UKRAINISCHE FREIE UNIVERSITÄT

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made effective as of 04.02.2026

BETWEEN

Ukrainian Free University: Barellistr. 9A, Munich 80638, Germany

AND

Vinnytsia Mykhailo Kotsyubynsky State Pedagogical University, located at the address: Ostrozkogo Street, 32, Vinnytsia 21001, Ukraine (hereinafter referred to as **"VSPU");**

Ukrainian Free University and VSPU are collectively referred to as the "Parties", and each, a "Party." Both parties are desirous of establishing mutual cooperation and have agreed as follows:

1. **Areas of cooperation**

The cooperation within the framework of this MOU is subject to availability of funds and adhering to applicable laws, rules and regulations of the respective Parties, the Parties shall cover the following activities and programs which inter alia include:

a) Student mobility and visiting scholar programs;
b) Academic programs collaborations;
c) Joint publication and research activities;
d) Exchange of academic materials and other information;
e) Scholarly activities such as courses, seminars, trainings, conferences, and symposiums organized by either of the Parties;
f) Other activities and programs as may be mutually agreed upon by the Parties.

2. **Term of Partnership**

a) The term for partnership between the Parties shall be five (5) years from the date of this MOU, during which time the Parties may, through friendly discussion, choose the appropriate partnership model and enter into definitive agreements.

b) If either party wants to terminate this MOU, a written notice shall be given to the other party six (6) months before the termination of the MOU. If notice of termination has been given under this clause, the parties will agree in writing a mechanism ensuring that the ongoing activities, course or programmes are completed.

c) If either Party intends to extend the term, such Party shall send a written notice to the other Party expressing its intent for extension six (6) months before the termination of the MOU and such renewal shall be prepared in writing and signed by both parties hereto.

3. **Exclusiveness**

Both parties understand that this MOU is not exclusive and each party is permitted to enter into such agreements as it deems fit with other universities and institutions.

4. Protection of Intellectual Property Rights

a) The protection of intellectual property rights shall be enforced in conformity with the applicable laws.

b) The use of the name, logo and/or official emblem of **Ukrainian Free University** or **VSPU**, as the case may be, on any publication, document and/or paper is prohibited without the prior written approval of the respective Party, which may be subject to conditions.

c) The intellectual property rights in respect of any products and services development, developed:

i. jointly by the Parties, or through the joint activity effort of both the Parties, shall be deemed jointly owned unless otherwise agreed by the Parties in writing;

ii. solely and separately by **Ukrainian Free University** or **VSPU**, or through the sole and separate effort of **Ukrainian Free University** or **VSPU**, as the case may be, shall be solely owned by the Party concerned; and

iii. rights in intellectual property developed by students in the course of exchanges, collaborative or research activities shall be dealt with in accordance with applicable rules and regulations of the Parties.

d) The Parties shall acknowledge one another in any form of writing, publication or presentation based on, or derived from, the collaboration between the Parties.

5. Confidentiality

The existence, the terms and conditions of this MOU, all drafts of agreements and other information exchanged and all negotiations between the Parties in connection therewith shall be confidential information and shall not be disclosed to any third party by either Party other than to its shareholders, directors, officers or advisors who have a need to know, and in each case only where such persons or entities are under appropriate nondisclosure obligations, unless the disclosure is required by law or regulatory authority or any stock exchange on which the shares of any party are listed. If any Party determines that it is required by law or regulatory authority or stock exchange to disclose information regarding this MOU or to file this MOU with any regulatory body, it shall, within a reasonable time before making any such disclosure or filing, consult with the other Party regarding such disclosure or filing and seek confidential treatment for such portions of the disclosure or filing as may be requested by the other Party.

6. Notices

Any communication under this MOU will be in writing in the English language and delivered by registered mail to the address or sent to the electronic mail address of the Parties as the case may be, shown below or to such other address or electronic mail address or facsimile number as either Party may have notified the sender and shall, unless otherwise provided herein, be deemed to be duly given or made when delivered to the recipient at such address or electronic mail address or facsimile number which is duly acknowledged.

Ukrainian Free University (UFU)

Attention	:	Mrs Larysa Didkovska
Address	:	Barellistr. 9A, Munich 80638 Germany
E-mail	:	sekretariat@ufu-muenchen.de

VSPU

Attention	:	Mrs Inna Ya. Zavalniuk
Address	:	Ostrozkogo Street, 32, Vinnytsia 21001, Ukraine
E-mail	:	info@vspu.edu.ua

7. Negotiation Costs

Each Party will respectively bear its own costs and expenses arising from its consideration of, and any negotiations relating to, this MOU and the cooperation programs contemplated by this MOU.

Each of the parties shall be responsible for the payment of the taxes, duties and/or any other contribution that, according to the applicable legislation, that may correspond to it.

8. Governing Law

For any dispute or claim arising out of or in connection with it or its subject matter or formation, both parties agree to refrain from unilateral action and to first consult and negotiate mutually acceptable decisions/resolutions. In the event that a resolution cannot be reached, the parties agree that any claim or dispute shall be governed by the laws of the courts where the breach occurred.

9. Indemnity

Both parties undertake to hold each other harmless for any judicial, administrative and / or extrajudicial claim that third parties may make due to the ownership of the knowledge, methodologies, software, tools and all other material that are delivered by both parties for the execution of this MOU.

10. Variations

The terms stipulated in this MOU shall not be amended, altered, changed or otherwise modified without the mutual consent of the Parties and such amendments, alterations, changes and modifications shall be made in writing and signed by the Parties hereto.

11. Anti-Corruption

Each party shall comply with all applicable bribery and anti-corruption legislation in force in their domestic jurisdictions and each agree to take reasonable steps to assist the other party to comply with the others legislative requirements that may apply to an international or cross-border agreements. Where any international legislation applies to this MOU concerning anti bribery, fraud or anti- corruption, each party will assist the other in ensuring compliance with said international legislation.

12. Data Protection

The Parties agree that any personal data shared under this MOU complies with any data protection laws in force in each party's domestic jurisdictions. Where there is any divergence between the data protection laws of the Parties respective countries during the term of this MOU, each Party will assist the other in ensuring minimum disruption to this MOU.

13. Prevailing Language

This MOU has been drawn up in the English language. Each party may prepare a translation into its own native language. However, in case of inconsistencies between the English text and any of its translation, the English text will prevail.

14. Binding

With the exception of Clauses 4 (Protection of Intellectual Property Rights) 5 (Confidentiality), 10 (Variations), 8 (Governing Law), 9 (Indemnity) 11 (Anti-Corruption), 12 (Data Protection), and 13 (Prevailing Language) of this MOU, this MOU is not intended to create any legally binding obligations on either Party but is intended to facilitate discussions regarding general areas of cooperation.

The parties hereto, through the duly authorized representatives, hereby agree to the provisions and terms of this MOU.

For and on behalf of
Ukrainian Free University

Signature
Name: Prof. Larysa Didkovska
Designation: Rector

For and on behalf of
Vinnytsia Mykhailo Kotsyubynsky State Pedagogical University

Signature
Name: Prof. Inna Sa. Zavalniuk
Designation: Acting Rector