



MEMORANDUM OF UNDERSTANDING

between

Novosibirsk State Technical University (NSTU)

and

**Brno University of Technology
Central European Institute of Technology**

This document is a Memorandum of Understanding between

Novosibirsk State Technical University (NSTU)
20, Prospekt K. Marksa
Novosibirsk, 630073
Russia

which is represented by **Prof. Anatoly Bataev**, Rector of Novosibirsk State Technical University

and

Brno University of Technology
Central European Institute of Technology
Antonínská 1
602 00 Brno
Czech Republic

which is represented by **Prof. RNDr. Ing. Petr Štěpánek, CSc.**, Rector of the Brno University of Technology

Hereafter referred to individually as 'the Party' or collectively as 'the Parties'

WHEREAS

Novosibirsk State Technical University is one of the largest universities in Siberia. It was established in 1950 as Novosibirsk Electric Technical Institute (NETI); in 1992 it was renamed into Novosibirsk State Technical University (NSTU). The university offers about 95 programs of study in technical, economic, and humanitarian fields at the Bachelor's, Master's, Ph. D., and post-doctoral levels. Approximately 1500 faculty members and employees work at the university. Total number of enrolled students exceeds 14 thousand. NSTU is one of the leading universities in Russia; its innovation projects related to engineering education and innovative infrastructure are supported by the Ministry of Education and Science of Russia. In 2014 NSTU was awarded 5 Stars by QS Stars university ranking for innovation and 3 Stars for overall performance.

Brno University of Technology is one of the Czech's leading research and teaching institutions, which is divided into 8 faculties and 3 university institutes. One of them is the Central European Institute of Technology – CEITEC. CEITEC is a project focused on establishment of a European centre of excellence in the area of life sciences and advanced materials and technologies, jointly implemented by a consortium of partners, in which Brno University of Technology plays an important role, especially in the field of nanotechnologies, microtechnologies, advanced materials and cyber-physical systems.

The Parties have expressed their mutual desire to promote further strategic co-operation and, for that purpose, they agreed to conclude the present Memorandum of Understanding (MoU).

HAVE AGREED THE FOLLOWING

ARTICLE 1 – OBJECTIVES OF THE MEMORANDUM OF UNDERSTANDING

1.1 The main objective of this memorandum of Understanding (MoU) is to provide a general framework for promoting a strategic long-term collaboration between the two Parties in Science and Technology (S&T) areas of mutual interest.

1.2 The collaboration will, in particular, have the following objectives:

- a. To promote sharing of scientific information, tools and data
- b. To promote new joint initiatives, projects and experiments
- c. To set up mechanisms to promote, coordinate and report on collaboration.

1.3 In order to achieve the objectives of this MoU, the Parties may take the following actions:

- a. Initiate and maintain a dialogue on topics of common interest;
- b. Share scientific information in areas of common interest including experimental results, analytical methods, models, technology transfer, etc.;
- c. Share strategic information and good practices, e.g. information on emerging issues, future challenges and opportunities;
- d. Conducting joints seminars, workshops conferences and summer schools to exchange knowledge;
- e. Participate in the execution of on-going programs, projects and related activities of mutual interest to the Parties;
- f. Planning, formulation and implementation of joint projects (funded nationally, bilaterally RU-CZ, by other programmes of the European Commission and Russian government or by other grant and funding bodies);
- g. Support the training of scientists, engineers and technical experts i.a. through the exchange of personnel and in particular of post-docs and Ph.D. students;
- h. Promote the application of Marie Curie Sklodowska individual Fellowships between the Parties;
- i. Promote the exploration of the results of research projects jointly or individually owned by the Parties;
- j. Identify any other action that they deem appropriate to achieve the objectives of this MoU.

1.4 To further regulate the collaboration under this MoU, specific agreements may be concluded between NSTU and CEITEC-BUT. In the case of a joint project developed in the frame of such collaboration, the Parties shall conclude before its start a *Collaboration Agreement* including its work programme and the relevant financial and legal aspects, including the responsibilities of each Party and the IPR (Intellectual Property Right) aspects.

