



MEMORANDUM OF UNDERSTANDING
between
BORYS GRINCHENKO KYIV METROPOLITAN
UNIVERSITY
and
UKRAINIAN CULTURAL CENTER IN KOREA



This memorandum on cooperation (hereinafter referred to as the "Memorandum") is concluded between:

Ukrainian Cultural Center in Korea, represented by Director Young Keun Kim, as the first party, and

Borys Grinchenko Kyiv Metropolitan University, represented by Acting Rector Oleksandr Turuntsev, who acts on the basis of the Statute and Order No. 854 of 1 November 2024 "On the functional duties of the Acting Rector and Vice-Rectors of the University", hereinafter collectively referred to as the "Parties", and each separate "Party",

realizing the necessity to combine efforts and joint actions aimed at developing friendly relations between Ukraine and the Republic of Korea, creating conditions for strengthening Ukrainian-Korean educational, scientific and cultural cooperation, strengthening relations between higher education institutions of Ukraine and the Republic of Korea, as well as popularization of the Korean language in Ukraine and the Ukrainian language in the Republic of Korea,

guided by the principles of integrity, responsibility and tolerance, concluded this Memorandum on the following:

1. General regulations

1.1. The purpose of this Memorandum is to consolidate the Parties' efforts to develop and deepen Ukrainian-Korean relations, and in particular:

- to promote the development of friendly relations between Ukraine and the Republic of Korea;
- to promote Ukrainian-Korean educational, scientific and cultural cooperation in the fields of education, science and culture;
- to promote the establishment of partnership relations between institutions of higher education of the Republic of Korea and Borys Grinchenko Kyiv University;
- to develop and implement changes to educational and professional programs and educational components of professional training of students at the University, aimed at the development of Korean studies in Ukraine and the popularization of the Korean language in Ukraine;
- to support the exchange of experience, knowledge and information in the field of teaching the Korean language;

- to develop effective forms of professional qualification improvement of the Korean language teachers;

- to cooperate in the implementation of educational directions, in particular, the undergoing of compulsory educational practice by university students on the basis of the Korea Education Center.

1.2. The Parties shall coordinate their actions to achieve the goals defined by this Memorandum.

1.3. The parties may conclude separate agreements aimed at specifying the regulations of this Memorandum.

2. Forms of cooperation

2.1. This Memorandum is a document on the basis of which the Parties agree on cooperation in the following course:

- coordination of efforts and joint activities of the Parties to achieve the goal of the Memorandum;

- holding working meetings and public events for cooperation on issues that are the subject of this Memorandum;

- assistance in the implementation of joint projects, in particular in the field of education, culture and other projects aimed at accomplishing the purpose of the Memorandum;

- solving issues that may arise during the implementation of joint projects;

- promotion by means of electronic mass media and social media networks of the materials aimed at strengthening motivation for joint activities and materials about joint activities conducted by the Parties;

- participation in the development, creation, implementation and promotion of educational programs and events aimed at the development of Korean studies and popularization of the Korean language in Ukraine;

- coverage of the development of Ukrainian-Korean relations in the field of education, in particular through participation in press conferences, interviews, etc.

This list is not exhaustive, the Parties may cooperate in other forms.

3. Obligations of the Parties:

3.1. Bilateral obligations of the Parties according to this Memorandum:

- to comprehensively promote the implementation of the Memorandum within the limits of the competence of the Parties;

- to coordinate actions within the framework of the Memorandum, to inform the other Party about the measures implemented and/or planned as part of the implementation of the Memorandum.

3.2. The Parties agree to maintain communication during the implementation of the purpose of the Memorandum:

3.2.1. via email

3.2.2. verbally, during audio or video conferences, personal meetings, etc., or with a mandatory written record of the agreements reached during cooperation.

3.3. The Parties agree to act in accordance with the current legislation of Ukraine.

3.4. The Parties shall be obliged to ensure the protection of intellectual property rights during cooperation.

4. Procedure for cooperation

4.1. The parties are to inform each other about individual steps within the framework of cooperation by sending relevant proposals to the e-mail addresses.

