

N 236/2023

Memorandum of Understanding

between

National Technical University “Kharkiv Polytechnic Institute” (NTU “KhPI”)

and

Virginia Polytechnic Institute and State University (“Virginia Tech” or “VT”)

This Memorandum of Understanding (“MOU”) is entered into by and between National Technical University of Ukraine, a national autonomous state higher education institution of research type, and Virginia Polytechnic Institute and State University, a state agency and public educational institution of the Commonwealth of Virginia, U.S.A. Either party may be referred to as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, both Parties acknowledge the importance of establishing cultural, educational and scientific relations in order to further the aims of their respective institutions; and

WHEREAS, both Parties share a common interest and desire to cooperate in order to improve, strengthen and promote mutual collaboration in education, human science, arts, science, engineering and technology, generally, and

WHEREAS, it is in the best interest of each Party to obtain the assistance of the other Party in the pursuit of the common objectives and goals enumerated in this MOU; and

WHEREAS both parties recognize that there are no intentions or plans for Virginia Tech faculty, staff, and students to travel to Ukraine to carry out the areas of collaboration described below without explicit approval from Virginia Tech’s global travel oversight committee; and

WHEREAS, each of the Parties possess the facilities, equipment and personnel necessary to pursue the objectives and fulfill the requirements of this MOU; and

NOW, THEREFORE, VT and NTU KhPI hereby agree as follows:

I

Purpose: It is in the interest of NTU KhPI and VT to explore possible collaborations on curriculum development, teaching, research projects and exchanges of information, experiences, faculty and students in several areas of science, engineering and technology; establish effective academic links, cultural relations and cooperation; and establish effective academic links, cultural relations and cooperation.

II

1.Scope: Within the general framework as expressed in Article 1, the Parties agree to support cooperation and to take required measures, which will be formally developed by means of a separate legally binding agreement(s) or working program(s) signed by the Parties and:

- a. Examine ways for the Parties to benefit from each other's knowledge and experience by finding solutions to scientific problems of mutual interest;

- b. Explore possible collaborations on curriculum development, teaching, research projects and exchanges of information, faculty and graduate students in several areas of science, engineering and technology;
- c. Seek to improve understanding between their respective academic institutions and faculty and to establish mutually beneficial collaborations benefiting their students, scholars and faculty support research staff and graduate student exchange in the fields of common interest;
- d. Consider means for the effective exchange of books, publications and materials for education, training and research purposes;
- e. Encourage the organization of scientific meetings;
- f. Encourage joint research work and joint publications in the fields of common interest.

III

Funding: The Parties acknowledge that this MOU does not involve the transfer of monies between the Parties, unless expressly required herein.

IV

1. Term:

- a. This MOU shall come into effect upon the signature of both parties; the date of the last signature thereof taking precedence. This MOU will stay valid for five (5) years (“Term”), which shall commence on the Effective Date. The MOU does not automatically renew, and may be renewed only upon the express written consent of the Parties.
- b. The Parties agree that every two (2) years they will reassess their collaboration under this MOU and related legal agreements and working programs. The purpose of such periodic assessments is to consider overall effectiveness of and ways to enhance cooperation. When necessary, top level administrators of both Parties may make visits to the institutions to observe the operation and efficiency of this MOU and related agreements and working programs.

2. Termination: At any given time, either Party may, in its sole discretion, terminate this MOU with or without cause by giving the other Party at least ninety (90) days’ prior written notice.

V

1. Relationship of Parties: It is expressly understood and agreed that, in the performance of activities contemplated by this MOU, NTU KhPI and VT will at all times act as independent contractors with respect to each other, and not as an employee, agent, or faculty member of one another. Nothing contained in this MOU will be construed to create a joint venture, partnership, association, or other affiliation or like relationship between the Parties. In no event will the Parties be liable for the debts or obligations of one another.

2. This MOU is not intended to be a legally binding document. It is meant to describe the nature and to suggest the guidelines of the cooperation described above. Nothing therefore shall diminish the full autonomy of either institution, nor will any constraints be imposed by either upon the other in carrying out this MOU.

VI

3. Legal Notice: Any notice required to be given under this MOU by either Party will be in writing and sent to the other Party by either (a) hand delivery, (b) certified mail return receipt requested, or (c) via email with confirmed receipt of delivery, as follows:

If to VT:

Virginia Tech, 1750 Kraft Drive (0302), #2001, Blacksburg, VA 24061

With a copy to:

Virginia Tech, 902 Prices Fork Road, Suite 120, Blacksburg, Virginia 24060

If to NTU KhPI:

Andriy Marchenko, Prof., Vice-rector, NTU KhPI, 2, Kyrpychova str., 61002, Kharkiv, Ukraine nti@kpi.kharkov.ua

With a copy to:

Kateryna Tereshchenko, Deputy head of the legal Department, NTU KhPI 2, Kyrpychova str., 61002, Kharkiv, Ukraine jurotd@kpi.kharkov.ua

4. Liaisons: To facilitate communications between the Parties, each Party will designate an individual to serve as a primary contact and otherwise liaise with the other Party:

For Virginia Tech:

Joseph Mukuni, Ph.D. Collegiate Associate Professor, Career & Technical Education
School of Education

1750 Kraft Drive (0302), #2001, Blacksburg, VA 24061

Email: mjoseph7@vt.edu

Phone: (540) 231-0919

For NTU KhPI:

Olena Lapuzina, Ph.D.

Professor of the Department of Pedagogy and Psychology of Social Systems Management

2, Kyrpychova str, Kharkiv, 61002, Ukraine

Email: olena.lapuzina@khpi.edu.ua

Phone: +38-067-701-7785

VII

1. Compliance: VT and NTU KhPI agree to conduct all activities undertaken pursuant to this MOU in accordance with all applicable federal, state and local laws, regulations, and guidance.

2. Entire MOU; Modification: This MOU contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior MOUs, oral or written, and

all other communications between the Parties relating to such subject matter. This MOU may not be amended or modified except by mutual written agreement between the Parties.

3. Counterparts: This MOU may be executed in one or more counterparts, all of which together shall constitute only one MOU.

IN WITNESS WHEREOF, the Parties have executed this MOU and the Parties agree that this MOU represents their intention in relation to the activities described herein.

For Virginia Tech

For NTU KhPI





Cyril R. Clarke
Executive Vice President and Provost



Date: September 21, 2023

Date: October 11, 2023