



DATED DECEMBER 2021

UNIVERSITY OF ESSEX

(1)

and

KHMELNYTSKYI NATIONAL UNIVERSITY

(2)

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made on the Date of Commencement

BETWEEN:

(1) UNIVERSITY OF ESSEX, Wivenhoe Park, Colchester, Essex CO4 3SQ, United Kingdom
("Essex"); and

(2) KHMELNYTSKYI NATIONAL UNIVERSITY, Street Instytutaska 11, Khmelnytskyi, 29016, Ukraine
("KhNU")

WHEREAS

Preamble

This MOU is intended to promote co-operation, discussions, and positive academic relations between Essex and KhNU to their mutual benefit.

Nothing in this MOU shall be construed as creating a legal relationship between the Parties with the exception only of the provisions in **clauses 2.2, 3, 4, 5, 6, 7, 9 and 10**. This MOU is therefore a statement of intent which sets forth the general basis upon which the Parties wish to proceed; no contract will arise as to the subject matter hereof unless and until an agreement regarding each or any objective is negotiated, approved, executed and delivered by the Parties.

The purpose of this MOU is to enable Essex and KhNU to pursue the Objectives (specified in clause 1 below) by undertaking the Tasks (specified in clause 2 below) and thereafter by entering into a formal collaboration agreement.

1 Objectives

1.1 The Parties agree to facilitate discussions in good faith in relation to:

1.1.1 the admission of suitably qualified students from KhNU to relevant degree courses at Essex;

1.1.2 collaboration on research projects of mutual interest;

1.1.3 the mobility of students and/or members of academic staff as agreed between the Parties and as appropriate to the circumstances of each Party; and

1.1.4 such additional activities as may be identified and agreed in writing by the Parties from time to time.

2 Tasks for each Party

2.1 Each Party agrees to:

2.1.1 maintain regular and reasonable contact with the other Party, informing the other Party of any relevant changes or developments in relation to the Objectives;

2.1.2 nominate a senior member of staff (as specified in **clause 9** below) to be responsible for overseeing the implementation of this MOU.

1

2.2 KhNU has no right to use the name and logo of Essex under the terms of this MOU. Such rights, if granted, will be set out in a formal collaboration agreement agreed between the Parties and be in accordance with Essex's brand guidelines.

3 Costs

3.1 The Parties agree that each shall bear its own costs for any work under this MOU, save and except as agreed in writing between the Parties. For the avoidance of doubt, each Party shall meet the travel, accommodation and subsistence costs of its own staff involved in any visits associated with this MOU.

4 Confidentiality

4.1 The Parties agree and acknowledge that all information to which their personnel will have access, as well as any information provided to them as part of this MOU (the "**Confidential Information**"), regardless of the means by which it is made known to them, is owned by KhNU or by Essex as applicable, and that such information is to be treated as confidential. Each Party undertakes not to disclose or transfer the Confidential Information, whether partially or entirely, to any third party, as well as not to use it for purposes other than those set forth in this MOU, unless such information is already in the public domain, is required to be disclosed by law or any legal or regulatory authority, or the Party has received the prior written consent of the other Party for disclosure of the Confidential Information.

4.2 The obligations of the Parties under this **clause 4** shall continue following the expiry or termination of this MOU.

4.3 KhNU acknowledges that Essex is subject to the requirements of the Freedom of Information Act 2000 (as amended from time to time) (the "**FOIA**") and KhNU agrees it shall cooperate and provide all necessary assistance as may be reasonably requested by Essex (at its expense) to enable Essex to comply with its obligations under the FOIA, including but not limited to, providing Essex with such information in its possession or power as may be reasonably

requested in order for Essex to comply with its obligations under the FOIA.

5 Data Protection

5.1 The Parties agree to ensure throughout the duration of this MOU that, where it is necessary to share Personal Data and Special Category Data (as defined in each case in the Data Protection Act 2018) regarding the KhNU students (e.g. at the point of application to Essex courses), or each of the Parties, this will be done so in compliance with all relevant data protection laws and regulation including, without limitation, the following:

- Data Protection Act 2018 (DPA);
- General Data Protection Regulation (EU) (2016/679) (GPDR) as it applies in the United Kingdom from time to time;
- Electronic Communications Data Protection Directive (2002/58/EC) as it applies in the United Kingdom from time to time;
- Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) as it applies in the United Kingdom from time to time; and
- any other relevant laws/regulations relating to the processing of Personal Data.

6 Intellectual Property

6.1 Any intellectual property rights owned by a Party before the date of this MOU and/or created during the term of this MOU will remain the property of that Party. Nothing contained in this MOU to follow will affect the absolute ownership rights of any Party in such Party's intellectual property rights. For the avoidance of doubt, no licenses are granted under this MOU.

2

7 General

7.1 No person who is not party to this MOU shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

7.2 Nothing contained in this MOU shall be construed to imply a partnership, or employer and employee, or principal and agent relationship between any of the Parties. No Party shall have any right, power or authority to create any obligation express or implied on behalf of the other Party.

8 Liaison Officers

8.1 This MOU shall be administered by and any proposals to amend or vary this MOU shall be carried on through liaison officers designated by each Party:

<u>University of Essex:</u> Lexa Olivera-Smith FHEA Director of MA Translation & Professional Practice and MA Audiovisual & Literary Translation molivera@essex.ac.uk	<u>Khmelnytskyi National University:</u> Kateryna Skyba Vice-Rector for Scientific and Pedagogical Work, Professor of Germanic Languages and Translation Studies Department skybakm@khnmu.edu.ua
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but so that such liaison officers shall have no power to bind the Party appointing them. 9

Commencement and Duration

9.1 This MOU commences on the latest date it has been signed by an appropriate officer of both Parties ("**Date of Commencement**"). Either Party may withdraw from this MOU at any time during the term of this Agreement by giving at least three months' notice in writing to the other Party. In such circumstances of withdrawal, cessation, or the expiry of this MOU this shall be without prejudice to **clauses 3, 4, 5 and 6**.

9.2 This MOU shall be in effect for 2 years from the Date of Commencement. This period may be extended by written consent of both Parties. In the absence of any extension then this MOU shall automatically terminate with no further liability by Essex.

10 Governing Law and Jurisdiction

10.1 This MOU shall be governed by English law and all disputes shall be subject to the non exclusive jurisdiction of the English Courts.

Signed for and on behalf of Signed for and on behalf of **UNIVERSITY OF ESSEX**

KHMELNYTSKYI NATIONAL UNIVERSITY



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Bryn Morris Kateryna Skyba
Registrar and Secretary Vice-rector for Scientific and Pedagogical Work Dated:

...03/12/2021..... Dated:

