



MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITY OF ST MARK & ST JOHN

AND

**TERNOPIL VOLODYMYR HNATIUK NATIONAL
PEDAGOGICAL UNIVERSITY**

January, 2022

MEMORANDUM OF UNDERSTANDING

BETWEEN THE UNIVERSITY OF ST MARK & ST JOHN AND TERNOPIL VOLODYMYR HNATIUK NATIONAL PEDAGOGICAL UNIVERSITY (Also referred to as the '*Partner Organisation*')

THIS MEMORANDUM OF UNDERSTANDING (MoU) is made on 25th January 2022 between:

1. the **University of St Mark & St John**, trading name Plymouth Marjon University, whose registered address is Derriford Road Plymouth, Devon PL6 8BH (hereinafter referred to as the University)

and

2. the **Ternopil Volodymyr Hnatiuk National Pedagogical University (Ukraine)**, whose registered address is Kryvonosa str. 2, Ternopil, 46027, Ukraine

WHEREAS:

- (A) The University is a Higher Education Institution in the UK, established under Section 129 of the Education Reform Act 1988.
- (B) The Ternopil Volodymyr Hnatiuk National Pedagogical University (Ukraine), represented by the Rector Bogdan Bogdanovych Buyak, acting upon the Statute of the University.
- (C) The University and Ternopil Volodymyr Hnatiuk National Pedagogical University recognise each other's academic and organisational independence.

NOW IT IS HEREBY AGREED and DECLARED as follows:

1. Definitions and Interpretation

- 1.1 The following words and expressions shall, unless the context requires otherwise, have the meanings respectively ascribed to them in the body text of this MoU and in any Annexes that may accompany it:

"Authorisation" means the University's authorisation of study under clause 2.1.

"Academic Publication" means the publication of an abstract, article or paper in a journal or an electronic repository, or its presentation at a conference or seminar.

"Confidential Information" means information in any form and format which has been: designated confidential by any Party; relates to the business, affairs, properties, assets, trading practices, goods, services, developments, trade secrets, IPR, know-how, personnel, students, customers and suppliers, and commercially sensitive information of any Party; or personal and sensitive data within the meaning of the Data Protection Act 1998.

“Definitive Document” means, in respect of an Approved Programme, the document prepared by the University or by Ternopil Volodymyr Hnatiuk National Pedagogical University, or by the Parties jointly, which sets out details of the curriculum and of the teaching, learning and assessment processes for an Approved Programme.

“Exchange” means a reciprocal arrangement in which students and/or members of staff from each partner organisation have the opportunity to spend an agreed period of time at the other organisation.

“Exchange Period” means the period of time of which the Exchange Student / Staff Member spends at the Host Institution.

“Exchange Student” means a student enrolled in the Exchange agreement.

“Home Institution” means the institution at which the Exchange Student is registered as a full-time student and who sends the student to the Host Institution.

“Host Institution” means the receiving institution of the Exchange Student during the Exchange Period.

“Joint Research” means research which involves members of staff from each of the partner organisations.

“The Parties” means the parties of this MoU.

“Research Initiative” means a plan which builds and extends research capacity.

“Research Project” means activities which are concerned with research processes, which normally lead to research outputs.

“Research Results” means the results of the research which may be the outcome of the collaborative research or individually by each and any of the collaborators.

“Research Report” means the written report prepared and agreed by the Parties upon completion of the research project/activity.

“Senate” means the Senate of the University operated in accordance with the University’s Articles of Government.

“Student” means a student enrolled with the University to attend or pursue a Programme or modular component(s) of approved programmes and references to **“the Students”** are to all Students so enrolled.

“Study Abroad” means a defined programme of full-time academic study for the duration of a single academic semester for which the participating students will not receive any grades for credits towards their University award.

“Study Abroad Students” mean students on a programme / undertaking modules provided by the *Partner Organisation*.

