
MEMORANDUM OF UNDERSTANDING

Between

National University of Food Technologies

and

St. Lawrence College

1.0. PARTIES TO THE MEMORANDUM

The Parties to this Memorandum of Understanding are the National University of Food Technologies whose address is 68, Volodymyrska St., 01601, Kyiv, Ukraine, and St. Lawrence College, located at 100 Portsmouth Avenue, Kingston, ON K7L 5A6, Canada.

2.0. OBJECTIVE

The Parties, subject to the terms of this Memorandum of Understanding, and the laws, rules, regulations and national policies from time to time in force in each institutions country and/or province, will strengthen, promote and develop co-operation in education, training, research, development and innovation on the basis of equity and mutual benefit.

3.0. PRINCIPLES FOR CO-OPERATION

The principles of co-operation for this Memorandum of Understanding, and any specific agreements are as follows:

- The uniqueness of the postsecondary educational systems and educational approaches in each jurisdiction shall be respected.
- The co-operation shall result in enhancing the learning experiences of students and the enrichment of faculty.
- The co-operation shall advance the quality of career-oriented postsecondary education and training and/or applied research.

4.0. AREAS OF CO-OPERATION

National University of Food Technologies and St. Lawrence College will, subject to the laws, rules, regulations and national policies from time to time in force, governing the subject matter in their respective countries and/or province, take the necessary steps to encourage and promote co-operation in the following areas:

- Short term training including language training for students from both institutions;
- Professional development of faculty and administrative staff;
- Faculty, student and administrative exchanges;
- Partnerships in innovation and applied research, including potential for joint research;
- Distance education;
- Conducting "Guest lectures";
- Organization of practice for students of higher education;
- Participation in joint grants and projects;
- Joint "Round Tables";
- Conducting master classes;
- Informal education.

5.0. Further Collaboration

Where the two institutions agree to implement a specific collaborative activity set out in clause 4.0, the details of the activity, financial arrangements and obligations of each institution will be covered in a written agreement, which will set out the mutually agreed terms settled through consultation between the two institutions and signed by duly authorized signatory of each institution. Each institution agrees that the signed written agreement will then be attached as a separate Appendix, which may from time to time be attached to this MOU.

6.0. AFFIRMATION

In signing this MOU, the two partners jointly affirm that intellectual integrity; freedom of inquiry and exchange of ideas; and equal dignity of all persons must govern the actions of all members of the Universities.

7.0. INTELLECTUAL PROPERTY

The title to copyright and all such intellectual property rights (IPR) in respect of any materials supplied to or developed in the course of this MOU shall belong to the institution that produces them. Where any such material is improved or any new material is created for the purpose of implementing this MOU, except where such material embodies the IPR of the other institution, all the IPR of such new material shall belong to the institution which creates it.

Where such new material embodies the IPR of the other, each institution hereby grants a non-exclusive, royalty-free license, for the duration of this MOU to each other to use such IPR, provided that neither institution shall attempt to market, sell or otherwise commercialize any such materials.

8.0. DATA PROTECTION

SLC and NUFT acknowledge that the other is an educational institution, which is subject to the Freedom of Information and Protection of Privacy Act, RSO. 1990, c. F.31 (Ontario) or the Law "On Information", the Civil Code of Ukraine and other normative legal acts of Ukraine that regulate relations in the field of intellectual property respectively (in this clause referred to as "Data Protection laws"). Both Parties agree that they are Data Controllers for the information held by them. Both Parties warrant to the other that they shall comply strictly with the appropriate Data Protection laws.

On termination of this MOU, each party shall cease to process any confidential data belonging to the other Party and shall arrange for the prompt and safe return of all

confidential data to their respective owner, either NUFT or SLC, together with all copies of the data in its possession or control, including all copies with any agreed third party. In this clause 'confidential data' shall mean all information relating to each institution's students, faculty and staff, curriculum, and all other information relating to the design and implementation of a confidential nature or imparted by whatever nature by one party to the other during the currency of the MOU. All right, title and interest in and to the data shall vest solely with the respectful owner.

9.0. EFFECT OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding serves only as a record of the Parties' intentions and does not constitute or create, and is not intended to constitute or create obligations under domestic or international law and will not give rise to any legal process and will not be deemed to constitute or create any legally binding or enforceable obligations, express or implied.

10.0. ENTRY INTO EFFECT AND DURATION

This Memorandum of Understanding will come into effect on the date of signing and will remain in effect for a period of five (5) years. This Memorandum of Understanding may be extended for a further period as may be agreed in to writing by the Parties.

11.0. SETTLEMENT OF DISPUTES

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this Memorandum of Agreement shall be settled amicably through mutual consultation and/or negotiations between the Parties. The Parties acknowledge and covenant to one another that they shall not refer any such dispute to a court, tribunal or any other third party for adjudication.

12.0. AMENDMENT

This MOU may be amended in writing at any time, by mutual agreement of both Parties.

13.0. SUSPENSION AND TERMINATION

Each Party reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this Memorandum of Understanding.

Either Party may terminate this Memorandum of Understanding or one or more of any attached agreements or appendices by giving six months' notice to the other party. If this MOU or any or all of the attached agreements and appendices are terminated, any activities that may have commenced at either institution before the date of termination may be completed by special agreement between the two institutions.

11.0 INDEMNIFICATION

The Parties shall at all times indemnify and save harmless the other Parties, their directors, officers, employees, students, volunteers and agents (collectively referred to as the "Indemnified Party"), harmless from all losses, costs, expenses, liability, claims or damage which the indemnified party may suffer or incur resulting from claims relating to or pertaining to the acts or omissions by the other Parties, its servants, agents, volunteers or employees related to or arising out of their operations to which this MOU pertains, together with all legal expenses and costs, on a solicitor and client basis, incurred by the parties in defending any legal actions pertaining to the above.

OFFICERS RESPONSIBLE FOR MANAGING THE MEMORANDUM OF UNDERSTANDING

The representative of National University of Food Technologies, and the Vice President, International of St. Lawrence College will have responsibility for managing the implementation of the terms of this Memorandum of Understanding. This responsibility may be delegated to relevant members of staff in each organization.

SIGNED by
for and on behalf of
National University of Food Technologies
Name: Oleksandr SHEVCHENKO
Rector



Title

Date

in the presence of

Date:

10/23/2023

SIGNED by
for and on behalf of
St. Lawrence College
Name:

Shelley Aylesworth-Spink

Title Vice President, Student Success

Date: Dec 18, 2023

in the presence of

Date: