



MEMORANDUM OF UNDERSTANDING

between

UNIVERSITY OF SOUTH WALES, UNITED KINGDOM

and

KHARKIV STATE ACADEMY OF PHYSICAL CULTURE

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made in November 2022

BETWEEN **University of South Wales (USW)** – a statutory higher education corporation established in Wales with charitable status. Its registered address is at Treforest, Pontypridd, CF37 1DL.

AND **Kharkiv State Academy of Physical Culture (the Partner)** - an institution of higher education in Ukraine, having its registered address at 61058, M Kharkiv, Vul. Klochkivska,99, Ukraine.

The USW and the Partner are referred to together in this MOU as “the **Parties**”.

BACKGROUND

- (A) The Parties wish to discuss, in confidence, the possibility of developing a strategic alliance between them in education, research and training.
- (B) To facilitate the discussions the Parties agree to enter into this MOU which sets out the terms of the discussion.

AGREEMENT

1. Status and Length of MOU

- 1.1. The terms of this MOU are not exhaustive and it is not intended to be legally binding.
- 1.2. Subject to Clause 7.2 this MOU shall be valid from 7 November 2022 (**Commencement Date**) for one year.

2. Statement of Intent

- 2.1. The Parties will hold discussions with a view to agreeing a framework for future collaboration. These discussions may include, inter alia:
 - 2.1.1. the identification of disciplines which may result in collaborative programmes between both Parties;
 - 2.1.2. the establishment of systems and procedures in order to support and administer the areas identified in 2.1;
 - 2.1.3. the management of quality assurance processes;
 - 2.1.4. the collaboration in teaching, learning, research and knowledge transfer which are mutually beneficial to both Parties;
 - 2.1.5. staff development and training for the staff of both Parties;
 - 2.1.6. marketing and promotion activities.
- 2.2. Any further collaboration will be subject to entering a legally binding Institutional Agreement and/or Memorandum of Co-operation.

3. Changes to the framework for future collaboration due to covid-19

- 3.1. Due to the ongoing impact of Covid-19, it is possible that changes may be made to the framework for future collaboration. The parties shall agree to work together to minimise the impact of any such changes and to hold discussions as soon as reasonably possible if such changes are reasonably necessary or advised due to concerns of public health, health and safety and wellbeing, or in response to government guidelines.

4. Confidentiality

- 4.1. The Parties agree that they will not share any information or make any disclosures about the other Party that is not available in the public domain or would be accessible via a Freedom of Information Request.

5. Force Majeure

- 5.1. Neither party shall be liable for delay in performing, or failure to perform, any of its obligations under this MoU if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance exceeds six months, the party not affected may terminate this MoU and end negotiations by written notice to the affected party.

6. Language

- 6.1. Discussions between the Parties will be conducted in English.
- 6.2. If requested USW will use its reasonable efforts to provide a translation of the contents of this MOU but the Parties acknowledge that the English version of this MOU is the authoritative one.

7. Costs

- 7.1. Each Party is responsible for its own costs in connection with the Parties entering this MOU.
- 7.2. Any Party may end negotiations in relation to the subject matter of this MOU at any time without having to give reasons for doing so or incur any liability to the other Party.

8. No Legal Partnership

- 8.1. Nothing contained in this MOU, and no action taken by the Parties pursuant to this MOU, shall be deemed to constitute a relationship between the Parties institutions of partnership, joint venture, or (save as may be otherwise agreed) principal and agent.

9. Publicity

- 9.1. USW shall include details of the Partner's name and country of origin on its public website.

SIGNED on behalf of University of South Wales: Name:  Nicola Poole	SIGNED on behalf of Kharkiv State Academy of Physical Culture Name:  Viacheslav Mulyk
POSITION: Head of Quality and Academic Services	POSITION: Rector
DATE: 5 January 2023	DATE: 28.11.2022
PLACE OF SIGNING: Wales	PLACE OF SIGNING: Kharkiv

