University of Technology, Jamaica

МГРИ | РОССИЙСКИЙ ГОСУДАРСТВЕННЫЙ ГЕОЛОГОРАЗВЕДОЧНЫЙ УНИВЕРСИТЕТ ИМЕНИ СЕРГО ОРДЖОНИКИДЗЕ

ФЕДЕРАЛЬНОЕ ГОСУДАРСТВЕННОЕ БЮДЖЕТНОЕ ОБРАЗОВАТЕЛЬНОЕ УЧРЕЖДЕНИЕ ВЫСШЕГО ОБРАЗОВАНИЯ

MEMORANDUM OF UNDERSTANDING

Between

UNIVERSITY OF TECHNOLOGY, JAMAICA

A University accredited by the University Council of Jamaica (UCJ) and constituted under the University of Technology, Jamaica Act, of 237 Old Hope Road, Kingston 6, in the parish of St. Andrew, Jamaica (hereinafter referred to as "UTech, Jamaica").

And

SERGO ORDZHONIKIDZE RUSSIAN STATE UNIVERSITY FOR GEOLOGICAL PROSPECTING

A University located in Russian Federation, Moscow, Mikluho-Maklaya Str.23, (hereinafter referred to as "Sergo Ordzhonikidze Geo University") represented by Rector Prof. Dr. Vadim A. Kosyanov

Each a "**Party**" and collectively, the "**Parties**"

1. SCOPE:

1.1. UTech, Jamaica and Sergo Ordzhonikidze Geo University are undertaking to explore opportunities for collaboration to their mutual benefit and the stakeholders whom they serve.

1.2. Subject to Clause 1.3, nothing in this Memorandum of Understanding (MOU) shall be construed as creating legal relations between the two parties and all negotiations between the parties regarding clauses 2 and 3 shall be subject to contract.

1.3. Clauses 4 to 6 inclusive are intended to be legally binding and to create obligations between the parties with immediate effect on the signing of this MOU.

2. COLLABORATIONS:

2.1 Both institutions are undertaking, subject to contract and Clause 2.2, to collaborate and cooperate on matters of mutual benefit, including, but not limited to:

(i) **Academic Programme Enrichment**: Exploration of activities aimed at enrichment of the academic programmes offered by both institutions in the areas of "applied geology," "geological exploration technology," and related areas of study.

(ii) **Research:** To explore joint research projects on topics of mutual interest, in particular research concerning "applied geology," "geological exploration technology," and related areas.

(iii) **Staff and/or students exchanges:** Both institutions see advantages to exploring exchanges of staff and students for academic enrichment and enhanced cultural awareness

2.2. The development of the collaborations referred to in Clause 2.1 and related financial obligations shall be guided by a Collaboration Committee comprising representatives from UTech, Jamaica and Sergo Ordzhonikidze Geo University, and will be:

(i) jointly prepared by both parties;

(ii) subject to detailed feasibility studies;

(iii) reviewed and approved by designated representatives from each party;

(iv) subject to availability of guaranteed support funding;

(v) in compliance with all relevant policies of each party.

2.3. During the term of this Memorandum of Understanding the parties will negotiate in good faith formal agreement (s) with each other in respect of activities derived from the areas of collaboration enumerated in Clause 2.1.

3. FINANCING ARRANGEMENTS:

3.1. It is understood and accepted by the parties that financing will be required to undertake specific activities and that reliance for such financing will be primarily from external sources.

3.2. Except where funding has been secured from external sources, funding for each initiative undertaken pursuant to this MOU shall be as agreed between the parties.

4. CONFIDENTIALITY:

4.1. Neither party shall intentionally disclose the other's confidential information to third parties other than to its employees, consultants, and subcontractors who need to have such information for the purposes of this MOU, and shall ensure that such recipients are bound by the same confidentiality obligations.

4.3 The Parties each undertake and agree to:

(a) only use, copy or otherwise replicate confidential information for the purposes envisaged under this MOU and not to use same for any other purpose whatsoever;

(b) ensure that only those officers and employees who are directly concerned with the carrying out of this MOU have access to the confidential information on a strictly applied "need to know" basis and are informed of the confidential nature of it;

(c) keep the confidential information private, and shall not directly or indirectly disclose, publish, transfer, disseminate, copy or permit to be disclosed same to any third party for any reason without the prior written consent of the Disclosing Party.

5. PUBLICITY:

5.1. Neither party shall make any public disclosures regarding this Memorandum or its subject matter without the prior written consent of the other, which shall not be unreasonably withheld.

6. DURATION:

6.1. This Memorandum of Understanding is initially valid for three (3) years from the date of signature by the President of UTech, Jamaica and the Rector of Sergo Ordzhonikidze Geo University, but may be extended by mutual consent of both parties.

6.2. This Memorandum of Understanding shall be terminated in either of the following situations:

(i) The completion of derivative formal agreements contemplated by this Memorandum of Understanding; and/or
(ii) Upon either party giving to the other thirty (30) days written notice.

7. **DISPUTE RESOLUTION:**

7.1 Any disputes concerning the interpretation and implementation of activities under this this MOU will be resolved through consultation between UTech, Jamaica and Sergo Ordzhonikidze Geo University and will not be referred to a court, tribunal, or any other third party for settlement without first having resort to the provisions herein.

