MEMORANDUM OF UNDERSTANDING

Tallinn University of Technology (hereinafter referred to as "TalTech" or "party"), registry code 74000323, represented by Dean of School Engineering, professor Fjodor Sergejev acting under the letter of authorization

and

Frantsevich Institute for Problems of Materials Sciences National Academy of Sciences of Ukraine (hereinafter referred to as "IPM NASU"or "party"), registry code 05416930 represented by Director, professor Gennadii Bagliuk acting on the basis of the Charter

and

Donbas State Engineering Academy (hereinafter referred to as "DSEA"or "party"), registry code 02070789, represented by Vice-Rector for Scientific Work, professor Mykhailo Turchanin, acting under the letter of authorization

and

National University "Zaporizhzhia Polytechnic" (hereinafter referred to as "NU "ZP""or "party"), registry code 02070849, represented by Vice-Rector for Scientific Work, professor Vadim Shalomeev acting under the letter of authorization

together referred to in the text of this Memorandum as the "Parties", have entered into this Memorandum having regard to the mutual desire to cooperate to achieve common objectives and considering as follows:

1. PURPOSE AND GENERAL PRINCIPLES OF THE MEMORANDUM

1.1. The purpose of the Memorandum is to lay down the general principles for cooperation between the parties, as well as the basis for concluding Cooperation Agreements for the execution of specific works resulting from the cooperation.

1.2. The parties shall carry out cooperation based on the following principles:

1.2.1. the parties have the potential, the realization of which in cooperation is an essential prerequisite for the further development of the parties;

1.2.2. the parties initiate cooperation projects, the objectives, content, financing, implementation and application of the results of which shall be set out in the respective Cooperation Agreements, as addendums of the current Memorandum;

1.2.3. the parties shall plan their activities by taking into account the needs of the other party and shall regularly exchange information;

1.2.4. the parties shall inform their structural units, subsidiaries and affiliates of the content of the Memorandum and the information to be exchanged for the fulfilment of the Memorandum;

1.2.5. cooperation between the parties must not cause interruption of the studies of students involved in the cooperation.

2. AREAS OF COOPERATION

2.1. The parties cooperate primarily in the following areas:

2.1.1. research and development;
2.1.2. studies;
2.1.3. promoting of the start-up business;
2.1.4. popularising science and entrepreneurship;
2.1.5. public relations.

2.2. To support the cooperation in the areas on interest listed in 2.1 the parties agreed on following:

2.2.1. exchange information to ensure research, development, and learning process activities;
2.2.2. jointly develop academic, scientific research and other projects within areas of cooperation;
2.2.3. jointly arrange the meetings, symposiums, seminars, workshops, conferences, cooperation days and other events;
2.2.4. collect and systematize scientific information in the focus areas agreed with the partners;
2.2.5. publish of joint scientific works (articles and presentations);
2.2.6. to cooperate in developing and implementing joint study programs;
2.2.7. to cooperate in the field of lifelong learning;
2.2.8. to support the mobility of students, academic personnel and staff;
2.2.9. to identify the partner's interests and partnership in other areas of mutual interest.

3. MEMORANDUMS BETWEEN THE PARTIES

3.1. The parties shall conclude separate Cooperation Agreements the implementation of cooperation projects, which lay down the content and value of the work and the rights and obligations of the parties in accordance with the principles set out in the Memorandum.

3.2. The parties shall conclude contracts for the use of intellectual property created by the university in compliance with the procedure established by the university and the principles approved by the World Intellectual Property Organization (WIPO).

3.3. The Parties shall act within the framework of the current legislation to maintain the confidentiality of information and official secrets regarding data obtained during cooperation.

3.4. The Memorandum shall not affect the Parties' obligations under their contractual relations with other third parties

3.5. If necessary, the parties may involve third persons for the implementation of the Memorandums by entering into corresponding contracts with them.

