



MEMORANDUM of UNDERSTANDING
between
UZBEKISTAN STATE UNIVERSITY OF WORLD LANGUAGES
and
THE UNIVERSITY OF POITIERS, FRANCE

The Uzbekistan State University of World Languages 21, street Kichik halqa yuli, Quartier G-9A, Uchtepa district, 100173 Tachkent, Uzbekistan, duly represented by its Rector Ilkhomjon Tukhtasinov, on the one side,

and

The University of Poitiers, 15 rue de l'Hôtel Dieu, TSA 71117, 86073 POITIERS Cedex 9, FRANCE, Registration number (SIRET) (headquarters): 19860856400375, duly represented by its Rector Virginie LAVAL, on the other side,

Hereinafter collectively, referred as the "**Parties**"

Recitals

WHEREAS both universities have acknowledged their teaching and research missions,

WHEREAS both universities have acknowledged the need to develop cultural, scientific and technical cooperation within the realm of teaching and research,

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE 1: Scope of Agreement

This MoU aims at advancing the collaboration in various joint common-interest projects between the Uzbekistan State University of World Languages and the University of Poitiers within the realm of teaching and/or research.

The parties intend to collaboratively pursue the following activities and goals:

- 1) Faculty and staff exchange in joint common-interest programs,
- 2) Student exchange in joint common-interest programs,
- 3) Collaborative research and development, teaching and expertise,
- 4) Academic material and publication exchange,
- 5) Cultural and intellectual activities for the benefit of faculty, staff and students at both universities;
- 6) Joint degree programs.

ARTICLE 2: Strategic principles

On January 16, 2016, the 17 Sustainable Development Goals of the sustainable development program for 2030 came into force. They had been adopted by world leaders in September 2015 during a landmark Summit of the United Nations. To meet these requirements, the three Sustainable Development Goals of the United Nations that the University of Poitiers and the Uzbekistan State University of World Languages are more particularly focusing on are the following:

- *Health, well-being*, (SDG 3, University of Poitiers)
- *Quality education*, (SDG 4, University of Poitiers)
- *Sustainable cities and communities* (SDG 11, University of Poitiers)

Those SDGs set out a path to meet the global challenges we will be facing by 2030. This is why the University of Poitiers and the Uzbekistan State University of World Languages are committed to support the implementation of research and training projects, and of student exchange taking into account those SDGs one way or another.

ARTICLE 3: Planning and Management of activities

The activities taking place under this MoU are implemented as follows:

a) Faculty and Staff exchange

Faculty and staff exchange from both institutions will take place for any of the following purposes:

- Joint research projects;
- Joint curriculum and course development;
- Participation in courses, capacity building in teaching, research and administration;
- Participation in seminars, conferences and other academic activities;
- Contribution to teaching programmes;
- Joint-supervision of theses,
- Study trip and joint consultancy work; or
- Best practice exchange between administrative and technical units.

b) Student exchange

Student exchange (i.e., undergraduate, graduate and PhD students) between the two institutions will take place for any of the following purposes:

- Participation in research projects;
- Study trips;
- Internships as part of their course of study.

After deliberation in the relevant fields of study, the completion of courses and validation of learning in one institution is recognized by the other in accordance with the credit transfer system both parties agree on.

c) Exchange of academic materials

Academic material exchange between members of the two universities, e.g., those relating to research, is encouraged.

ARTICLE 4: Implementation

Each Party will maintain regular contact with the other Party and the administrative and academic units of both universities are in charge of implementing the cooperation based on this MoU. Each distinct collaboration project or activity will be described in a separate Activity Agreement drawn up jointly and signed by authorized signatories of each party. Such agreements will set forth all terms and conditions associated with the activity (including intended outcomes, budget, and responsible departments) and will specify the name of the individuals (among staff and/or faculty) responsible for the coordination of the activity.

All activities shall be subject to the availability of funds and the approval of each institution's authorized representatives.

ARTICLE 5: Evaluation of partnership

The parties will exchange at least once a year to assess the past year and define the objectives (through amendments if necessary) of the coming year as well as the actions arising for the parties; they will specify the relevant interlocutors, their roles and responsibilities and will draw up workloads and planned resources for the parties.

ARTICLE 6: Student exchange

Each student participating in the exchange programme will pay tuition fees in their home institution prior to departure for the host institution.

ARTICLE 7: Differentiated tuition fees

Accordingly, any graduate student from the Uzbekistan State University of World Languages prior to their application to take part in a graduate training at the University of Poitiers will benefit from partial exemption of differentiated tuition fees. Those students will then pay the same tuition fees as nationals.

In the event of early termination of the said agreement by one of the parties, the effects of this article shall cease at the end of the current academic year.

ARTICLE 8: Funding

Each party will undertake to find the financial means to make this agreement feasible in practice.

Each party will also seek to solicit, whenever possible, logistical and practical support from all concerned organizations, specifically in matters of cooperation aid to develop mutually beneficial projects.

Each Party will provide assistances and/or the necessary letters of invitation or affiliation to facilitate the visa applications of Participating Researchers.

Each party shall be responsible for ensuring Participating Researchers have adequate medical coverage, applicable in the country of the host Party, for the duration of their visits.

