

## MEMORANDUM OF UNDERSTANDING

„Ion Creanga” State Pedagogical University of Chisinau (ICSPU), represented by the Rector Alexandra Barbaneagra, on one side, and Nizhyn Gogol State University, represented by Samoilenko O. H., in capacity of Rector thereof, acting by virtue of the Law of Nizhyn Gogol State University, hereinafter referred to as the Parties, in order to promote mutual cooperation in the field of education and scientific research, shall enter into a cooperation agreement (hereinafter referred to as the Agreement) as follows:

### 1. Subject Matter of the Agreement

1.1 Subject matter of the Cooperation Agreement shall be support to education and scientific research opportunities for the students and academic staff of the Parties, and opportunities for the Parties to exchange experience in the field of culture.

1.2 For implementation of common interests, the Parties shall cooperate in the following areas:

1.2.1 Exchange of information in order to ensure the learning process and the scientific research activities;

1.2.2 Joint arrangement of meetings, symposiums, seminars, workshops, conferences, cooperation days and other events;

1.2.3 Joint development of academic, scientific research and other projects;



1.2.4 Publishing of jointly written scientific or scientific and methodological works (articles and presentations) and joint projects in scientific collected articles of the Parties;

1.2.5 Cooperation in development and implementation of joint study programs (bachelor's, master's and doctoral programs);

1.2.6 Joint supervising of scientific research of doctoral students;

1.2.7 Cooperation in the field of lifelong learning;

1.2.8 Support to the mobility of students, academic personnel and staff.

## **2 Rights and Obligations of the Parties**

2.1 The Parties agree that mutual cooperation (teamwork of faculties, institutes and other structural units) shall take place in accordance with the programs jointly developed and approved by decision-making bodies of the Parties.

2.2 The present Cooperation Agreement shall not prescribe any financial obligations. Each of the Parties shall ensure the necessary funding for performance of the present Cooperation Agreement. Conditions for funding of joint projects shall be specified for each project individually, by mutually signing separate contracts.

## **3 Responsibilities of the Parties**

In the framework of cooperation the Parties shall be responsible for publication, commercial and protection of intellectual property.

Responsibilities of the Parties shall be exercised in accordance with the laws and regulations in force of both countries, protecting the intellectual and industrial property.

## **4. Period of Validity and Procedure of the Agreement**

4.1 The present Agreement shall enter into force from the time of signing



by both Parties and shall be concluded for a period of five years. The present Agreement is signed as two copies on 5 (five) pages in English. Both copies of the Agreement shall be of equal validity. The Agreement has been delivered as one copy for each Party. Term of the Agreement may be extended, taking into account the cooperation results.

4.2 The Parties shall be entitled to terminate the present Cooperation Agreement, by notification to the other party in writing thereof not less than three months in advance. In such a case, the parties hereby acknowledge and undertake that they will not pay any financial obligation such as compensation and penal clause and that they will not demand any claim from the other Party.

4.3 Amendments, modifications or additions to the present Agreement shall be valid if drawn up in writing and signed by both Parties.

4.4 Terms and conditions for performance of individual obligations shall be determined by appropriate separate contracts.

## **5. Other Provisions**

5.1 The Parties shall be released from liability for partial or full failure to comply with obligations laid down in the Agreement, where this is the result of the force majeure circumstances. As force majeure circumstances shall be recognized the circumstances arising beyond control and responsibility of the Parties, such as natural disasters, flood, fire, earthquakes, war, strikes and other circumstances beyond control of the Parties, as well as the decisions of national authorities or superior institutions or action, which precludes performance of the provisions of the Agreement, if these circumstances have originated during validity of the Agreement, and if none of the Parties has predicted and could predict the occurrence thereof. The term for performance of the Agreement shall be extended for the time of presence of force majeure circumstances, as well as, upon understanding between the Parties, for the time period that would allow full compliance with the obligations laid down in

the Agreement.

The Party, which compliance with obligations laid down in the Agreement is prevented by force majeure, as soon as possible shall notify the other Party of the beginning and cessation of this period.

5.2 During implementation of the present Cooperation Agreement each of the Parties shall act in accordance with the laws and regulations in force in their country.

5.3 Disputes and conflicts arising due to the present Agreement, the Parties shall resolve via direct negotiations.

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