



# MEMORANDUM OF UNDERSTANDING (MoU)

#### between

Danubius International University (DIU), Romania

and

International European University (IEU), Ukraine

**DIU**, with legal address in Bd. Galati nr. 3, Galati 800654, Romania, represented by Dr. Steve O. Michael, Rector & CEO

and

**IEU**, with legal address: 42B, Academician Glushkov Avenue, Kyiv, Ukraine, 03187, represented by rector Oleh Padalka,

agree to establish this Memorandum of Understanding according to the following terms:

#### **Objectives**

The primary purpose of this MoU is to build academic research and education capacity, to promote mutual understanding between the educational establishments as well as to conduct collaborative scientific research.

## Article 1: Collaborationa

The Parties agree to open discussion and positive negotiation in all matters related to the aims and objectives of this Collaboration.

The Parties commit themselves to strive for excellence in education and research for all learners, faculties and experts; these provisions will allow faculties and experts to work collaboratively in a pertinent environment in a way which will develop their common thoughts of outstanding issues.





#### **Article 2: Education**

To use education as a means to advance our common aims, in particular, through the participation of members of DIU and IEU in joint courses and programs. The following are key qualifications that might be interesting for both Parties.

These activities include:

- 2.1. Exchange of information and educational resources;
- 2.2. Academic staff exchange (short-term and long-term), internship and work in libraries;
- 2.3. Joint research work:
- 2.4. Joint project work;
- 2.5. Joint elaboration of curricula:
- 2.6. Organisation of joint seminars, conferences and master-classes;
- 2.7. Participation of students and academic staff in seminars and conferences organized by the Parties;
- 2.8. Publication of joint written scientific and/or scientific methodical works (articles and presentations) in the Parties' scientific journals etc.

#### Article 3: Principal areas of cooperation

The Parties agree to collaborate in research in areas of common interest for the furtherance of their aims and requirements:

- 3.1. Develop joint programs for determination and study of the priority areas of sciences discussed upon conversation.
- 3.2. Carry out joint pilot fundamental and applied studies in the different field of education and science.
- 3.3. Organize joint scientific forums and introduce the results of joint researches into the educational process.
- 3.4. Collaborate in training of highly qualified personnel.
- 3.5. Publish scientific research papers, methodological and educational literature.

## Article 4: Exchange of Information

4.1. To provide information on substantive educational and research programmes and conferences, to conduct seminars on topics of mutual interest and to encourage and strengthen communication and cooperation between members of the two institutions, especially in areas of mutual concern and benefits.





# **Article 5: Duration and Termination of Agreement**

5.1. This present memorandum shall come into force from the date of being mutually signed by the Parties if signed on different occasions, the date the last Party has signed and shall continue for a period of five (5) years; this MoU can be renewed upon mutual agreement of the Parties. Either Party shall be entitled to terminate this MoU for convenience, provided prior written notice of six months. Upon termination of this MoU, both Parties agree to continue their joint obligations (if any) toward all attempts already taken, experts or learners already enrolled, until the time or the final processes is achieved thereof.

# Article 6: Dispute Resolution:

6.1. The Parties will attempt in good faith to resolve any dispute or claim arising out of or in relation to this MoU through negotiations between the officials of each of the Parties with the authority to settle the relevant dispute.

### Article 7: Non-binding

7.1. Despite the statements expressed herein, this MoU is a non-binding expression of the current intentions of the Parties, it does not constitute or create, and shall not be deemed to constitute or create, any legally binding or enforceable obligation on either Party. Neither Party will incur nor be bound to any legal obligations or expense hereunder to the other Party until and unless definitive Agreements ("ad hoc Agreements") have been negotiated, approved by the necessary management levels of each Party, executed and delivered by authorized representatives of both Parties.

### Article 8: Confidentiality:

- 8.1. Both Parties shall at all times during the Term of this MoU and after its termination keep strictly confidential all information supplied to it by the other Party, the terms of this MoU and all other arrangements and understandings between the Parties in relation to this MoU. The "Confidential Information" shall be maintained in strictest confidence and shall exercise in relation thereto no lesser security measures and degree of care than those, which the pertinent Party applies to its own confidential information.
- 8.2. Without limiting the generality of the foregoing, this MoU shall not be deemed, in any form or aspect, as authorisation or transfer of any privileges or other IP rights between the Parties, which shall be subject to further discussion and agreement among the Parties if necessary.

#### Article 9: Miscellaneous:

9.1. This MoU does not create nor is it evidence of a partnership or joint enterprise of any kind. The parties are and remain independent and no Party has the power to bind any other Party for any purpose except with the express written consent of such other Party.





- 9.2. No Party may assign any of its rights or obligations under this MoU to any person without the express written consent of the other Party hereto which consent shall not be unreasonably withheld.
- 9.3. Each Party agrees to execute and deliver such additional documents and to take such additional actions as may be necessary or appropriate to give effect to the transactions and matters contemplated by this MoU.
- 9.4. The Parties undertake at all time to co-operate fully and in good faith with each other in pursuit of the objectives set out herein.
- 9.5. This MoU supersedes all prior oral or written understandings whether intended to be legally enforceable or not, by and between the Parties concerning the subject matter hereof.
- 9.6. This MoU and any of its provisions may only be altered or amended in writing and signed by or on behalf of each Party.
- 9.7. In any condition all the above mentioned articles should not be inconsistent with regulations and bi-laws of both institutions.

IN WITNESS WHEREOF, the Parties hereto, through their duly authorised representatives, have executed this MoU in duplicate, each Party taking one (1) copy on the day and year written below.

FOR AND ON BEHALF OF

**Danubius International University** 

Dr. Steve O. Michael

Rector & CEO

[Date]

FOR AND ON BEHALF OF

**International European University** 

Oleh Padalkaлад

Rector

[Date]

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