“Virtual Mobility” means to enhance student experience and knowledge exchange via activities such as masterclasses and access to resources as agreed annually via the Annual Operational Agreement.

- 1.2 Any reference in this MoU to any statute or statutory provision shall be construed as including a reference to that statute or statutory provision as from time to time amended, modified, extended or re-enacted whether before or after the date of this MoU to all statutory instruments, orders and regulations for the time being made pursuant to it or deriving validity from it.
- 1.3 Unless the context or Clause 1.1 otherwise require words denoting the singular shall include the plural and vice versa and words denoting one gender shall import both genders.
- 1.4 A reference to a Clause or to a Schedule shall be to a clause of or schedule to this MoU.
- 1.5 The headings are inserted for convenience only and shall not affect the construction of this MoU.

2. The Activities covered by this Memorandum of Understanding

- 2.1 The sole purpose of the MoU is to establish an arrangement for exchange, research, and the co-operation of programmes for academic staff and students.
- 2.2 Subcontracting
The *Partner Organisation* shall not, under any circumstance, sub-contract the activities covered by this agreement.

3. Management and Administration

- 3.1 Arrangements shall be made for both institutions to ensure they maintain adequate contact, communication, and the exchange of information, as appropriate to inform their shared working.
- 3.2 Each institution will establish appropriate administrative and governance processes for the activity covered by this MoU. Responsibility for the day-to-day management of the activity will normally be vested with the nominated person, who will liaise with her/his counterpart at the partner organisation.
- 3.3 The designated officers will be Professor Ian Luke, Pro Vice Chancellor, Academic, University of St Mark & St John and Professor Halyna Falfushyns'ka, Vice-rector on Research and International Cooperation, Ternopil Volodymyr Hnatiuk National Pedagogical University.

4. Student Rights

- 4.1 During the student exchange experience, students will remain students of the University. They shall not enjoy the academic rights and privileges of the *Partner Organisation* but will be subject to the Rules, Regulations and rules of conduct prevailing in the *Partner Organisation*. The *Partner Organisation* will nevertheless endeavour to provide access to facilities for example teaching materials (on a reference basis) or wifi codes as appropriate. Entitlements of access to facilities and resources will be agreed in advance of the activity. (See Student Exchange Annex)

5. Operation, Quality Assurance and Enhancement

Responsibilities relating to Student Exchange:

- 5.1 Both parties agree to the following:
- send and receive exchange students to take undergraduate and postgraduate programmes as agreed;
 - provide appropriate facilities to support the student exchange experience;
 - provide information and support;
 - ensure that students are informed of their entitlements to facilities available at the University and Ternopil Volodymyr Hnatiuk National Pedagogical University;
 - maintain contact with the student whilst on the student exchange.
- 5.2 In respect of supporting the student learning opportunities whilst on 'exchange' the relevant partner will undertake to:
- teach the agreed curriculum;
 - provide learner support materials for student use;
 - set, mark and moderate coursework;
 - provide support to students.
- 5.3 The regulations relating to the academic award will sit with the awarding institution. The Home Institution will be responsible for ensuring that the Exchange Student is fully aware of the implications of the Exchange Programme to the calculation of the award classification.
- 5.4 Full responsibility for maintaining the academic standards of the awards rests with the awarding body.

Responsibilities relating to Collaborative Research Agreements:

- 5.5 The University will undertake to:
- Provide academic knowledge and expertise to assist in the development, implementation and evaluation of the research project;
 - Restrict access to the information shared under this MoU to the University's employees only (where sharing of information/ data gathered under a study protocol will be strictly controlled under the terms of that protocol);
 - Meet with Ternopil Volodymyr Hnatiuk National Pedagogical University colleagues periodically to identify opportunities for exchanges, co-operation, joint research and development in disciplines of mutual interest;
 - Assist in the development and editing of joint publications;

- Obtain relevant and appropriate ethical approval and ensure appropriate professional indemnity insurances are in place prior to any joint research works being undertaken at each partner or through the University as lead project coordinators.

