



MEMORANDUM OF UNDERSTANDING

BETWEEN

KHARKIV NATIONAL MEDICAL UNIVERSITY

4 Nauky Avenue, Kharkiv, 61022, Ukraine, represented by the Rector, Prof. Dr. med. Valerii Miasoiedov

AND

UNIVERSITY OF BONN FOR THE MEDICAL FACULTY

Regina-Pacis-Weg 3, 53113 Bonn, Germany, represented by the Rector, Prof. Dr. Dr. h.c. Michael Hoch

Kharkiv National Medical University and University of Bonn ("the parties"), wishing to strengthen their academic and scholarly links and the fruitful cooperation between both universities, intend as follows:

ARTICLE 1: PURPOSE

The parties intend to explore academic and scholarly cooperative projects that are of mutual interest to both parties in the areas of medicine through the following:

- 1.1. Exchange of faculty members and administrative staff
- 1.2. Exchange of students and Ph.D. candidates
- 1.3. Joint research and teaching activities, which may be supported by the exchange of scientists, scholars, and technical staff members
- 1.4. Joint conferences, seminars, symposia, summer courses, etc.
- 1.5. Exchange of publications for scientific, scholarly, teaching and information purposes

ARTICLE 2: IMPLEMENTATION

- 2.1 Any matters necessary for the implementation of academic exchanges and cooperation shall be determined through mutual consultation. The parties agree that any activity, project or assignment undertaken under this MOU shall be executed under its own detailed and separate legally binding agreement which is to be agreed between the parties in writing.
- 2.2 Each university will designate a Liaison Officer to develop and coordinate specific activities or programs.

ARTICLE 3: FINANCIAL ARRANGEMENTS

- 3.1 This Memorandum reflects the intentions of the parties to promote the development of cooperation in the field of health care and does not entail any legal, financial or economic obligations.
- 3.2 This Memorandum does not provide for any financial settlements between the parties within the scope of the described cooperation.

ARTICLE 4: INTELLECTUAL PROPERTY

- 4.1. In the case that intellectual property rights are expected to arise in the course of collaborative projects carried out under the terms of Article 1, the parties shall lay down in writing in a legally binding agreement, prior to the start of the activity in question and in accordance with the policies of each party, the conditions regarding the treatment of intellectual property rights.

ARTICLE 5: OTHER MATTERS

- 5.1 The parties work to provide the best possible study, research, teaching and working conditions to their members, regardless of age, gender, sexual orientation, disability, social or ethnic background, nationality, religion or beliefs. This includes promoting anti-discrimination, removing structural inequalities and fostering an inclusive environment.
- 5.2 The parties affirm that the cooperation is based as a binding principle on openness, reciprocity and scientific freedom. The parties undertake to use the research results exclusively for peaceful purposes. The parties promote the free exchange of information, the free national and international transfer of research data and the free use of research data (open data), as well as compliance with data protection legal frameworks in their respective countries. The parties ensure equal unrestricted use of the generated research results while respecting the applicable intellectual property regulations of each party. The parties uphold academic, ethical and legal standards in fulfilling their chartered mission and agree to act in accordance with the Regulations for Safeguarding Good Research Practice at their respective institutions.
- 5.3 Any activities under or in connection with this MoU shall be subject to applicable export control laws and regulations. Should it be found that this MoU or any project or activity thereunder violates any applicable export control law and/or regulation, this MoU shall be void. Materials, documents and equipment shall, in this case, be returned to the party where they or it originated from. Neither party has the right to incur damages or claim compensation of any kind for costs or expenditure incurred in connection with the necessary reversal.
- 5.4 The parties shall not sell, export or re-export, directly or indirectly, to the Russian Federation/Belarus or for use in the Russian Federation/Belarus any items (goods and technology) supplied under or in connection with this Agreement that fall under the scope of Article 12g Council Regulation (EU) No 833/2014 / Article 8g of Council Regulation (EC) No 765/2006.

ARTICLE 6: PROCEDURE IN THE CASE OF DISPUTE

- 6.1. The parties agree to first attempt to negotiate an amicable settlement in the event of differences of opinion or disputes arising between the partners in connection with this agreement. Court litigation shall only be pursued after one Party states in writing that efforts to reach an amicable agreement have failed. The Parties agree that should a dispute remain unresolved any legal proceedings taken under this agreement will be initiated in the jurisdiction and governed by the laws of the country of the defending Party.

ARTICLE 7: AMENDMENTS

- 7.1 Amendments to this agreement must be made in writing and signed off on by the authorized signatories of the parties.

- 7.2 Should one or more provisions of this agreement become invalid for reasons de jure or de facto, the validity of the remaining provisions of this agreement shall not be thereby affected. The contractual parties agree in such case to replace any invalid provision with a valid one which renders the intended outcome to the closest possible extent. The same applies in case of an unintended agreement loophole. Articles 5.3 and 5.4 remain unaffected by this.

ARTICLE 8: DURATION OF THE AGREEMENT

- 8.1 This Memorandum will be effective from the date of the final signature for an initial period of five years.
- 8.2. The parties execute this Memorandum of Understanding in 2 (two) identical counterparts, in English and in Ukrainian, each of which shall be deemed an original. In the event of a divergence of interpretation, the English version shall prevail.

IN WITNESS WHEREOF, the parties hereto have affixed their signature:

FOR KHARKIV NATIONAL
MEDICAL UNIVERSITY
Prof. Dr. med. Valerii Miasoiedov


Rector
(Date)



FOR THE UNIVERSITY OF BONN:

Prof. Dr. Dr. h.c. Michael Hoch

Rector
(Date)

17-4-26


FOR THE FACULTY OF MEDICINE AT THE
UNIVERSITY OF BONN:
Prof. Dr. med. Bernd Weber

Dean
(Date)

