



MEMORANDUM OF UNDERSTANDING

NOTTINGHAM TRENT UNIVERSITY and KHARKIV NATIONAL MEDICAL UNIVERSITY

This Memorandum is made on 21st January 2025

BETWEEN:

- (1) **Nottingham Trent University** of 50 Shakespeare Street, Nottingham, NG1 4FQ, UNITED KINGDOM ("NTU"); and
- (2) **Kharkiv National Medical University** of 4 Nauky Avenue, Kharkiv, 61022, Ukraine ("KNMU").

Also herein after referred to as the Parties.

1. **Aims**

- 1.1 The Parties wish to explore further opportunities for collaboration in teaching and research. The aim of this Memorandum is to provide a framework within which the Parties will seek to develop a long-term collaborative relationship.
- 1.2 As Universities we subscribe to the common values of academic freedom and freedom of speech and embrace our duty to teach and undertake research ethically and with integrity, producing reliable, trustworthy and accessible results.

2. **Status of this Memorandum**

- 2.1 The parties recognize that the provisions of this Memorandum do not oblige them to take any actions, but to implement specific tasks and projects of this Memorandum. Following further discussion, the Parties agree to cooperate in any of the activities provided for in this Memorandum. The Parties will enter into an agreement (cooperation), setting out the rights and obligations of each party in relation to that activity.

3. **Areas of potential collaboration**

- 3.1 Subject to paragraph 3.2, the Parties will explore opportunities for potential collaboration in the following areas:
 - (a) exchange of staff and students;
 - (b) development of joint research projects, conferences and seminars;
 - (c) any other areas which may promote the academic interests of the Parties in research and/or teaching.
- 3.2 The development of a collaborative relationship between the Parties is subject to:



- (a) the approval of the relevant authorities of both NTU and KNMU. In particular, approval by NTU of KNMU as a collaborative partner and approval of any courses leading to awards of (or credit towards an award of) NTU is subject to the procedures set out in NTU's Academic Standards and Quality Handbook; and
- (b) obtaining all necessary or advisable governmental, regulatory or other relevant approvals, consents or licences.

4. **Financial implications**

- 4.1 Each party shall be responsible for its own costs incurred in connection with this Memorandum. NTU and KNMU shall, where possible, explore opportunities for external funding of the collaborative activities anticipated in this Memorandum.

5. **Exchange of information**

- 5.1 Each party will exchange information with the other with a view to understanding whether it would be effective and practical for the institutions to work together.

6. **Confidentiality**

- 6.1 This Memorandum and any information provided in connection with it may not be disclosed to any third party other than (a) the parties' professional advisers; (b) as required by law or a relevant regulatory authority; (c) with the prior written consent of the other party; or (d) where the information has come into the public domain through no fault of the party wishing to disclose it.

7. **Intellectual Property**

- 7.1 Unless agreed otherwise in writing, any Intellectual Property rights belonging to the Parties, whether in existence at the date of this Memorandum or created during the course of it, shall belong to the respective Parties.

8. **Publicity**

- 8.1 The Parties will not include the name or logo of the other Party in any advertising or publicity material without the prior approval of the other Party on a case-by-case basis.

- 8.2 Neither Party will do anything which, in the reasonable opinion of the other, would damage the other's reputation and/or business.

9. **Disputes**

- 9.1 The Parties shall attempt to resolve in good faith any dispute arising between them out of the operation of this Memorandum. If the dispute cannot be resolved informally, it shall be referred to the Director of NTU Global of NTU and the Head of the International Relations and Grant Work Office of KNMU.

- 9.2 This Memorandum shall be governed by and construed in accordance with the laws of England and Ukraine.

- 9.3 Any dispute arising out of the operation of this Memorandum shall be finally settled by arbitration under the Rules of Arbitration and Conciliation of the International Chamber of Commerce by two or more arbitrators appointed under those rules.