7.2 In the event of a dispute that cannot be resolved through consultation between them, the parties agree to submit to mediation of the dispute.

8. **GENERAL:**

8.1 No change or amendment to this MOU is valid unless it is agreed to in writing by the duly authorized signatory of UTech, Jamaica and Sergo Ordzhonikidze Geo University.

8.2 No part of this MOU may be assigned by either of UTech, Jamaica or Sergo Ordzhonikidze Geo University without the written consent of the other.

8.3 This MOU constitutes the entire understanding between UTech, Jamaica and Sergo Ordzhonikidze Geo University.

9. **NOTICES:**

Any Notices hereunder shall be in writing and shall be by personal delivery, email, or by registered mail at the respective addresses of the parties set forth herein or such other address or addresses as may be designated by either party from time to time. Such notice shall be deemed to have been given upon receipt by the other party. The relevant contact persons are:

If to UTech:

Professor Stephen Vasciannie CD
President
University of Technology, Jamaica
237 Old Hope Road
Kingston 6
Jamaica, West Indies
Phone: (876) 927-2003
Email: svasciannie@utech.edu.jm

If to Sergo Ordzhonikidze Geo University:

Prof. Dr. Vadim A. Kosyanov

Rector

Sergo Ordzhonikidze Geo University

Russian Federation

Phone: +7(495) 433-62-55)

Email: rektor@mgri.ru

SIGNED for and on the behalf of **THE UNIVERSITY OF TECHNOLOGY, JAMAICA**:

_____

Professor Stephen Vasciannie, CD
President

February 4, 2020

_____

Date (MM/DD/YY

SIGNED for and on the behalf of **SERGO ORDZHONIKIDZE GEO UNIVERSITY**:

_____

Prof. Dr. Vadim A. Kosyanov
Rector

04.02.2020

_____

Date MM/DD/YY

WITNESS:

Signature: _____

Name: Barry Thomas

MEMORANDO DE INTENCIONES

La Universidad Estatal Rusa de Prospección Geológica (Sergo Ordzhonikidze Geo University), representada por el Rector Vadim A. Kosyanov, profesor, Doctor en ciencias técnicas

Y

La Universidad Tecnológica de La Habana, José Antonio Echeverría, Cujae, representada por su Rector, Dr. Modesto Ricardo Gómez Crespo,
declaran su intención de continuar su cooperación científica y de capacitación en el siguiente Memorándum

1. Propósito de este Memorándum / Objetivos

Articulo 1

El propósito de este Memorándum es intensificar la cooperación científica entre las Partes y mejorar la financiación de las siguientes actividades de colaboración en todos los campos de investigación a través de las siguientes herramientas:

a) Proyectos conjuntos de investigación;
b) Cooperación en proyectos internacionales;
c) Intercambio de información y publicaciones;
d) Movilidad del personal docente e investigador;
e) Movilidad de estudiantes de doctorado y aprendices;
f) Organización conjunta de eventos;
g) Realización de programas de doble diploma;
h) Programas de maestría mutua;
k) Investigación conjunta y desarrollo de programas educativos.

Se pueden establecer otras formas de cooperación cuando se acuerde por separado en cada caso específico.

2. Realización de la cooperación;

Artículo 2

Para llevar a cabo proyectos conjuntos, este Memorándum se complementará con adiciones, que cubrirán detalles de las actividades realizadas por ambas Partes y mencionadas en el Artículo 1.

Artículo 3

Ambas Partes designarán a un miembro de su personal permanente como representante del Memorando de Intenciones. Esta persona será responsable de todas las medidas que se tomen en virtud de este Memorándum, para la formulación e implementación del programa. El representante informará anualmente a los Jefes de ambas Partes sobre los logros y el progreso de la cooperación.

Artículo 4

Ambas Partes se esforzarán por asegurar el apoyo financiero para la implementación del programa y continuarán buscando financiamiento externo para apoyar los programas de cooperación.

Articulo 5

Cualquier actividad en el marco del Memorando debe ser aprobada por ambas Partes con anticipación para que las actividades sean exitosas.

3. Periodo de validez

Artículo 6

Este memorándum de intenciones es válido por 5 años. Una terminación antes de la fecha de vencimiento acordada puede ocurrir si cualquiera de las partes presenta un aviso por escrito a la otra parte al menos 6 (seis) meses antes del final de un año calendario.

Los jefes de ambas Partes deben discutir y determinar la renovación de este Memorando 6 (seis) meses antes de su fecha de terminación. La extensión del Memorándum se declarará por escrito por ambas Partes.

Artículo 7

Este Memorándum, después de haber recibido la aprobación formal de los organismos responsables, entra en vigor el día de su firma.

POR LA UNIVERSIDAD TECNOLOGICA DE LA HABANA JOSE ANTONIO ECHEVERRIA, CUJAE

Dr. Modesto Ricardo Gómez Crespo

Rector

February ___th,2020

POR LA UNIVERSIDAD ESTATAL RUSA PARA LA PROSPECCIÓN GEOLÓGICA SERGO ORDZHONIKIDZE

Dr. Vadim A. Kosyanov

Rector

February ____th,2020