

MEMORANDUM OF UNDERSTANDING

National University of Life and Environmental Sciences of Ukraine (hereinafter referred to as “NUBiP of Ukraine”), represented by Professor **Vadym Tkachuk**, Rector, acting pursuant to the Statute of the National University of Life and Environmental Sciences of Ukraine, on the one hand, and “**Ion Creanga**” **State Pedagogical University of Chisinau** (hereinafter referred to as “ICSPU of Chisinau”), represented by the Rector **Alexandra Barbaneagra**, acting pursuant to the Charter/Statutes, on the other hand (hereinafter collectively referred to as the “Parties” and individually as a “Party”), have acknowledged their mutual intention to develop and strengthen long-lasting bilateral cooperation in educational, scientific, and research activities. With this objective in mind, the Parties have agreed to conclude this Memorandum of Understanding (hereinafter referred to as the “MoU” or “Memorandum”).

This Memorandum establishes a general framework for cooperation between the Parties. Specific activities shall be subject to mutual agreement, availability of resources, applicable laws and regulations, and the internal rules and approval procedures of each Party.

1. PURPOSE AND OBJECTIVES

1.1. The purpose of this MoU shall be the establishment and development of long-lasting and mutually beneficial bilateral cooperation in areas of mutual interest, including, but not limited to:

- 1.1.1. Conducting and promoting joint research and scholarly projects;
- 1.1.2. Exploration and, where mutually agreed, development of educational programmes, including joint, double-degree, and collaborative degree programmes, subject to applicable accreditation requirements and separate written agreements;
- 1.1.3. Exchange and mobility of students, academic and administrative staff, researchers, and doctoral/postgraduate students at Bachelor, Master, and Doctoral levels;
- 1.1.4. Organization of joint scientific and educational activities, including seminars, workshops, conferences, and symposia;
- 1.1.5. Fostering of innovative activities and technology transfer initiatives;
- 1.1.6. Joint academic publications and dissemination of research outcomes;
- 1.1.7. Exploration of international funding opportunities for collaborative projects.

2. AREAS AND FIELDS OF COOPERATION

2.1. Both Parties shall work to explore and facilitate opportunities for joint research projects, with a focus on:

- 2.1.1. Sharing, where appropriate and duly authorized, of research resources, data, methodologies, and scientific expertise, subject to applicable confidentiality, intellectual property, data protection, biosafety, security, and institutional requirements;
- 2.1.2. Collaboration in identified fields of mutual academic interest;
- 2.1.3. Joint supervision of research projects and student theses;
- 2.1.4. Exchange of knowledge and best practices in research methodologies;
- 2.1.5. Development of joint research proposals for submission to national and international funding bodies.

2.2. The Parties shall actively support and promote the exchange of academic personnel and students through:

2.2.1. Student mobility: facilitation of student exchange programmes at all levels (Bachelor, Master, PhD), enabling students from each institution to undertake study periods, conduct research, and undertake internships or practical training at the partner university. Participation in any mobility activity shall be subject to nomination, admission or selection procedures, academic requirements, available capacity, and the internal regulations of the host institution. Nomination by the home institution shall not constitute a guarantee of admission by the host institution;

2.2.2. Staff mobility: organization of teaching missions, training exchanges, and professional development opportunities for academic and administrative staff;

2.2.3. Recognition of credits/qualifications, where applicable, in accordance with the European Credit Transfer and Accumulation System (ECTS), applicable legislation, approved Learning Agreements, and the academic and institutional regulations of each Party;

2.2.4. Provision of reasonable information and administrative support for prospective students and staff wishing to participate in exchange programmes, subject to available institutional resources and without creating financial obligations for the host institution.

2.2.5. Unless otherwise expressly agreed in writing, participating students and staff shall be responsible for their own travel, accommodation, visa and immigration requirements, health and travel insurance, living expenses, and other personal costs associated with mobility activities.

2.2.6. The host institution may require participants to comply with its academic, administrative, health and safety, security, insurance, and conduct requirements as a condition of participation.

2.3. The Parties shall explore and develop opportunities for:

2.3.1. Exploration and development of double degree programmes and joint qualifications, subject to separate written agreements, applicable accreditation requirements, and approval by the competent bodies of both Parties;

2.3.2. Joint courses and modules that may be taught by faculty from both institutions;

2.3.3. Collaborative curriculum development to ensure academic quality and international comparability;

2.3.4. Distance/blended learning initiatives to facilitate remote cooperation and student engagement;

2.3.5. Organization and bilateral participation in international conferences, workshops, seminars, summer schools, and scientific forums;

2.3.6. Joint publication initiatives, including co-authored journal articles, book chapters, and conference proceedings;

2.3.7. Webinar series and virtual seminars to engage broader academic communities;

2.3.8. Promotion of institutional visibility and academic excellence through collaborative dissemination activities.

2.4. The Parties shall explore opportunities for digital cooperation, including joint online courses, shared digital learning resources, and collaboration on e-learning platform development.

