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מכון טכנולוגי חולון
Holon Institute of Technology

MEMORANDUM OF UNDERSTANDING

FOR THE DEVELOPMENT OF ACADEMIC COOPERATION

Between
Holon Institute of Technology, Holon, Israel (Hereafter: "HIT")
And
National University "Zaporizhzhia Polytechnic", Zaporizhzhia, Ukraine (Hereafter: "NU "Zaporizhzhia Polytechnic ")

[Each of HIT and NU **"Zaporizhzhia Polytechnic "** shall be referred to as a **"Party"** and together as the **"Parties"**]

In furtherance of their mutual interests in the field of education and as a contribution to increased international cooperation, HIT and NU "Zaporizhzhia Polytechnic ", both academic institutions, are desirous to establish academic linkages and contacts through a formalised MOU.

A- PURPOSE

The aim of the Memorandum of Understanding shall be to set forth the basis for all specified and particularized joint activities of the Parties hereto, each of which shall be subject to the Parties' entering into a separate agreement, all – in order to achieve a broad balance in the respective contributions and benefits of the collaboration, and this shall be subject to periodic review by the Parties.

B- SCOPE OF THE AGREEMENT

1. The Parties hereto express their intention to:

   (i) cooperate in the exchange of information relating to their faculty activities in fields of mutual interests;

   (ii) promote joint faculty and scholar activities;

   (iii) encourage staff or students to spend some time in the respective host institution. The exchange of staff or students will be dependent upon the execution of a formal Staff or Student Exchange Agreement mutually agreed between the Parties in writing prior to commencement of this activity;

2. The coordinators from the institutions will prepare an annual joint report on activities in the areas of cooperation under this Memorandum of Understanding – upon request.

3. In the implementation of specific cooperative programs, a written agreement covering all relevant aspects including funding and the obligations to be undertaken by each party, as well as the various aspects of any possible outcome (e.g. intellectual property, patents, copyrights, commercialization of the outcome, etc.) will be negotiated, mutually agreed and formalised in writing, prior to the commencement of the program.

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C- INFORMATION SHARING & CONFIDENTIALITY

Each party undertakes to respect the confidentiality of the other party's confidential information. Each party is to treat all confidential information owned by the other party which is specifically designated as confidential information in writing as confidential, and shall not disclose or permit the same to be disclosed to a third party without the written authorisation of the owner of that confidential information. Each party may request the other parties to enter into a confidentiality deed prior to the disclosure of confidential information.

D- 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 and be subject to mutual prior written agreement. The ownership over any new Intellectual Property generated as a consequence of implementation of this Memorandum as aforesaid, will be negotiated on a case by case basis and be subject to mutual prior written agreement. Licences for the exploitation of Intellectual Property will be negotiated on a case by case basis.

E- TIMELINE

This Memorandum of Understanding will take effect from the date of its signing and shall be valid for a period of five years from that date unless sooner terminated, revoked or modified by mutual written agreement between the parties, and may be extended by mutual written agreement.

Either party may terminate the Memorandum of Understanding at any time during the term by the provision of three months written notice to the other party.

SIGNATURES

Prof. Sergiy Byelikov
Rector
"Zaporizhzhia Polytechnic"

Signed: 17/12/2019

E. Yakubov

Prof. Eduard Yakubov
President
HIT

Signed: __/__/20__

Юридичний відділ
НАЦІОНАЛЬНИЙ УНІВЕРСИТЕТ
"ЗАПОРІЗЬКА ПОЛІТЕХНІКА"
08.02.2021 р.

60-ЦР