Agreement relating to the Purpose, disclosed in any form or medium whatsoever by the Disclosing Party (or a third party on behalf of the Disclosing Party) to the Receiving Party whether before or during this Agreement, including but not limited to information relating to that party's operations, processes, plans or intentions, know-how, copyrights, knowledge or design rights, trade secrets, market opportunities and business affairs, but shall not include any part of such information which the Receiving Party can demonstrate:
 - 2.1 is in or comes into the public domain in any way without breach of this Agreement by the Receiving Party or any person to whom it makes disclosure; or
 - 2.2 that disclosure is required by any judicial, governmental or regulatory process, or;
 - 2.3 was in its possession or known to it by being in its use or being recorded in its files prior to receipt from the Disclosing Party and was not acquired by the Receiving Party from the Disclosing Party under an obligation of confidence; or
 - 2.4 to have been independently developed by the Receiving Party without recourse to the Confidential Information; or
 - 2.5 that it has obtained or has available from a source other than the Disclosing Party without breach by the Receiving Party or such source of any obligation of confidentiality or non-use; or
 - 2.6 it is hereafter furnished by the Disclosing Party to a third party without restriction on disclosure or use and not subject to a duty of confidentiality; or
 - 2.7 is disclosed by the Receiving Party with the prior written approval of the Disclosing Party.
 - 2.8 For the avoidance of doubt, any proposed announcement or circular in any medium whatsoever relating to the existence or the subject matter of this Agreement shall first be approved by both parties as to its content, form and manner of publication.
- 3 In relation to Confidential Information and always subject to clause 2, the Receiving Party will:
 - 3.1 treat the Confidential Information in confidence and to use it only for the Project;
 - 3.2 not copy or write down any element of the Confidential Information except as is reasonably necessary for the Project;
 - 3.3 disclose the Confidential Information only to those within the Receiving Party's organisation and its professional advisors as is reasonably required for the Project;
 - 3.4 treat the Confidential Information with the same degree of care and with sufficient protection from unauthorised disclosure as the Receiving Party uses to maintain its own confidential or proprietary information.

4. If no business or collaborative relationship between the Disclosing Party and the Receiving Party shall be established, or at the written request of the Disclosing Party:
 - 4.1 the Receiving Party shall promptly return or delete as agreed all documents, materials and records and all copies of the Confidential Information to the Disclosing Party; and
 - 4.2 use reasonable endeavours to permanently delete any such Confidential Information from any electronic storage media or memory.
 - 4.3 Notwithstanding return of the Confidential Information in accordance with clause 4.1 above, the Receiving Party shall remain bound by the confidentiality obligations in clause 2 and clause 3 above for a period of 5 years from the date of disclosure of the Confidential Information.
- 5.1 In consideration of the mutual undertakings each Party gives to the other in this clause, each Party warrants that it is not currently carrying out any of the activities listed in this clause and undertakes that from the date of signing this Agreement until all Parties have entered into an Agreement for Academic Collaboration or Memorandum of Understanding or discussions have terminated (whichever is the earlier) it shall not:
 - 5.1.1 commence or continue negotiations with a third party about a potential collaboration, the business of which may overlap with the Project; or
 - 5.1.2 disclose any information (including, without limitation, information about the other party) to a third party for the purpose of negotiations relating to a purpose similar to that described in 5.1.1 above; or
 - 5.1.3 seek, encourage or respond to any approach that might lead to negotiations relating to a purpose described in 5.1.1 above.
- 5.2 Each Party shall ensure that its employees, agents and advisers comply with the undertakings in this paragraph as if they were the relevant Party.
- 6 The Receiving Party agrees that any breach or threatened breach of this Agreement would entitle the Disclosing Party to seek injunctive or other equitable relief in addition to any other remedies it may have whether at law or otherwise.
- 7 If a Party does not enforce a right available to it under this Agreement in any particular instance, then such non-enforcement will not prevent it from enforcing that right in future or in any other instance. If a Party waives a breach of any provision of this Agreement this shall not operate as a waiver of a subsequent breach of that provision or as a waiver of a breach of any other provision.
- 8 No Party to this Agreement shall assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other party.
- 9 This Agreement does not grant any right or licence under any Party's intellectual property rights.
10. Unless otherwise provided, all costs in connection with the negotiation, preparation, execution and performance of this Agreement shall be borne by the Party that incurred the costs.
11. This Agreement constitutes the entire understanding between the Parties related to the protection of Confidential Information disclosed under it for the Project set out in this Agreement.
12. Unless otherwise agreed in writing, this Agreement shall not be deemed to have created a partnership and any person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999.
13. This Agreement shall be governed in all respects by the laws of England and Wales and the parties hereto submit to the exclusive jurisdiction of the English and Welsh courts.

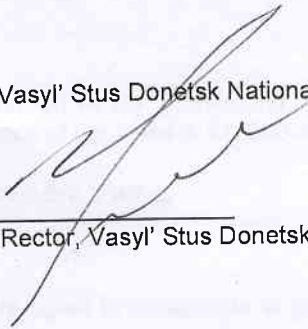
IN WITNESS HEREOF the Parties have entered into this Agreement on the date above.

Signed for and on behalf of Cardiff Metropolitan University



Professor Cara Carmichael Aitchison, President and Vice-Chancellor, Cardiff Metropolitan University

Signed for and on behalf of Vasyl' Stus Donetsk National University



Professor Roman Grynyuk, Rector, Vasyl' Stus Donetsk National University