2.5. Nothing in this Memorandum shall grant either Party or its staff or students an automatic right of access to the premises, laboratories, equipment, information systems, databases, collections, confidential information, or other resources of the other Party. Any such access shall require prior

authorization and shall be subject to the rules and procedures of the host institution.

3. PRINCIPLES OF COOPERATION

- 3.1. Mutual benefit and reciprocity: cooperation shall be conducted in a spirit of mutual benefit and reciprocity, taking into account the capacities, resources, priorities, and applicable regulations of each Party.
- 3.2. Respect and equality: the Parties shall respect each other's institutional autonomy, values, and legal frameworks.
- 3.3. Transparency and honesty: all Parties shall communicate openly and maintain transparent dealings.
- 3.4. Sustainability: cooperation shall be designed for long-term continuity and growth.
- 3.5. Compliance: all activities shall be carried out in accordance with applicable laws and regulations and the internal rules, policies, and approval procedures of each Party.
- 3.6. Quality assurance: the Parties commit to maintaining high standards of academic quality and integrity in all collaborative endeavors.
- 3.7. Non-exclusivity: this Memorandum is non-exclusive and shall not restrict either Party from entering into similar or other cooperation arrangements with third parties.
- 3.8. All activities undertaken pursuant to this Memorandum shall comply with applicable requirements concerning research ethics, academic integrity, export controls, sanctions, biosafety, biosecurity, information security, and other relevant regulatory requirements.

4. DESIGNATED REPRESENTATIVES AND CONTACTS

- 4.1. Each Party shall appoint designated contact persons to oversee the implementation of this Memorandum and facilitate effective communication and coordination.
- 4.2. The Parties shall exchange complete contact information within thirty (30) days of signature and shall update this information whenever changes occur. Communication regarding this MoU shall generally be conducted in English or in another language mutually agreed by the Parties.
- 4.3. The designated representatives of both Parties may conduct an annual review of cooperation activities and assess progress toward the objectives outlined in this Memorandum.

5. FINANCIAL ARRANGEMENTS AND OBLIGATIONS

- 5.1. This Memorandum shall not, by itself, create any financial obligation, commitment to provide funding, obligation to transfer funds, waive tuition or other fees, provide scholarships, accommodation, equipment, personnel, or other resources by either Party. Any such commitment must be expressly provided for in a separate written agreement signed by duly authorized representatives of both Parties.
- 5.2. Should the Parties wish to undertake jointly funded projects, they shall conclude separate, specific agreements that will explicitly detail:
 - 5.2.1. The nature and scope of the project;
 - 5.2.2. Financial contributions from each Party;
 - 5.2.3. Budget allocation and management procedures;
 - 5.2.4. Timeline and deliverables;

5.2.5. Funding sources (e.g. research funds, institutional budgets, third-party grants).

5.3. Unless otherwise expressly agreed in writing, each Party shall bear its own costs and expenses arising from or related to activities under this Memorandum. Neither Party shall incur any expenditure or financial liability on behalf of the other Party without the latter's prior written authorization.

5.4. Both Parties confirm their commitment to anti-corruption principles and ethical conduct in all financial dealings arising from activities under this Memorandum.

6. SEPARATE IMPLEMENTING AGREEMENTS

6.1. This Memorandum shall serve as the foundational framework for more detailed and specific implementing agreements between the Parties.

6.2. Any specific student exchange programme, jointly funded project, joint or double-degree programme, research project involving the transfer of funds, data, materials or intellectual property, or other activity requiring binding commitments shall be governed by a separate written agreement. Each such agreement shall be mutually agreed upon, clearly documented, and signed by duly authorized representatives of both Parties. Such separate agreements may include, but are not limited to:

6.2.1. Joint Research Agreements specifying terms of research collaboration;

6.2.2. Student Exchange Agreements detailing admission criteria, credit recognition, duration of stay, and support arrangements;

6.2.3. Staff Mobility Agreements for teaching and training exchanges;

6.2.4. Joint Programme Agreements for double degrees or collaborative curricula.

6.3. In the event of any inconsistency between this Memorandum and a specific implementing agreement, the provisions of the specific implementing agreement shall prevail with respect to the activity governed by that agreement.

7. INTELLECTUAL PROPERTY, PUBLICATIONS, CONFIDENTIALITY AND DATA PROTECTION

7.1. Each Party shall retain all rights, title and interest in intellectual property owned, developed or acquired by it prior to or independently of any activity under this Memorandum ("Background Intellectual Property"). Nothing in this Memorandum shall be construed as transferring ownership of, or granting any licence to, such Background Intellectual Property. Ownership, protection, use and commercialization of intellectual property created jointly in the course of specific collaborative activities shall be determined in a separate written agreement prior to the commencement of the relevant activity.

7.2. Any publication or public disclosure arising from joint collaborative work shall appropriately acknowledge the contributions of the Parties and their respective authors. Where a proposed publication contains confidential information, potentially patentable results, or jointly generated intellectual property, the publishing Party shall provide the other Party with a reasonable opportunity to review the proposed publication prior to disclosure. Publication may be delayed for a reasonable period where necessary to protect intellectual property rights or remove confidential information.