5.6 Ternopil Volodymyr Hnatiuk National Pedagogical University will undertake to:

- Co-ordinate, collaborate and co-operate with the University in the exchange of scientific, academic and technical information produced from collaborative research projects undertaken by Ternopil Volodymyr Hnatiuk National Pedagogical University;
- Receive, review and respond, in a timely manner, to requests for records, data and reports from the University, in accordance with relevant policies on security of information and the Data Protection Act (1998);
- Meet with colleagues periodically to identify opportunities for exchanges, co-operation, joint research and development in disciplines of mutual interest;
- Provide opportunities for appropriate undergraduate and postgraduate student dissertation projects;
- Provide supervision in support of MPhil/PhD research students as appropriate, and agreed by the partners ;
- Develop joint publications;
- Obtain relevant and appropriate ethical approval and ensure appropriate professional indemnity insurances are in place prior to any joint research works being undertaken at or through Ternopil Volodymyr Hnatiuk National Pedagogical University as lead project coordinators.

Responsibilities relating to Staff Exchange:

5.7 Both parties agree to the following:

- Send and receive academic staff for lecturing, training and research activities as agreed;
- Provide appropriate facilities to support the staff exchange;
- Provide information and support;
- Develop co-operative programmes;
- Maintain contact with the member of academic staff whilst on the exchange.

6. Financial Arrangements

6.1 The financial arrangements associated with this agreement are set out in the relevant Annex.

7. Public Information about the Collaboration

7.1 Agreement must be obtained from the University and Ternopil Volodymyr Hnatiuk National Pedagogical University for use of names and/or logos in advertisements and any other published documents, prior to publication. The University and Ternopil Volodymyr Hnatiuk National Pedagogical University are both responsible for accuracy in marketing, publicity and other promotional material in any media with copies of all

such material available to both the University and Ternopil Volodymyr Hnatiuk National Pedagogical University. The University shall provide guidelines for accuracy (see Student Exchange Annex, Staff Exchange Annex and / or Collaborative Research Annex) and the host School will monitor compliance.

8. Intellectual Property

- 8.1 All intellectual property owned by the University shall remain at all times the exclusive property (as applicable) of the relevant institution / organisation and neither the University nor Ternopil Volodymyr Hnatiuk National Pedagogical University shall use any intellectual property for its own benefit save as expressly permitted by the owner(s) of the intellectual property.
- 8.2 All property is subject to Data Protection and Freedom of Information legislation.

9. Prevent Duty and Safeguarding

- 9.1 In line with the Government's Counter-Terrorism and Security Action 2015 due regard is given to the Prevent Duty. With both parties having responsibility for this.
- 9.2 The University will determine the safeguarding arrangements for any programme involving contact with children and/or vulnerable adults in line with current legislation.

10. Jurisdiction of Disagreements

- 10.1 In the first instance, the designated officers from the University and Ternopil Volodymyr Hnatiuk National Pedagogical University will seek to resolve any dispute relating to this MoU subject to English Law and the jurisdiction of the English Courts. In the event of this approach failing, it will be referred to the signatories of the MoU.
- 10.2 Any breach of the conditions of this Memorandum may invoke the termination of this MoU.

11. Right of Parties

- 11.1 Nothing in this MoU shall restrict the rights of either the University or Ternopil Volodymyr Hnatiuk National Pedagogical University to engage in similar activities with other organisations.

12. Miscellaneous Provisions

- 12.1 Neither Party shall be deemed to be in default under this MoU and neither Party shall be liable to the other to the extent that it is unable to perform all or any of its obligations under this MoU by reason of *force majeure*, which may include any fire, earthquake, flood, epidemic, accident, explosion, strike, lock-out, riot, civil disturbance, act of public enemy, terrorist attack, natural catastrophe, embargo, war

or act of God or any acts of restraints of governments or public authorities or judicial orders or the death, illness or incapacity of any employee or sub-contractor of the Party in question.

