



Palacký University
Olomouc

Memorandum of Understanding

between

PALACKÝ UNIVERSITY OLOMOUC

with registered office at Křížkovského 511/8, 779 00 Olomouc, Czech Republic

ID number: 61989592

represented by **prof. MUDr. Martin Procházka, Ph.D., Rector**

contact person: [REDACTED]

and

UNIVERSITY OF NORTHUMBRIA AT NEWCASTLE

whose principal office is at Sutherland Building, College Street, Newcastle upon Tyne, Tyne & Wear, NE1 8ST

represented by

contact person: [REDACTED]

Preamble

In accordance with the principles of mutual benefit and cooperation, Palacký University Olomouc, Czech Republic and University Of Northumbria At Newcastle agree to sign the following Memorandum of Understanding (MOU) to facilitate closer collaboration between the two parties, which will emphasise the development of joint educational and research projects. Both institutions will encourage direct contacts and cooperation between the members of their academic communities, faculties, departments, institutes and research centres subject to the provision of Article 1 of this Memorandum.

Article 1

1. Within the fields of study which may be mutually precisely designated in the written implementation agreements to this MOU concluded by both parties on one deed, Palacký University Olomouc, and the University Of Northumbria At Newcastle agree to the following general forms of cooperation:
 - a) Exchange of teachers and researchers;
 - b) Exchange of Bachelors, Masters and Doctoral degree programme students;
 - c) Exchange of administrative and professional staff;
 - d) Joint sponsorship of courses, study tours, conferences and seminars;
 - e) Joint research projects including projects eligible for governmental and other grants;
 - f) Exchange of information and academic resources that are of mutual interest.
2. Other areas of collaboration and related cooperative projects may be identified and developed in the future. Prior written implementation agreement to this MOU concluded by both parties



on one deed is required for the initiation of any project developed under the terms of this Memorandum.

Article 2

1. Both parties agree that all financial arrangements necessary for the implementation of this MOU must be negotiated separately in a written implementation agreement of the parties to this MOU concluded on one deed.
2. Collaborative activities between the two parties that are not covered by the scope of this MOU will be guided by separate written implementation agreements concluded on one deed between the two parties after detailed discussion and negotiation.
3. Whilst the Parties agree to act in good faith towards one another and in accordance with this MOU it is intended only as a statement of intent and is not intended to be legally binding or to create legal relations between the Parties (with the exception of these clauses: Art. 1, par. 2, Art. 2, par. 1, Art. 4, 5, 6, 7, 9, further Art. 11 par. 3, second sentence, par. 4, second sentence and par. 5 which shall have full legal effect and shall be binding between the Parties).
4. None of the Parties shall incur any liability to the other whatsoever, as a result of entry into this MOU or any action, task, obligation, omission or default under it.

Article 3

1. Although this MOU does not limit the disciplines or programmes that can take advantage of its terms, the parties recognize their common interests and strengths.
2. Activities authorized by this MOU may involve any discipline to the extent that individuals at one university are able to collaborate with persons with similar interests at the other university.
3. The contact persons of the parties identified in the header hereof are supposed to monitor the level of activity undertaken during the period of duration of this MOU in order to evaluate it in the sense of consideration of its possible future prolongation whereby the representatives authorized to sign this MOU are in charge of decision making with respect thereto.

Article 4

Both universities subscribe to the policy of equal employment opportunity and not discriminating any person on the basis of race, colour, religion, sex, sexual orientation, age, national origin, marital or veteran status, and physical or mental handicap. Palacký University Olomouc, and the University Of Northumbria At Newcastle University shall abide by these principles in the administration of this Memorandum and neither university shall impose criteria for the exchange of teachers, scholars or students which would violate the principles of non-discrimination.

Article 5

All documents and information relating to this MOU received by the Parties or by any other party associated with the MOU during or in connection with this MOU shall be held by the Parties in confidence and shall not be used except for the purposes for which they were made available and such documents and information shall not be disclosed to any other person without the prior written consent of the Party who provided the documents or information.

This restriction shall not apply to documents or information which:



1. Are already in the public domain;
2. Cannot reasonably be considered confidential; or
3. Are required to be disclosed by way of court order, by virtue of the UK law including Freedom of Information Act 2000, the Environmental Information Regulations 2004 or the Data Protection Act 2018 and further by virtue of the Czech law including the Act No. 106/1999 Coll., on Free Access to Information, as amended or the Act No. 123/1998, on Free Access to Environmental Information, as amended.

Article 6

Each Party's logo will be displayed on literature, signage, information as appropriate when promoting the Parties' working arrangements and jointly developed projects subject to appropriate prior written approval of the Party owning the logo

Article 7

No Party shall use the name of the other Party in any publicity, advertising or press release without the prior written approval from the other Party.

Announcements, advertisements, circulars and other publications relating to the MOU shall be circulated to the other Parties for prior approval in writing and such approval shall not be unreasonably withheld.

Article 8

Nothing in this MOU shall be construed to create a relationship between the Parties of agency, partnership, joint venture or other similar arrangement. No Party shall have the right or authority to act for, represent, or in any way obligate or make commitments on behalf of the other Party.

Article 9

1. This memorandum shall be governed by and construed in accordance with the law of the country where the registered office of a prospective defendant is located, with exclusion of the principles of the *Conflict of Laws*.
2. Any disputes arising out of this memorandum or in connection herewith shall be preferentially tackled through negotiations of the parties in an amicable way and resolved by an out of court settlement. Shall the parties fail to arrive at a peaceful resolution of such controversy they may file a lawsuit in a court whereby each party hereto irrevocably agrees, with exclusion of the principles of the *Conflict of Laws*, that the court whose jurisdiction will be determined according to the law of the country, where the prospective defendant has its registered office, will have the exclusive competence to decide any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this memorandum or its subject matter or formation.

Article 10

1. This memorandum is concluded on the day the authorized persons of the parties affixed their signatures hereto and enters into effect on the day of its publication in the Czech Register of Contracts in accordance with the Czech Act No. 340/2015 Coll., as amended.
2. The parties take note that they will not initiate provision of whatever performance hereunder prior to its effective date.



Article 11

1. This Memorandum shall be in effect for five (5) years from the date of its publication in the Czech Register of Contracts and may be renewed by written amendments hereto concluded on one deed.
2. This Memorandum may be terminated upon mutual written stipulation by both contracting parties to this Memorandum entered into on one deed.
3. Either party to this Memorandum may terminate this Memorandum by a six months prior written notice whereas the six months' notice time shall start from the date of the notice delivery to the other contracting party. Termination of this Memorandum shall not affect the rights of anybody who participated in the activities under this Memorandum prior to the date of effect of the termination hereof, especially cooperative projects, such as exchanges, and these activities launched before this date shall be accomplished.
4. This Memorandum may be modified at any time if done in writing, in the form of dated amendments numbered in the ascending order, and signed by authorized persons of both parties on one deed. The parties expressly exclude the possibility of change of the content hereof in other form than in writing.
5. Provided that the contact person of any of the parties hereto stated in the header hereof, or its contact details, change, the respective party is obliged to communicate such information to the other party in writing, without undue delay thereafter.

Article 12

This Memorandum is concluded in English language only. Unless the parties sign it in electronic form with their guaranteed electronic signatures, this Memorandum shall be signed by them in two original copies.

For Palacký University Olomouc:

Date: 21.2.2024

prof. MUDr. Martin Procházka, Ph.D.,

Rector

For University Of Northumbria At
Newcastle University:

Date: 30 January 2024