ARTICLE 9: Duration

This MOU shall remain in force for five (5) years from the date of the last signature. Either party may request termination of this agreement, in writing, ninety (90) days prior to the proposed termination date. The other Party will have to acknowledge receipt. Any activities in progress at the time of termination shall be permitted to conclude as planned unless otherwise agreed in writing.

A joint evaluation of the MOU will be initiated by the designated representatives six (6) months prior to the expiration date. Following the evaluation, the MOU may be renewed and resigned for an additional five (5) year period.

ARTICLE 10: Amendments

The MoU may be amended as long as its essential features remain unaltered.

All amendments must be expressly accepted by the parties and sent to each party in writing. The other party must acknowledge receipt. The proposed amendment will be considered rejected if no answer is sent within ninety (90) days of the Read-receipt.

ARTICLE 11: Applicable rules

Staff and faculty participating in the programmes outlined in this agreement must comply with the laws of their host country and the rules of their host university.

ARTICLE 12: Data protection

Each party is committed to respecting the obligations relating to personal data processing in accordance with the regulations applying in their home country. Each party is responsible for the processing of personal data gathered within the framework of this MoU. As such, each determines the purposes and the means of the processing of personal data. The data processing within the framework of this MoU aims at allowing mobility and cooperation, projects between the parties. Specific agreements for each project provide for a list of the personal data collected and shared between parties.

For the purposes of protection of students' personal data, each party commits to only processing the data strictly necessary to the purposes set by this MoU. Those data are processed in a lawful, fair and transparent manner by each party. Each party commits to guaranteeing the confidentiality of the data processed and to not transferring them to third

parties (or to third countries) unless they have obtained the informed, free, specific and unequivocal consent of students and can provide evidence of consent.

It is up to each party to inform the persons concerned by the processing operations within the framework of this MoU.

Each party also commits to putting in place appropriate technical and organizational measures to guarantee the security of transmitted data to avoid their loss, alteration, destruction or to prevent non-access to information or even illegitimate access. The aim of these measures is to ward off any undesirable personal data processing. This implies that each party is responsible for ensuring that the recipients concerned by data processing, collecting, manipulating, storing or destroying remain are the sole authorized officials empowered to do so.

As for data life cycle, the collected data are kept by the parties as long as necessary to carry out the missions and reach the intended purpose, plus time for the remedies applied in each country. This means that for this MoU, the data is kept as long as necessary to meet the legal obligations of France and. At the expiration of the legal deadline, the data shall be destroyed.

In the case of a personal data breach, the parties commit to appealing to the competent national authority and to informing the students concerned (except as otherwise provided). The partner university will be informed of potential breaches as soon as possible and no later than two weeks after having knowledge of the incident.

At the university of Poitiers, in case of a data breach, the data policy officer can be summoned at the address dpo@univ-poitiers.fr. At the Uzbekistan State University of World Languages, the person in charge of data protections can be summoned at Fayzulla MIRZAYEV, responsible of the legal office, 21, street Kichik halqa yuli, Quartier G-9A, Uchtepa district, 100173 Tachkent, Uzbekistan.

ARTICLE 13: Intellectual property

Ownership and intellectual property rights generated as a result of the activities under this agreement shall be attributed to both universities and any academic publication related to the activity will only be possible with the prior approval of both. New patents will be registered in France; after consensual agreement they will also be registered abroad. The parties will draw up the list of countries at a later stage.

The parties undertake to communicate all technical or administrative documents necessary for the filing and obtaining of new patents. The costs generated by the filing of the patent and the annuities will be borne by both parties. In due course and if the desire to file a patent becomes apparent, an amendment to the application agreement will stipulate the obligations and commitments of the parties.

ARTICLE 14: Communication

The parties will consult each other for the promotion and communication of this partnership and of the related actions. The logos and acronyms will respect each parity's graphic styles. Their use must comply with the applicable ethics rules. The documents and communication medium with logos, acronyms and indications relating to the partnership must be communicated to the other party prior to their distribution for information and approval when relevant (respect of trademark rights and intellectual property).

ARTICLE 15: Force majeure

The party claiming force majeure, as defined in Art. 1218 of the French Civil Code, will notify the other party and prove it as soon as it becomes aware of it. This notification will be sent in writing with acknowledgement of receipt and will specify the nature, if need be the expected duration of the force majeure and its effects on the relations between the parties.

ARTICLE 16: Settlement of disputes

The parties shall settle any dispute on the interpretation of the agreement in accordance with the laws and regulations in force. The parties shall seek an amicable solution to resolve any dispute on the interpretation of this agreement or any disagreement on its performance. If no amicable solution is reached in case of dispute, the competent legal body of the country where the training takes place shall rule on the matter.

For any French national diploma, the French jurisdiction is competent and the French law is applicable. For any Uzbek national diploma, the Uzbek jurisdiction is competent and the Uzbek law is applicable. Intellectual property disputes must be submitted for final settlement to arbitration under the WIPO Arbitration Rules.

ARTICLE 17: Drafting of the agreement

The Uzbekistan State University of World Languages and the University of Poitiers expressly agree on the wording of this agreement. This agreement is written in English and French, the two versions being equally valid. The original copies of this agreement are four (4) (two for each party), and the agreement takes effect ON the date of the last signature.

Poitiers, [date] 9/03/2024

President of
the University of Poitiers,

Virginie LAVAL

Tachkent, [date]

Rector of
the Uzbekistan State University of
World Languages,



Ilkhomjon TUKHTASINOV