

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter **Memorandum**) is between:

- 1. The University of Information Science and Technology "St. Paul the Apostle" Ohrid, Republic of Macedonia (hereinafter UIST) and
- 2. The University of Rijeka, Trg braće Mažuranića 10, Rijeka, (hereinafter UNIRI)

The two institutions shall be referred to collectively as the "Participating Institutions" in this Memorandum.

# I. PURPOSE

This Memorandum has been composed with the main aim of encouraging the cooperation, research and educational approaches of the Participating Institutions, within the framework of their reciprocal interests and the relations between the academic, teaching staff, researchers and students of bothParticipating Institutions, developing existing relations, enabling the joint use of research work results and transferring the experiences of the Participating Institutions in educational approaches and in joint scientific organizations, after approval by their responsible authorities.

## II. SCOPE OF COOPERATION

The Participating Institutions with this Memorandum shall set out the framework of cooperation on matters of mutual interest, through a broad range of strategies, which in the initial stages of this cooperation shall include:

- Academic / teaching staff, researchers visits and exchange;
- Student exchange;
- Joint projects on research, development and education;
- Scientific conferences, symposiums, seminars, workshops and other scientific events;
- Professional courses and training;
- Exchange of publications and other materials of common interests;
- Other areas of cooperation that the Participating Institutions may define together.

## III. COORDINATION AND IMPLEMENTATION

The Participating Institutions agree to develop collaborative programs in areas of mutual interest. Recognizing the importance of practical first steps based on a definition of shared institutional priorities for fundamental research and program development, the Participating Institutions agree to implement collaborative fundamental research through faculty and scholar exchanges initially in multidisciplinary areas.

The Participating Institutions commit themselves to transparently perform the activities and to discuss any issues related to the achieving of the objectives set out in this Memorandum.

The details and specifics for each of the aforementioned collaborations will be established through additional agreements between individual faculties/research centers from each of the Participating Institutions. These agreements will also take into consideration the financial framework for the specific cooperation and other details that might be considered important by the parties.



Hereby, the signing parties consent that any future agreement pertaining to here of discussed or other issues of shared interests shall be regulated either through appending the existing, or utilizing other legal instruments of stricter format.

## IV. INTELECTUAL PROPERTY

The Participating Institutions agree that all the publication, exploitation and protection of the subjects and results of research projects will be carried out by both, according to the specific procedures of each country. The publication of any common research will be performed with the consent of involved researchers from both institutions. The financial aspects for research and educational stages as well as travels will be agreed upon by both institutions.

No Participating Institution will use the trademarks, trade name, logos, trade dress, or other commercial property of any other Participating Institution without the express written approval of that Participating Institution.

### V. RESPONSIBLE ADMINISTRATIVE PERSONNEL

Each Party agrees to appoint a person for the professional coordination of the cooperation. The appointed person will, at the same time, act as a contact for the partner institution. The Participating Institutions may change designated operational unit by written notification to the other party.

#### VI. DISPUTES

The Participating Institutions shall use all reasonable efforts to settle amicably,through direct negotiations between them, any dispute, difference, controversy or claim arising under, out of or relating to this Memorandum and any subsequent amendments of this Memorandum, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims.

## VII. CONFIDENTIALITY

Where relevant confidential information is required to be exchanged between the Participating Institutions, such information will be treated in the strictest confidence and will not be disclosed to any third party other than as required by a relevant regulatory body or by law.

## VIII. DURATION AND TERMINATION

This Memorandum will become legally effective and enforceable as soon as it is signed by both Participating Institutions and it will be valid for a period of 5 years. The period of validity can be extended upon mutual written agreement of the sides.

Either Participating Institution will be entitled to terminate the Memorandum by giving six month prior written notice to the other. Activities in progress at the time of the termination of the Memorandum, will be permitted to conclude as planned unless otherwise agreed.

## IX. ADDITIONS AND/OR CHANGES

This Memorandumis written in English language. Any future translation will be substantially equivalent in establishing the mutual obligations of the parties.

Nothing in this Memorandum shall create binding obligations that may not be overridden by unilateral decisions reflecting financial or other circumstances confronting either of the



Participating Institutions. Any additions or changes to the present Memorandum must be mutually agreed upon in written by both Participating Institutions.

#### X. FINAL PROVISION

The undersigned agree with the content of this Memorandum and agree to consistently adhere to its content.

# Signatures of representatives from both Participating Institutions:

The University of Information Science and Technology "St. Paul the Apostle" Ohrid, Republic of Macedonia

Professor Ninoslav Marina, PhD,

Signature

Date: 22/09/2016

РЕПУБЛИКА МАК ДОННЛА
УНИБЕРСИТЕТ 2. ИНФОРМАТИЧКИ НАУКИ
И ТЕЖНОЛОГИИ
ТЕВЕТИ ЛИОСТОЛ ПЛВЛЕГ ОХРИД
Бр. 13-8514
22.9 2016 год.

The University of Rijeka

Professor Pero Lučin, M.D., PhD,

Rector

Signature

Date: 01/09/2016.

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