- 12.2 Neither Party shall assign, sub-contract or part with the benefit of this MoU without the prior written consent of the other.
- 12.3 Any notice or other document required to be given under this MoU or any communication between the Parties with respect to any of the provisions of this MoU shall be in writing and be deemed duly given if signed by or on behalf of a duly authorised officer of the Party giving the notice and if left at or sent by pre-paid registered or recorded delivery post or by acknowledged e-mail transmission. Any such notice or other communication shall be deemed to be given to and received by the addressee:
- 12.3.1 at the time the same is left at the address of or handed to a representative of the Party to be served;
 - 12.3.2 by post on the day not being a Sunday or public holiday two days following the date of posting;
 - 12.3.3 in the case of an e-mail transmission, on the next working day.
- 12.4 In proving the giving of a notice it shall be sufficient to prove that the notice was left or that the envelope containing the notice was properly addressed and posted or that the e-mail communication was addressed and despatched and despatch of the transmission was acknowledged.
- 12.5 If any provision of this MoU shall be prohibited by or adjudged by a court to be unlawful, void or unenforceable such provision shall to the extent required be severed from this MoU and rendered ineffective as far as possible without modifying the remaining provisions of this MoU and shall not in any way affect the validity or enforcement of this MoU.
- 12.6 This MoU contains the full and complete understanding between the Parties and supersedes all prior arrangements and understandings whether written or oral appertaining to the subject matter of this MoU and may not be varied except by an instrument in writing signed by the Parties.
- 12.7 No failure or delay on the part of any of the Parties relating to the exercise of any right, power, privilege or remedy provided under this MoU shall operate as a waiver of such right, power, privilege or remedy or as waiver of any preceding or succeeding breach by the other Party nor shall any single or partial exercise of any right, power, privilege or remedy preclude any other or further exercise of such or any other right, power, privilege or remedy provided in this MoU all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to a Party at law or in equity.
- 12.8 This MoU shall not be deemed to constitute a partnership or joint venture between the Parties.

13. Duration, Review, Termination and Breach

13.1 This MoU shall continue in force until terminated in accordance with Clause 12.2 or Clause 12.3.

13.2 The University and Ternopil Volodymyr Hnatiuk National Pedagogical University may terminate this MoU with immediate effect by notice to the partner organisation

- if the University or Ternopil Volodymyr Hnatiuk National Pedagogical University commit a material breach of any of the provisions of this MoU and in the case of a breach capable of remedy fails to remedy such breach within 30 days from the receipt of a notice by the University setting out the breach and requiring it to be remedied;
- if the University or Ternopil Volodymyr Hnatiuk National Pedagogical University is dissolved by an order of any authority which exercises a supervisory function in respect of the other partner in this MoU.

13.3 Unless Clause 13.2 comes into effect, neither party shall terminate this MoU before 24th January 2027.

13.4 The University and Ternopil Volodymyr Hnatiuk National Pedagogical University will review the MoU annually with a view to the continuation of the MoU for a subsequent period, subject to satisfactory quality and operation of the collaborative research partnership. Immediate review would be triggered in the event of:

- significant change of process or procedures by either the University or Ternopil Volodymyr Hnatiuk National Pedagogical University;
- change of the designated officers set out in 3.3 of this MoU.

13.5 The rights to terminate this MoU shall be without prejudice to any other right or remedy of either Party against the other in respect of any breach for which the MoU was terminated or any other breach.

IN WITNESS whereof the Parties have entered into and delivered this Memorandum of Understanding the day and year first above written.

Signed on behalf of the
University of St Mark & St John

Signature
Professor Ian Luke
PVC, Academic

Date 11th February 2022

Signed on behalf of
Ternopil Volodymyr Hnatiuk National
Pedagogical University

Signature
Professor Bogdan Buyak
Rector

Date