ARTICLE 2 – STEERING COMMITTEE

2.1 The Parties shall establish a Steering Committee to coordinate the joint research work. To this end, NSTU and CEITEC-BUT will each designate contact persons to serve as coordinators with responsibility for the respective planning. The coordinators will equally be free to nominate any other members to represent them or to attend the meetings. The meetings are prepared by the coordinators.

2.2 The tasks of the Steering Committee are to:

- Identify a set of priority S&T topics of mutual interest, in the frame of the S&T areas of mutual interest;
- Identify new areas of mutual interest;
- Discuss the development and implementation of projects and any other form of cooperation under this MoU;
- Identify obstacles and problems encountered in the framework of the MoU implementation and make recommendations regarding their resolution;
- Monitor activities gathering information on activity progress, analysing that progress, identifying issues, risks and constraints and defining appropriate responses to resolve issues or constraints or to realize opportunities.

2.3 The coordinators for NSTU shall be:

Name	E-mail	Phone number
Vadim Nekrasov, PhD	nekrasov@corp.nstu.ru	+7 383 346 03 01
Lazurenko Daria, PhD	pavlyukova@corp.nstu.ru	+7 923 245 52 43

2.4 The coordinator for CEITEC-BUT shall be:

Name	E-mail	Phone number
Jozef Kaiser, Prof.	jozef.kaiser@ceitec.vutbr.cz	+420 731 141 281
Ladislav Celko, Assoc. Prof.	ladislav.celko@ceitec.vutbr.cz	+420 608 902 624

2.5 The Parties shall communicate to each other in writing any changes with regard to the abovementioned coordinators.

ARTICLE 3 – FUNDS

3.1 All activities conducted pursuant to this MoU shall be subject to the availability of appropriated funds, personnel and other resources as well as to the applicable laws and regulations, policies and programmes of each Party.

3.2 Each Party shall bear the cost of any expenditure it incurs relating to the performance of this MoU.

3.3 This MoU does not establish legally binding obligations on the part of any of its signatories. The Parties are entering into this MoU with the express understanding that this MoU itself does not give rise to a claim for compensation for services against any of the respective governments or institutions.

ARTICLE 4 – CONFIDENTIALITY

4.1 With respect to all information concerning the activities of the Parties relating to this MoU (whether in oral, written or computerized form) disclosed in confidence to one Party by the other, the said party will not use any such information for any purpose other than the implementation of its activities under this MoU.

4.2 Each Party will keep and/or treat the information as confidential and not disclose it to any outside third entity without a prior written consent of the concerned Party.

4.3 Confidentiality of information exchanged in connection with this MoU shall be maintained for a period of 5 (five) years after the termination of the MoU.

ARTICLE 5 - ENTRY INTO FORCE AND DURATION

5.1 This MoU shall enter into force on the date of its signature by the last Party and is concluded for a period of 5 (five) years from said date. It may be extended or amended only by written agreement signed by the duly authorised representatives of both Parties. It shall be reviewed annually to ensure that it is fulfilling its purpose and to make any necessary revisions.

5.2 Either Party may terminate this MoU at any time upon 3 (three) month's prior written notice to the other Party giving justifies reasons for doing so. This shall inter alia be the case where research programmes and budget allocations are no longer compatible with the continuation of the working relationship, procedure and/or work programme. Activities in progress on the date of such written notice and the rights and obligations ensuing from them shall proceed to completion, unless the Parties otherwise agree in writing.

FINAL PROVISIONS

1. This Memorandum of Understanding will be made in two copies, one copy for each party.
2. The signing of this Memorandum implies that the signatories will strive to reach, to the best of their ability, the objectives stated in the Memorandum. The Memorandum is not legally binding to both partners.

27-03-2017

Brno,   Novosibirsk, 

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Brno University of Technology
Central European Institute of Technology
represented by
Prof. RNDr. Ing. Petr Štěpánek, CSc

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