

MEMORANDUM OF COLLABORATION

BETWEEN

ARMENIAN OPEN UNIVERSITY

AND

**UNIVERSITI PIM BANJA LUKA
BOSNIA AND HERZEGOVINA**

The two parties to this Memorandum of Agreement,

On the first hand,

Armenian Open University

A scientific, cultural and professional institution,

Located at 6 Abelyan St. – **Republic of Armenia**

Represented by its Rector: **Suren Harutyunyan**

Acting in his official capacity under the powers conferred on him,

And

On the other hand,

University PIM Banja Luka

Located at Despota Stefana Lazarevića St. Banja Luka, **Bosnia and Herzegovina**

Represented by its Rector: **prof. dr. Dragan Duranović**

Acting in his official capacity under the powers conferred on him,

Hereinafter referred to jointly as the “partner universities”,

Animated by a common desire to establish and foster a closer cooperation in the fields of higher education and research,

In view of the laws and regulations as regards cooperation between the governments of the Republic of Armenia and of Republic of Srpska, Bosnia and Herzegovina in the fields of higher education, scientific and technical research, and culture, also in view of the laws and regulations governing higher education and research at Armenian Open University in the Republic of Armenia and at University PIM, Banja Luka in the Bosnia and Herzegovina.

Have agreed as follows:

Article 1 – Collaborations

Complying with current laws and regulations in each of the institutions and their respective countries, Armenian Open University and University PIM agree to cooperate in the following areas:

1. Exchanges of lecturers and researchers,
2. Exchanges of students,
3. Exchanges of technical and administrative staff according to specific requirements,
4. The setting up of dual or joint teaching programmes,
5. The setting up of up joint research programmes,
6. Joint scientific supervision of research students (with the possible setting-up of dual or joint Masters and PhDs),
7. Facilitating access to scientific knowledge (exchanges of teaching material, documentation, academic programs, publications, etc.),
8. Joint organization and promotion of scientific conferences, workshops, and short-term projects (e.g. summer programmes, online seminars),
9. Participation in all forms of exchanges that are likely to enhance and support their institutions and staff, whether in the context of their internal operation or of relations with their economic, industrial, social or cultural environments.
10. Other forms of cooperation: new pedagogical tools, e-learning, help towards the setting-up of new research structures, etc.

Exchanges of staff or students must be beneficial to both universities and generally balanced.

Staff and students taking part in the exchange shall personally ensure that they obtain any visas or residence permits that are required and that they comply with current laws and regulations in the host university's country and, in particular, those relating to immigration and social security.

Article 2 – Scope of the agreement

The cooperation may relate to all the disciplines that are common to the two partner universities.

Each year, they shall develop and enhance benchmarking in academic programs and also exchange any non-confidential information and documentation that will enable them to achieve the proposed cooperation and, where appropriate, conduct the exchange programme, in the best possible manner.

Article 3 – Implementation agreements

The provisions relating to the activities specified in Articles 1 and 2 shall be laid down jointly and, depending on the components and/or disciplines in question, implementation agreements hereto shall be drawn up and annexed to the present Memorandum of Collaboration.

These agreements shall set forth the objectives, contents and staff required and the teaching, administrative and financial terms and conditions for implementing the areas of cooperation described in Articles 1 and 2. The said agreements shall also state the monitoring and assessment procedures and the frequency thereof.

The agreements may be updated on a regular basis as and when required. They shall be signed by the representatives of the two partner universities.

Article 4 – Exchange of information

None of the information acquired or exchanged in connection with the cooperation and, in particular, during the scientific stays, and the results of research conducted or techniques perfected jointly, shall be disclosed to third parties without the prior written consent of each of the partner universities (exception – the teams of education quality experts).

Article 5 – Intellectual property

For each project that includes cooperation in the field of research, the partner universities shall ensure that the intellectual property rights are adequately protected and that they are fairly apportioned.

The following rules shall apply to the cooperation:

- In the context of research projects, each of the partner universities shall have sole title to all the intellectual property rights acquired beforehand or which arise from independent research.
- The results from projects that are not covered by the preceding paragraph, conducted in the scientific fields described in the implementation agreements annexed hereto and for

which intellectual property rights may be granted, shall be protected as follows: where an application for a patent is filed, both partner universities shall examine together the terms and conditions for filing, extending and retaining the property rights in accordance with the parties' respective intellectual and financial contributions.

Article 6 – Means and resources

The partner universities shall enter into this Agreement within the limits of the available resources of each party. However, each of the two universities shall make an effort to find the resources and the infrastructure necessary to perform the specific activities referred to herein. It is pointed out that, under no circumstances shall the said cooperation represent an obligation for financing that is binding on the Republic of Armenia government.

In order that the cooperation referred to in Articles 1, 2 and 3 herein may be implemented and, *inter alia*, in order to finance the exchange projects (equipment, setting-up, assignments, training periods etc.), the two partner universities shall seek financing from their appropriate respective government department or, where appropriate, from any external partners.

Article 7 – Duration of the Memorandum of Collaboration

This Memorandum of Collaboration shall become effective as from the date on which the last signature is affixed by either Party, subject to the approval – where required – of the appropriate authorities in each country. **It shall be entered into for a five-year term.**

Each partner university may apply for the Agreement to be amended or renewed. Said amendment or renewal shall be made by means of a rider drawn up jointly by the partner universities, subject to approval of the appropriate authorities of each country where required. Either of the partner universities may seek to terminate the Agreement, provided that it informs the other University of its Decision in writing, giving six months' notice. In the event of termination, the projects in progress shall continue until the end of the current university year at the latest.

In the event that this Agreement is not renewed, the projects in progress shall continue until the end of the current university year at the latest.

Article 8 – Settlement of disputes

The partner universities shall make every effort to reach a mutual agreement for settlement of any disputes that arise on signing or performing this Agreement.

Article 9 – Text of the agreement

This Memorandum of Collaboration shall be drafted in 2 original copies in English for each Institution.

Signed in Yerevan on 18.02.2021

Signed in Banja Luka on 15.03.2021



The Rector of Armenian Open University

The Rector of University PIM



Prof. dr. Dragan Đuranović

Dragan Đuranović