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MEMORANDUM OF UNDERSTANDING № 18-M

BETWEEN

**SAMARA STATE UNIVERSITY
OF SOCIAL SCIENCES AND EDUCATION**

AND

INSTITUTE OF TECHNOLOGY CARLOW

(ON : May, 24, 2019)

SAMARA STATE UNIVERSITY OF SOCIAL SCIENCES AND EDUCATION (hereinafter referred to as “**SSUSSE**”), an institution of higher learning licensed and accredited by the Ministry of Education and Science of the Russian Federation whose address is at 65/67, ul. M.Gorkiy, Samara, 443099, Russia and shall include its lawful representatives and permitted assigns; **AND INSTITUTE OF TECHNOLOGY CARLOW** (hereinafter referred to as “**ITC**”), an Institute of Technology established under the Institutes of Technology Act whose address is at Kilkenny Road, Carlow, Ireland and shall include its lawful representatives and permitted assigns; (hereinafter referred to singularly as “the Party” and collectively as “the Parties”),

WHEREAS

- A. **SSUSSE** is an established higher education institution which strives to enhance and strengthen its internationalization linkage and has taken various initiatives to compliment its educational excellence. **SSUSSE** has entered into various collaborative arrangements with other parties to enhance its academic and research activities.
- B. **ITC** is an established third level institution dedicated to excellence in undergraduate and postgraduate education and to creating long term international partnerships in a manner consistent with our stated strategic goals.
- C. The Parties are desirous of entering into this Memorandum of Understanding to declare their respective intentions and to establish a basis of co-operation and collaboration between the Parties upon the terms as contained herein.

HAVE REACHED AN UNDERSTANDING as follows:

ARTICLE I

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 Party’s country, will endeavour to strengthen, promote and develop particularly in academic and research co-operation between the Parties on the basis of equality and mutual benefit.

ARTICLE II

AREAS OF CO-OPERATION

- 1 Each Party will, subject to the laws, rules, regulations and national policies from to time to time in force, governing the subject matter in their respective countries, endeavour to take necessary steps to encourage and promote co-operation in the following areas:

- (a) An academic collaboration through.
 - (i) Visiting professor
 - (ii) External Academic Advisor
 - (iii) Student Exchange for
 - Industrial Attachment
 - Credit Transfer
 - Projects and dissertations
 - Cultural Exchange
 - (iv) Staff Exchange
 - Academic
 - Administration
 - Sabbatical, and
 - (b) A research collaboration through;
 - (i) Joint Research
 - (ii) Joint Collaboration
 - (iii) Split Program.
 - (c) Short-term advance training programs and any other areas of co-operation to be mutually agreed upon by the Parties.
2. For the purpose of implementing the co-operation in respect of any areas stated in paragraph 1 the parties will enter into a legally binding agreement subject to terms and conditions as mutually agreed upon by the Parties including clauses on “confidentiality”, “suspension”, “protection of intellectual property rights” and “settlement of dispute” as contained in Annexure A of this Memorandum of Understanding.

ARTICLE III

FINANCIAL ARRANGEMENTS

- 1 This Memorandum of Understanding will not give rise to any financial obligation by one Party to other
- 2. Each Party will bear its own cost and expenses in relation to this Memorandum of Understanding.

ARTICLE IV

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.

ARTICLE V

AGENCY

Nothing contained herein is to be construed so as to constitute a joint venture partnership or formal business organization of any kind between the Parties or so to constitute either Party as the agent of the other

The Parties acknowledge that short term advance training programs from are being coordinated through the offices of Vector Ireland Marketing Consultancy (Unit 6, One Lower Leeson Street, Dublin 2) who will assist the parties in securing appropriate visas, sourcing accommodation and arranging transportation for their visit to Ireland.

ARTICLE VI

ENTRY INTO EFFECT AND DURATION

- 1 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.
2. This Memorandum of Understanding may be extended for a further period as may be agreed in writing by the Parties.

ARTICLE VII

NOTICES

Any communication under this Memorandum of Understanding will be in writing in the English language and delivered by registered mail to the address or sent to the electronic mail address or facsimile number of +7 (846) 269-59-72 for SSUSSE or +353- 59-9175201 for ITC 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:

To: Samara State University of Social Sciences and Education

65\67, ul. M.Gorkiy, Samara, 443099, Russia

Tel no: +7 (846) 207-44-00

Fax no: +7 (846) 269-59-72

Email address: rectorat@sgspu.ru

To: Institute of Technology Carlow

Kilkenny Road, Carlow. Ireland

Tel no : +353-59-9175205

Fax no : +353-59-9175201

mail address: info@itcarlow.ie

The foregoing record represents the understandings reached between the **SAMARA STATE UNIVERSITY OF SOCIAL SCIENCES AND EDUCATION** and the **INSTITUTE OF TECHNOLOGY CARLOW** upon the matters referred to therein.

IN WITNESS WHEREOF the Parties hereto have set their hands the day and year first above written.

SIGNED by

SIGNED by

for and on behalf of

for and on behalf of

**SAMARA STATE UNIVERSITY
OF SOCIAL SCIENCES AND
EDUCATION**

**INSTITUTE OF TECHNOLOGY
CARLOW**



[Signature]

Prof. Dr. Oleg D. Mochalov
Rector

[Signature]

Dr. Patricia Mulcahy
President

in the presence of

in the presence of

[Signature]

[Signature]

Valeria V. Bondareva

David Denieffe

Head of International Office

**Vice-President for Academic Affairs and
Registrar**

ANNEXURE A

PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 1 The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations of the Parties and with other international agreements signed by both Parties.
2. The use of the name, logo and/or official emblem of any of the Parties on any publication, document and/or paper is prohibited without the prior written approval of either Party
3. Notwithstanding anything in paragraph 1 above, the intellectual property rights in respect of any technological development, and any products and services development, carried out –
 - (i) jointly by the Parties or research results obtained through the joint activity effort of the Parties, shall be jointly owned by the Parties in accordance with the terms to be mutually agreed upon, and
 - (ii) solely and separately by the Party or the research results obtained through the sole and separate effort of the Party, shall be solely owned by the Party concerned.

CONFIDENTIALITY

- 1 Each Party shall undertake to observe the confidentiality and secrecy of documents, information and other data received from or supplied to, the other Party during the period of the implementation of this Memorandum of Agreement or any other agreements made pursuant to this Memorandum of Agreement.
2. For purposes of paragraph 1 above, such documents, information and data include any document, information and data which is disclosed by a Party (the Disclosing party) to the other Party (the Receiving party) prior to, or after, the execution of this Memorandum of Agreement, involving technical, business, marketing, policy, know-how, planning, project management and other documents, information, data and/or solutions in any form, including but not limited to any document, information or data which is designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving party or if orally given, is given in the circumstances of confidence.

3. Both Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this Memorandum of Agreement.

SUSPENSION

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 Agreement which suspension shall take effect immediately after notification has been given to the other Party through diplomatic channels.

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 through diplomatic channels, without reference to any third party or international tribunal.

IN WITNESS WHEREOF the Parties hereto have set their hands the day and year first above written.

SIGNED by

SIGNED by

For and on behalf of

For and on behalf of

**SAMARA STATE UNIVERSITY
OF SOCIAL SCIENCES AND
EDUCATION**

**INSTITUTE OF TECHNOLOGY
CARLOW**



Prof. Dr. Oleg D. Mochalov
Rector

Patricia Mulcahy

Dr. Patricia Mulcahy

President

in the presence of

In the presence of

Valeria V. Bondareva
Head of International Office



David Denieffe
**Vice-President for Academic Affairs
and Registrar**