7.3. Neither Party shall use research results, data, materials, confidential information, or intellectual property of the other Party except as expressly authorized in writing or provided for in a separate

implementing agreement.

7.4. Each Party shall process personal data in accordance with applicable data protection legislation, including the GDPR where applicable. Personal data shall be transferred between the Parties only where necessary for an agreed activity, on an appropriate legal basis, and subject to appropriate technical and organizational safeguards. Where required by applicable law, the Parties shall enter into a separate data sharing or data processing agreement.

7.5. Each Party shall protect confidential or proprietary information received from the other Party and clearly identified as confidential, and shall not disclose such information to any third party or use it for purposes other than those for which it was disclosed, except with the prior written consent of the disclosing Party or where disclosure is required by applicable law.

7.6. The confidentiality obligations shall not apply to information that is publicly available through no breach of this Memorandum, was lawfully known to the receiving Party before disclosure, is lawfully obtained from a third party without restriction, or is independently developed without use of the confidential information.

8. FINAL PROVISIONS

8.1. This Memorandum may be amended at any time by mutual written consent of the Parties. Either Party may terminate this Memorandum by giving the other Party at least three (3) months' prior written notice. Termination of this Memorandum shall not automatically terminate any separate implementing agreement already in force; such agreements shall continue in accordance with their own terms unless otherwise agreed by the Parties.

8.2. Addenda, appendices and specific implementing agreements related to particular projects or mobility programmes shall form an integral part of this Memorandum once signed by duly authorized representatives of both Parties.

8.3. This Memorandum enters into force on the date of its signature by both Parties and shall remain valid for **five (5) years**, unless terminated earlier in accordance with Article 8.1. It may be renewed for further periods by mutual written consent of the Parties.

8.4. Either Party may temporarily suspend the implementation of this Memorandum, in whole or in part, where circumstances beyond its reasonable control, including armed conflict, hostilities, martial law, natural disasters, epidemics, cyber incidents, governmental restrictions, sanctions, or other force majeure events, make implementation impossible, unsafe, unlawful, or materially impracticable. The affected Party shall notify the other Party as soon as reasonably practicable.

8.5. Either Party may immediately suspend any activity under this Memorandum where reasonably necessary to protect the health, safety or security of its students, staff or assets, or to ensure compliance with applicable laws, sanctions, regulatory requirements, or institutional policies.

8.6. Each Party shall perform activities under this Memorandum in accordance with the laws and regulations applicable to it. Any disputes arising from the interpretation or implementation of this Memorandum shall be resolved amicably through consultation and negotiation between the Parties.

8.7. Each Party shall remain responsible for the acts of its own staff and students and for its own debts and obligations. Nothing in this Memorandum shall be construed as creating a partnership, joint venture, employment, fiduciary or agency relationship between the Parties. Neither Party shall have authority to make representations, incur obligations, enter into commitments, or act on behalf of the other Party without its prior written authorization.

8.8. Neither Party shall use the name, acronym, logo, trademarks, or other identifying marks of the other Party in publicity, advertising, promotional materials, or public statements without prior written consent. Any such consent may be subject to conditions and may be withdrawn by the granting Party. Neutral factual references to the existence of this Memorandum shall be permitted.

8.9. This Memorandum is executed in English, which shall be the governing language for the interpretation of its terms. Translations into other languages may be made for convenience but shall not be legally binding.

8.10. Neither Party may assign or transfer its rights or responsibilities under this Memorandum to any third party without the prior written consent of the other Party.

8.11. Nothing in this Memorandum is intended to confer any rights or benefits on any third party.

8.12. This Memorandum establishes a framework of cooperation and does not oblige either Party to undertake any specific activity or incur any financial commitment. Binding obligations relating to any specific project, programme, mobility activity, financial commitment, transfer of intellectual property, data or materials, or other specific activity shall arise only under a separate written agreement duly executed by authorized representatives of both Parties.

8.13. This Memorandum may be executed in counterparts and by electronic signature or by exchange of scanned signed copies, each of which shall be deemed an original and all of which together shall constitute one instrument, to the extent permitted by applicable law.

9. LOCATION AND DETAILS OF THE PARTIES

9.1. NUBiP of Ukraine

National University of Life and Environmental
Sciences of Ukraine

Address: 15 Heroiv Oborony St.,
Kyiv, 03041, Ukraine

Tel. +38 044 527 82 42

Website: nubip.edu.ua

E-mail: rectorat@nubip.edu.ua

Rector,

Prof. Vadym TkACHUK

«__»

202__

9.2. ICSPU of Chisinau

“Ion Creanga” State Pedagogical University
of Chisinau

Address: 1 Ion Creangă St, Chişinău,
Republic of Moldova, MD-2069

Tel.: (+373) 22 35-84-15;

fax: (+373) 22 35-84-15

E-mail: <https://upsc.md/>

ICSPU Rector,

Associate Professor, PhD. A. Barbaneagra

«__»

202__