

MEMORANDUM OF COOPERATION
Between
Fundacja Polska360
and
Higher Educational Institution "National Academy of Management"

Kyiv

06 July 2023

Fundacja Polska360 (ul. Zelna 39, 00-108 Warszawa, NIP 5252637886) represented by the Director Artur Kondrat, acting on the basis of, on the one hand, and

Higher Educational Institution "National Academy of Management" represented by Rector Sergii Ierokhin, acting on the basis of the charter on the other hand, hereinafter collectively referred to as the Parties, and each individually as a Party, have entered into this Memorandum of Cooperation (hereinafter referred to as the Memorandum) as follows:

1. General provisions

1.1. The subject of the Memorandum is the development of cooperation and collaboration between the Parties in the field of assistance to victims of the Russian-Ukrainian war.

2. Purpose and subject of the Memorandum

2.1. The purpose of the Memorandum is to ensure cooperation between Fundacja Polska360 with the Higher Educational Institution "National Academy of Management" in the implementation of modern educational technologies and modernization of the educational and methodological base of higher education through the use of existing capabilities of the parties.

2.2. The subject of the Memorandum is the perspective projects of the parties (as well as third parties that may be involved in cooperation under the agreement), including on the terms of co-financing or provision of paid services.

2.3. The subject matter of the Memorandum shall be implemented by the Parties through the declared areas of cooperation.

2.4. The list of areas is not exhaustive and may be supplemented by mutual agreement of the Parties.

3. Areas of cooperation between the Parties

3.1. In order to realize the purpose and subject matter of the Memorandum, the Parties determine the following areas of cooperation:

3.1.1. Fundacja Polska360 ensures, within the limits of its powers and the approved Policy of the Foundation, together with the National Academy of Management, the

participation of pedagogical staff in workshops, thematic scientific and methodological seminars, conferences, competitions, etc. within the framework of cooperation, including in Poland and other European countries.

3.1.2. Organization and implementation of joint events (seminars, conferences, competitions, etc.).

3.1.3. Involvement of educators in national and international projects, including grants.

3.1.4. Any other areas of cooperation agreed upon by the Parties.

4. Rights and obligations of the Parties

4.1 The Parties shall interact on the principles of equality, openness and good faith.

4.2. The Parties shall cooperate on the basis of this Memorandum and other agreements that may be concluded to fulfill the objectives of this Agreement.

4.3. The Parties shall independently determine and form the composition of their participants for participation in joint activities.

4.4. The Parties may propose promising areas of activity.

4.5. The Parties have agreed that the terms of the Memorandum are not confidential and may be disclosed to third parties if necessary.

4.6. The Parties undertake to ensure the safety of the documentary materials submitted by the other Party for familiarization, review and processing of the other Party, and to return them in their entirety and upon request.

4.7. All amendments and additions to the Memorandum shall be executed in writing and by agreement of the Parties.

5. Term of validity

5.1 This Memorandum shall come into force from the date of signing and shall remain in force until terminated.

6. Responsibility of the Parties

6.1. Neither Party shall bear any other obligations to the other Party other than those stipulated by this Memorandum.

6.2. The Parties undertake not to disclose confidential information that has become known in the course of joint activities.

7. Final provisions

7.1. The Parties consider the Memorandum to be a declaration of intent that does not result in legal or financial consequences or obligations for either of them.

7.2. The relations of the Parties arising from the Memorandum shall be solely those of independent Parties.

7.3. Each Party shall have the right to cooperate with a third party on any matters similar to those provided for in the Memorandum.

7.4. All disputes regarding the interpretation and application of the provisions of the Memorandum shall be resolved through negotiations and consultations between the Parties.

7.5. In the event of failure to fulfill the terms of the Memorandum, the Parties shall establish the reasons and, through coordination, establish joint work. If it is impossible to fulfill the Memorandum, either Party may initiate its termination.

7.6. In order to terminate the Memorandum, the interested Party shall declare its intention in writing no later than one month prior to the specified date. After this date, the Memorandum shall be deemed terminated.

7.7. The text of the Memorandum is drawn up in Ukrainian and signed in two copies, one for each of the Parties, and all texts shall have equal legal force.

7.8. All amendments and additions to the Memorandum shall be adopted only by agreement of the Parties by signing the relevant Annexes, which shall be an integral part of the Memorandum.

7.9. The Parties undertake to notify each other of any changes in the details that may affect the fulfillment of the obligations under the Memorandum.

7.10. In cases not provided for in the Memorandum, the parties shall be governed by the laws of Ukraine.

8. Signatures of the Parties

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