3.6. The Parties, subject to prior approval, may consent to use the name, trademark, symbols, etc., each other exclusively when holding events to popularise the Parties.

3.7. The Memorandum does not impose any financial obligations on the Parties. The Parties consider the Memorandum as an agreement of intent, which does not lead to legal and financial obligations of each of the Parties.

4. OBLIGATIONS OF THE PARTIES

4.1. The university undertakes to:

4.1.1. conduct basic and applied research related to the partner's activities and provide expert advice in compliance with the Memorandums concluded with the partner, in particular, conduct research on the structure and determination of mechanical characteristics of materials;

4.1.2. promote studies at the university in the specialities related with the partner's activities and employment opportunities in the partner's company;

4.1.3. seek, in Memorandum with the partner, students eligible for internship or employment at the partner's company and take the internship performed by the students at the partner's company into account in their studies;

4.1.4. inform the partner about continuing education courses related to the partner's field of activity;

4.1.5. inform, if possible, third persons of the cooperation between the parties as part of its daily operations.

4.2. The partner undertakes to:

4.2.1. submit annually to the university the recommended topics for course, diploma, bachelor's, master's and doctoral theses and, if possible, ensure co-supervision by the partner and submission of data required for preparation of a thesis as needed;

4.2.2. inform the university of the partner's training needs and employment opportunities at the partner's company;

4.2.3. provide, if necessary and possible, assistance in organizing the work placement of students and the internship of academic staff;

4.2.4. inform, if possible, third persons of the cooperation between the parties as part of its daily operations;

4.2.5. finance training and research and development projects in accordance with the Memorandums concluded.

5. CONTACT PERSONS

5.1. The TalTech contact person for general matters relating to the Memorandum is Tauno Otto tauno.otto@taltech.ee, Development Manager of the School of Engineering, phone +372 6203266;

5.2. The IPM NASU contact person for general matters relating to the Memorandum is: Mykola Danylenko, Senior Researcher, m.danylenko@ipms.kyiv.ua, phone +38 050 447 6921;

5.3. The DSEA contact person for general matters relating to the Memorandum is: Oleksandr Tarasov, Head of the Computer Information Technologies Department, alex.ddma@gmail.com, phone +38 050 472 6616;

5.4. The NU "ZP" contact person for general matters relating to the Memorandum is: Dmytro Pavlenko, Head of the Aviation Engine Technology Department, dvp1977dvp@gmail.com, phone +38 097 260 5750;

5.5. The parties shall inform each other of changes regarding contact persons and of additional contact persons if necessary.

5.6. Notices relating to the Memorandum shall be communicated to the addresses of the contact persons indicated in the Memorandum.

6. FINAL PROVISIONS

6.1. The Memorandum shall enter into force upon signature by the parties and shall be valid for five (5) years.

6.2. The Memorandum may be amended or supplemented by a written Cooperation Agreement between the parties, which shall form an integral part of the Memorandum.

6.3. The Memorandum may be terminated prematurely by mutual written Agreement of the parties.

6.4. The parties shall attempt to resolve any disputes by negotiations. In case of failure to reach an agreement. All legal relations arising in connection with the implementation of the Memorandum and not regulated by it are governed by the laws of the states of the Parties.

6.5. The amendments and additions may be made as additional parts of the Memorandum by agreement of the Parties.

6.6. The Memorandum has been drawn up in four (4) copies having equal legal effect, from which each party receives one copy.

DETAILS OF THE PARTIES

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(09.06.2025)

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НАЦІОНАЛЬНА АКАДЕМІЯ НАУК УКРАЇНИ
ІНСТИТУТ ПРОБЛЕМ МАТЕРІАЛОЗНАВСТВА ім. І.М. ФРАНЦЕВИЧА
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11.06.2025

МІНІСТЕРСТВО ОСВІТИ І НАУКИ УКРАЇНИ
ДЕРЖАВНА МАШИНОБУДІВНА АКАДЕМІЯ
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