

## **Memorandum of Understanding**

This Memorandum of Understanding (the “MOU and or Agreement”), is by and between:

**Institute of Physical Chemistry of the Polish Academy of Sciences** (hereafter IPC-PAS), a Polish research institute, with offices at ul. Kasprzaka 44/52 , 01-224 Warsaw, Poland,

and

**Institute of Cell Biology National Academy of Sciences of Ukraine** (hereafter ICB-NAS), an Ukrainian research institute, with offices at Drahomanov Str. 14/16, 79005 Lviv, Ukraine,

each of which may be referred as “Party” and collectively as “Parties.”

### **RECITALS**

**WHEREAS**, The Institute of Physical Chemistry acting under the umbrella of the Polish Academy of Sciences Polish Academy of Sciences (hereafter referred to as IPC-PAS) is a leading research institution among the best scientific units in Poland, according to the Ministry of Science and Higher Education.

**WHEREAS**, The Institute of Cell Biology, National Academy of Sciences of Ukraine (hereafter referred to as ICB-NAS) is the leading institution in the fields of cell biology, microbiology, enzymology, genetics and biotechnology in Ukraine.

**CONVINCED** that cooperation and collaboration between the Parties would serve their common objectives and render their respective activities more effective and beneficial;

**THE PARTIES HAVE REACHED THE FOLLOWING UNDERSTANDING:**

### **ARTICLE 1: OBJECTIVE**

The purpose of this Agreement (or “MOU”) is to formalize a framework of cooperation and collaboration in supporting educational, scientific and professional activities, as well as project development among researchers of the ICB-NAS and IPC-PAS in the areas of physical chemistry, cell biology, microbiology, enzymology, genetics and biotechnology in Ukraine and Poland (hereafter “Projects”), and exchange visits of members of teaching and research staff within these areas.

The provisions of this document are not binding on the Parties and are to facilitate discussions and preparation of join projects in Ukraine and Poland related, but not limited to:

- a. Collaboration in research and educational projects related to physical chemistry of biological systems.
- b. Collaboration in the development of methods of detection and sensing of substances of biological and environmental importance.
- c. Collaboration in areas of mutual interest related to understanding of processes

occurring in biological cells, processes catalyzed by natural and artificial enzymes, and the structure thereof.

The Parties shall make their best efforts to advance in the structuring, development, design and execution of projects mutually agreed upon by the Parties. Cooperation shall be carried out, subject to availability of funds and the approval of each institution.

## **ARTICLE 2: AREAS OF COLLABORATION**

1. The form of cooperation specified in art. 1, based on strictly-observed criteria of equality and mutual interests, includes the following activities:
  - exchange visits of members of teaching and research staff of the units mentioned in art. 1. Visits are intended to promote seminars, courses, conferences, lectures, to carry out joint research projects, to discuss experiences in fields of common interest, and so forth;
  - circulation of publications and information on the specific fields of study and research included in this agreement and on any other subject of relevant interest;
  - student exchanges for periods of study and research and other educational activities;
2. The Parties' cooperation and collaboration in the above areas and on activities agreed between the Parties shall be subject to the respective internal objectives, functions, policies and procedures of each Party. The Parties recognise that the collaboration and implementation of the above activities are conditioned upon the provision of financing.
3. The Parties may enter into "*Definitive Agreement(s)*" for specific projects that will further specify the scope of activities and financial arrangements that will prevail over this MOU, the details of which shall be outlined in a separate agreement or project document.

## **ARTICLE 3: CONSULTATIONS AND EXCHANGE OF INFORMATION**

1. The Parties agree to hold quarterly meetings to review the planning, implementation, and outcomes of their cooperation activities as well as identify opportunities and follow-up activities for enhancing their collaboration.
2. The Parties recognise that effective collaboration depends upon open, comprehensive and regular communication and sharing of information at the institutional level subject to disclosure policies of each Party.

## **ARTICLE 4: ACKNOWLEDGEMENT AND USE OF INSTITUTIONAL EMBLEMS**

The Parties recognise that their involvement in joint cooperation activities needs to be publicised and agree that:

- a. There will be public acknowledgement of the role and contribution of each Party to cooperation projects in all public information documentation related to such cooperation; and
- b. The use of emblems of each Party in documentation related to cooperation will be in accord with the current policies of each Party concerning such usages.

