

**MEMORANDUM OF UNDERSTANDING AND COOPERATION
BETWEEN THE MYKHAILO BOICHUK KYIV STATE ACADEMY
OF DECORATIVE APPLIED ARTS AND DESIGN, UKRAINE
AND CARPATHIAN STATE COLLEGE in KROSNO
(KARPACKA PAŃSTWOWA UCZELNIA w KROŚNIE)**

Kyiv

Krosno

20-December-2021

1. SCOPE AND PURPOSE

- 1.1. The Mykhailo Boichuk Kyiv State Academy of Decorative Applied Arts and Design and CARPATHIAN STATE COLLEGE in KROSNO (KARPACKA PAŃSTWOWA UCZELNIA w KROŚNIE) (singly - the "Institution", together - the "Institutions") as parties to this Memorandum undertake to promote academic, scientific, innovative and cultural collaboration between the Institutions at the international level.

This Agreement is based on the principle of reciprocity and expresses the interest of both parties in exchanging scholars, students (bachelors, masters, postgraduate students), academic information and materials in the belief that the research and international educational process at both Institutions will be enhanced and that mutual understanding between their respective scholars, teachers, students of all levels and administrative staff will be increased by the establishment of such exchange programs.

- 1.2. The Mykhailo Boichuk Kyiv State Academy of Decorative Applied Arts and Design and CARPATHIAN STATE COLLEGE in KROSNO (KARPACKA PAŃSTWOWA UCZELNIA w KROŚNIE) agree to encourage the development of the following exchange programs based on their respective academic, scientific, promotional and educational needs:

- Organization of joint training programs in any or both Institutions.
- Exchange of scholars and pedagogical staff with the aim of staff training, qualification upgrade, internship via scientific consulting and providing resources and basement for the defense of dissertations in both Institutions.
- Exchange of students (bachelors, masters students) in frames of academic mobility and experience exchange.
- Exchange of academic information, materials, books and joint publications.
- Organization of joint summer programs.
- Organization of joint research programs.
- Organization of joint conferences, workshops and symposia.
- Organization of other academic exchanges agreeable to both Institutions.
- Joint publications using publishing resources of both Institutions.

2. SPECIFIC ACTIVITIES

- 2.1. This Memorandum is intended to form an overarching framework under which the two Institutions can seek to develop specific activities building on the areas in clause 1.2.
- 2.2. Any educational programs leading to recognized academic qualifications that are developed as a result of this Memorandum will be the subject of a separate discussion. Such a procedure will specify responsibilities for academic standards and quality, support and staff recruitment.

3. INTELLECTUAL PROPERTY

All background Intellectual Property will remain in the ownership of the originating Institution. Access to such Intellectual Property will be negotiated on a case-by-case basis. Any new Intellectual Property generated as a consequence of this Memorandum will be normally owned by the party creating. Although variations to this position

may be negotiated on a case-by-case basis and, where this relates to any educational programs developed as set out in Clause 2.1 above, arrangements agreed will be set out in all cases in the further Memorandum

4. PROMOTIONAL MATERIALS AND USE OF LOGOS

Each Institution agrees that the use of the other Institution's title and logo in any publicity or promotional materials will be subject to advance approval by the other Institution. Each institution will be responsible for ensuring that appropriate contact details are provided to facilitate this approval process.

5. CONFIDENTIALITY

The Institutions agree that neither party, without the prior written consent of the other party shall, either directly or indirectly, to any extent whatever, divulge, disseminate, communicate, or otherwise disclose any confidential or proprietary information provided by the party as a result of executing of this Memorandum.

6. RESOLUTION OF DISAGREEMENTS

Any disputes arising from the interpretation or implementation of this Memorandum will initially be addressed at an informal level by the relevant staff involved in the dispute. Where a resolution cannot be achieved informally, the dispute shall be referred to the signatories of this Memorandum (or their successors), or to their nominated representatives. If this fails to achieve a resolution, the dispute may be referred by either party to mediation. The forum for any dispute resolution process will be the home forum of the party alleging they have suffered harm.

7. OPERATION OF THIS MEMORANDUM

- 7.1. This Memorandum shall not in itself give rise to any financial obligation for neither party.
- 7.2. This Memorandum is meant to describe the nature and to suggest the guidelines of the cooperation described above. Nothing therefore shall diminish the full autonomy of either Institution; no constraints should be imposed in carrying out the agreement.
- 7.3. This Memorandum shall remain in force for a period of five (5) years. This Memorandum may also be terminated at any time and for any reason as deemed necessary by either Institution with advanced written notification. Termination would not affect anybody already engaged in the Memorandum.
- 7.4. This Memorandum may only be renewed if, after a review process between the parties, the parties agree in writing to renew it. This Memorandum may be amended by the exchange of letters between the two parties. Such amendments, once approved by both parties, will become part of the Memorandum. Neither party may assign this Memorandum or any right under this Memorandum without the prior written consent of the other party.

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