



22165812

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding – hereinafter referred to as the "MOU" – is effective as of 01.09.2022 (hereinafter referred to as the "Effective Date") by and between

Luxembourg Institute of Health having its registered offices at 1A, rue Thomas Edison L-1445 Strassen (Luxembourg), Luxembourg, duly represented by Dr. Ulf Nehrbass, CEO and Marc Grabowski, CFAO, hereinafter referred to as "LIH"

and

Yuriy Fedkovych Chernivtsi National University, having its registered offices at Kotsyubynsky 2, 58012 Chernivtsi, Ukraine, represented by Prof. Roman Petryshyn, Rector, hereinafter designated as "CHNU",

LIH and CHNU hereinafter are sometimes individually referred to as a "Party" or collectively as the "Parties".

Recitals

Considering, the importance of promoting scientific and technological advancement in precision medicine through the cooperation between the LIH and CHNU in the field of cancer research; and

Considering, the opportunities that may stem from strengthening the links between both institutes;

Therefore, the Parties wish to work together to promote collaboration, in areas of interest to both Parties.

1. Objectives and proposed methods of collaboration

1.1 The Parties intend to work towards the following core objectives:

- internships of graduate students and scientific staff;
- organization or contribution to joint scientific meetings;
- exchange of materials and joint work on scientific publications;
- conducting collaborative research in the scientific units of both parties.

1.2 In pursuing the above objectives, the Parties intend to work together to explore the possibilities for cooperation in a range of areas, the specific areas to be agreed between the Parties and set forth in separate agreements.

1.3 Each Party shall appoint a representative (herein referred as the "Representative") to develop and manage the activities under this MoU and coordinate the specific objectives agreed upon between the Parties.

The Representatives appointed by the institutional Parties are:

For LIH: Dr. Petr Nazarov

For CHNU: Dr. Taras Lukashiv

If either of the Parties wishes to substitute its Representative that Party shall within a reasonable timeframe give written notice to the other Party of information regarding the replacing Representative.

1.4 The Parties shall maintain appropriate ethical standards and comply with the applicable laws and regulations of their respective countries in selecting and funding joint research projects pursuant to this MoU.

1.5 For all objectives that will take place under this MOU, the Parties confirm their intention to negotiate and sign an appropriate contractual framework, which will enable them to substantiate their common endeavors.

2. Financial Arrangements

Each Party will pay its own costs relating to the negotiation, preparation, execution and implementation of this MOU, any calls for proposals and any further agreements between the Parties, unless otherwise agreed between the Parties in writing.

3. Confidentiality, Data Protection, Intellectual Property Rights and Public Announcement

3.1 The Parties hereto understand that provisions for handling of confidential information and intellectual property rights will be separately agreed upon between the Parties in writing.

3.2 However, neither Party will make any press or other public announcement concerning any aspect of this MOU without the prior written consent of the other Party.

3.3 The Parties agrees that any information and/or any and all data that is provided, disclosed or otherwise made available between the Parties by the execution of the Agreement ("Shared Information"), shall not include personal data as defined by Article 4 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, ("Personal Data"). The General Data Protection Regulation and other local personal data protection legislation are hereinafter collectively referred to as the ("Data Protection Legislation"). Accordingly, each Party will ensure that all Personal Data contained in Shared Information will be treated in strict compliance with Data Protection Legislation. In consequence, under Data Protection Legislation, each person, whose Personal Data is collected during the execution of the Agreement, has an access/rectification/deletion right on its own Personal Data based upon

legitimate interest. Each concerned person can enforce these personal data rights by sending an email or postal mail to dpo@lih.lu (for LIH) and rector@chnu.edu.ua (for CHNU).

4. General conditions

4.1 This MoU will be initiated for a period of five years from the date of signing and may be extended by mutual agreement between the Parties in writing. Either Party may terminate this MoU by providing at least six months' written notice to the other Party. The MoU may be amended at any time by the consent of the Parties confirmed in writing.

4.2 The Parties agree to respect each other's rights to intellectual property and any confidential information designated as such at the time of disclosure.

4.3 The Parties agree that if they intend to disclose to each other any information of a confidential nature, the Parties will put a confidentiality agreement in place in advance of any such disclosure.

4.6 Any dispute arising out of or in connection with this MoU will be the subject of discussion between the Parties, with escalation to representatives at a senior level in appropriate cases. In the event that the Parties cannot resolve any particular dispute, and the Parties agree to terminate this MoU as a result, the Parties will discuss how to conclude any actions in progress where no specific procedure has been agreed.

4.7 This MoU is a non-binding expression of the current intentions of the Parties who intend to work together to agree on the terms of the specific agreements that will be required to achieve the core objectives. This MoU is not intended to be legally binding, nor to create, evidence or imply any contract, obligation to enter into a contract or obligation to negotiate. Termination of this MoU is not intended to impact on the specific agreements that may be entered into between the Parties pursuant to it.

This agreement takes effect on the date it is executed on behalf of both Parties.

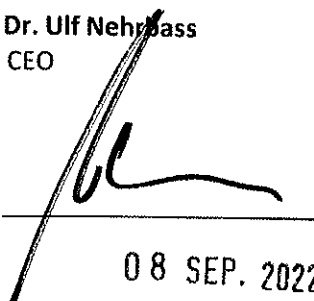
Signed in four (4) original copies (2 in English and 2 in Ukrainian)

In Luxembourg

The Luxembourg Institute of Health

Name: **Dr. Ulf Nehrbass**
Title: CEO

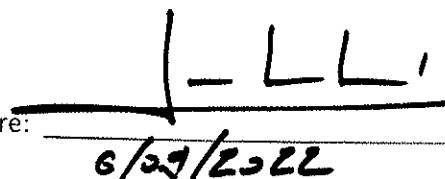
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08 SEP. 2022

Name: **Mr. Marc Grabowski**
Title: CFAO

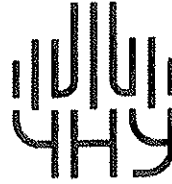
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6/29/2022



LUXEMBOURG
INSTITUTE
OF HEALTH



YURIY FEDKOVYCH
CHERNIVTSI
NATIONAL
UNIVERSITY


In Ukraine

Yuriy Fedkovych Chernivtsi National University

Name: **Prof. Roman Petryshyn**
Title: Rector

Signature:

Date:


26.08.2022