## **ARTICLE 5: CONFIDENTIALITY**



Each Party shall keep in strict confidence all Confidential Information (as defined below) obtained from or disclosed by the disclosing Party pursuant to or in connection with this MOU and shall not disclose or permit its representatives or its personnel to disclose such information to any third party, unless such disclosure is mutually agreed upon in writing by the Parties.

The terms of the confidentiality of information between the Parties will be set out in an specific non-disclosure agreement negotiated by the Parties, which will serve as an Annex to this Agreement.

#### **ARTICLE 6: FRAUD AND CORRUPTION AND ENVIRONMENTALLY SAFE**

##### **PRACTICE**

1. No offer, gift, payment or consideration of benefit of any kind shall be, either directly or indirectly, accepted by the Parties or by their representative(s) as an inducement or reward for the award or execution of contracts financed through or under this Agreement.
2. The Parties shall, in the course of or in relation to this Agreement, make their best efforts in good faith to refrain from any act or omission that would be environmentally harmful, and at all times be in compliance with all environmental, health and safety laws of relevant jurisdictions and observe any applicable international environmental, health and safety conventions and agreements.

#### **ARTICLE 7: STATUS OF THE PARTIES**

1. Neither Party nor its personnel shall be considered as an official, agent, employee, representative or joint partner of the other Party. Neither Party shall enter into any contract or commitment on behalf of the other Party.
2. Each Party shall carry out its responsibilities and obligations under this MOU in accordance with its regulations and rules applicable to it, and, unless separately agreed upon in writing, bear its own costs with respect to the implementation of this MOU.

#### **ARTICLE 8: FOCAL POINTS FOR THE MANAGEMENT OF THE MOU:**

Each Party agrees to designate a focal point for the coordination of activities and tasks under this MoU as follows:

1. For IPC-PAS: Dr. Wojciech Nogala, Nanoelectrochemistry group leader  
[wnogala@ichf.edu.pl](mailto:wnogala@ichf.edu.pl), +48 22 343 3375,
2. For ICB-NAS: Dr. Nataliya Stasyuk, [stasuk\\_natalia@ukr.net](mailto:stasuk_natalia@ukr.net), Deputy Director for Science,  
+380978084622

#### **ARTICLE 9: TERM**

1. This MOU will come into effect upon the last date of signature of the Parties and shall continue for a period of three (3) years, unless otherwise terminated earlier by either party upon written notice to the other party (the "Term"). The Term can be extended as mutually agreed by the Parties.
2. Any amendment and/or modification of the Agreement will require written approval of the directors of each contracting institution and shall be appended hereto.
3. The Parties will disseminate the results of the collaboration via joint publications, seminar and meetings.

## **ARTICLE 10: MISCELLANEOUS**

1. Any matter for which no provision is made in this Agreement shall be determined in a manner mutually acceptable to the Parties, and, in this regard, each Party shall give sympathetic consideration to any proposal advanced by the other Party.
2. Any dispute arising from the interpretation or application of this MOU shall be settled amicably through consultation or negotiations between the Parties.
3. Nothing in this MOU shall in any way constitute or imply a waiver, renunciation, termination, or modification by any of the Parties of any of their privileges, immunities or exemptions granted by any applicable convention or under international law or any applicable law.



**IChF**

Institute of Physical Chemistry PAS

IN WITNESS WHEREOF, the duly authorised representative of each of the Parties affix their signatures below on the respective dates set forth below.

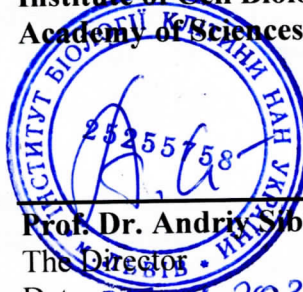
For  
**Institute of Physical Chemistry of the  
Polish Academy of Sciences**

DYREKTOR INSTYTUTU

*Dr hab. Adam Kubas, prof. Instytutu*

**Prof. Dr. Adam Kubas**  
The Director  
Date:

For  
**Institute of Cell Biology of the National  
Academy of Sciences of Ukraine**



**Prof. Dr. Andriy Sbirny**  
The Director

Date: *05.07.2024 p.*