



**UNIVERSITY OF
PORTSMOUTH**



UNIVERSITY OF PORTSMOUTH HIGHER EDUCATION CORPORATION

and

TERNOPIL VOLODYMYR HNATIUK NATIONAL PEDAGOGICAL UNIVERSITY

MEMORANDUM OF UNDERSTANDING

Partnerships, Corporate Governance

This Memorandum of Understanding (“**Memorandum**”) is made:

BETWEEN

- (1) **UNIVERSITY OF PORTSMOUTH HIGHER EDUCATION CORPORATION** whose principal office is at University House, Winston Churchill Avenue, Portsmouth, PO1 2UP, United Kingdom (hereinafter referred to as “**Portsmouth**”); and
- (2) **TERNOPIL VOLODYMYR HNATIUK NATIONAL PEDAGOGICAL UNIVERSITY** whose principal office is at 2, Maksyma Kryvonosa St., 46027, Ternopil, Ukraine (hereinafter referred to as “**TNPU**”).

Portsmouth and TNPU may each, where relevant, be referred to together as the “**Parties**” and individually a “**Party**”.

BACKGROUND

The purpose of this Memorandum is to establish friendly relations, to agree to cooperate with each other and to identify areas of cooperation at either institution that could help foster and develop the relationship. The terms of cooperation for each activity under the Memorandum shall be mutually discussed and agreed upon in the future, should the need arise, and shall be subject to an appropriate and separate written agreement in conformity with institutional policies in place.

Whereby it is agreed as follows:

1. This Memorandum witnesses that the Parties wish to explore the possibility of collaborating together in various ways including:
 - 1.1 Exchange of information;
 - 1.2 Mutual visits by faculty members;
 - 1.3 Development of collaborative academic programmes;
 - 1.4 Exchange of students; promote study abroad programme and explore the possibility for the development of formal arrangements and agreements to enable the exchange of students;
 - 1.5 Development of joint research activities;
 - 1.6 Development of joint research funding applications on areas of mutual interest;
 - 1.7 Development and sharing of industrial, work and laboratory placement opportunities;
 - 1.8 Participation in seminars and conferences organised by the respective institutions; and
 - 1.9 Collaboration in sharing best practices across both institutions.
2. The terms of cooperation for each specific activity explored under this Memorandum shall be mutually discussed and agreed upon in writing by both Parties prior to the initiation of that activity. Such agreements will have full regard to issues of quality assurance and budgetary matters and may be subject to written legal contracts as may be agreed by the Parties.
3. Each Party will consider student applications from the other Party. Each student applicant must meet the minimum entry criteria for the course and all applications will be assessed on a case-by-case basis against each Party’s recognition of prior learning policy.
4. The Parties shall nominate the following individuals in order to liaise on the objectives set out in **clause 1** of this Memorandum:

The named contacts for Portsmouth are:

Main Contact: Marjorie Huet-Martin, Interim Head of School, School of Education, Languages and Linguistics, University of Portsmouth, Park Building, King Henry 1 Street, Portsmouth, PO1 2DZ, United Kingdom

Tel: +44 23 9284 6054 Email: marjorie.huet-martin@port.ac.uk

Copied for the attention of: Partnerships Manager, Corporate Governance, University of Portsmouth, Mercantile House, Corporate Governance, Hampshire Terrace, Portsmouth, PO1 2EG, United Kingdom

Tel: +44 (0) 23 9284 3196 Email: partnerships@port.ac.uk

The named contacts for TNPU are:

Main Contact: Oksana Yarema, PhD Associate Professor / Nadiya Hupka-Makohin, PhD Associate Professor, Ternopil Volodymyr Hnatiuk National Pedagogical University, 2, Maksyma Kryvonosa St., 46027, Ternopil, Ukraine

Tel: +447878443780
+380979216121 Oksana Yarema
+380974362462 Nadiya Hupka-Makohin

Email: oksana.yarema.05@gmail.com
tnpu.ukraine@gmail.com

5. This Memorandum, including any Schedules and Annexes attached hereto, shall commence from 27 March 2024 (the "**Commencement Date**"), and continue until 31 July 2027 (the "**Expiry Date**"), unless terminated in writing by either Party giving to the other Party not less than six (6) months' notice.
6. Unless otherwise agreed in advance by the Parties, on completion of the cooperation activities it is the intention that this Memorandum will either be replaced by formal Memorandum of Agreement, or the activity will cease.
7. This Memorandum may be extended beyond the Expiry Date subject to the mutual written agreement of the Parties and the arrangements for renewal will be discussed between the Parties prior to the Expiry Date of the Memorandum.
8. Upon expiry of this Memorandum each Party will deliver to the other all documents and all other materials (including, but not limited to, computer discs and other removable storage devices) made available to it in connection with this Memorandum.
9. This Memorandum may be revised through the mutual written agreement of both Parties.
10. This Memorandum may be executed in any number of counterparts, each of which when executed and delivered, will be an original, and all the counterparts together will constitute the same instrument.
11. With the exceptions of **clauses 8, 13 and 14**, which the Parties agree are intended to be legally binding, this Memorandum is not intended to be legally binding or will be construed as creating any legally enforceable rights or obligations between the Parties. The Parties acknowledge that any formal collaboration will require the express formal approval of the specific authorising bodies and the duly authorised officers of both institutions.
12. Nothing in this Memorandum is intended to, or will be deemed to, establish any partnership or joint venture between the Parties, constitute either Party as the agent of the other Party, nor authorise either of the Parties to make or enter into any commitments for or on behalf of the other Party. The Parties acknowledge that all or any financial arrangements must be negotiated and shall depend upon the availability of funds at the specific time.
13. The Parties agree to keep strictly confidential, other than to their advisers and as may be required by their respective regulatory bodies and statutes the terms of this Memorandum and all other confidential information (being related to the subject matter of this Memorandum).
14. The Parties acknowledge the merits of positive publicity but agree that neither Party should use the logo or any trademark of the other or make any media or public statement about the objectives set out in **clause 1** of this Memorandum unless that has been agreed in advance by the other Party.
15. This Memorandum has been written in English. If this Memorandum is translated into any other language, the English language version shall prevail.

16. The validity, construction and performance of this Memorandum shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties hereby submit.

Duly authorised by and on behalf of
University of Portsmouth Higher Education
Corporation

Signature:



Chris Chang

Deputy Vice-Chancellor
(Global Engagement and Student Life)

Date: 27 March 2024

Duly authorised by and on behalf of
Terapii Volodymyr Hnatiuk National Pedagogical
University

Signature:



Iryna Zadorozhna
Doctor of Science, Professor

Vice-Rector for Research and International
Cooperation

Date: 24 April 2024