4.2. The Parties are to use the information obtained in the framework of the implementation of this Memorandum, including disseminating it, in particular, publishing it on their own websites and on other information platforms by mutual agreement.

4.3. Each of the Parties shall appoint a person responsible for cooperation between the Parties through the exchange of relevant messages via the Internet.

4.4. The parties shall hold consultations to discuss actions aimed at improving the quality of cooperation or regarding further cooperation plans.

4.5. In order to achieve the goal of this Memorandum, the Parties may, by mutual agreement, invite other institutions and organizations, regardless of the forms of ownership and subordination, as well as private entrepreneurs, to cooperation within the agreed directions.

5. Confidentiality

5.1. The Parties shall acknowledge that all information that directly or indirectly relates to this Memorandum, as well as information about the activities of each of the Parties or about the activities of any third party related to the Parties, which is not publicly available and which became known to the Parties as a result of conclusion and/or execution of this Memorandum shall be considered confidential.

5.2. In addition, for the purposes of this Memorandum, confidential information shall be considered to be secret in the sense that it, as a whole or in a certain form and combination of its components, is unknown and not easily accessible to persons who normally deal with this type of information, and therefore, it has a commercial value and was the subject of measures adequate to the existing circumstances, which are taken by the Parties regarding the protection of its secrecy. Likewise, confidential information includes other information that does not constitute a commercial secret in accordance with the legislation of Ukraine, however, in relation to which the Party has declared in writing that it is confidential.

5.3. If the Parties have not agreed otherwise, or otherwise is not provided by law, they undertake not to divulge or disclose confidential information to third parties and not to use it for any purpose other than for the purpose of proper execution of this Memorandum. The Parties undertake to limit the number of persons who will have access to such information, except in cases provided for by law.

6. Anti-corruption regulations

6.1. In fulfilling the terms of this Memorandum, the Parties, their affiliates, employees and

other persons involved in the implementation of the goals defined by this Memorandum:

- shall strictly comply with the requirements of the current legislation applicable to the Parties, including, but not limited to, the requirements of the legislation aimed at combating corruption, combating money laundering, and also comply with the principles of transparency and openness;

- shall not pay, offer to pay or allow the payment of any money or transfer of value, offer of hospitality, directly or indirectly, to any person, to influence the actions or decisions of those persons in order to obtain any improper benefits or advantages or for the purpose of achieving other illegal goals;

- shall not carry out actions that are qualified by the legislation as an illegal benefit, as well as actions that violate the requirements of the legislation of Ukraine and international acts on combating the legalization (laundering) of proceeds obtained by crime.

6.2. The anti-corruption regulations specified in this section shall be an essential condition of this Memorandum. The Parties agree that any violation, even partial, of the above conditions by one of the Parties, which from the justified point of view of the Party may lead to adverse consequences, will give one of the Parties the right to unilaterally terminate the Memorandum by sending a notification by registered letter. Such notice must contain a brief summary of the circumstances or facts demonstrating such violation, and must be sent to one of the Parties no later than 15 (fifteen) calendar days before the date of termination of the Memorandum.

7. Final regulations

7.1. This Memorandum shall enter into force after its signing by the Parties and is valid for 5 (five) years period. The validity of the Memorandum is automatically extended for the same period in the absence of objections from the Parties.

7.2. This Memorandum may be terminated at the request of one of the Parties.

The Memorandum shall cease to be valid on the thirtieth day after one of the Parties receives a written notification from the other Party about the desire to terminate it.

7.3. Amendments and additions to this Memorandum may be made by mutual agreement of the Parties, which is formalized by additional agreements to this Memorandum.

Additional agreements and annexes to this Memorandum are its integral parts and have legal force if they are set out in writing and signed by the Parties.

7.4. Controversial issues regarding the interpretation of the provisions of the Memorandum and its implementation shall be resolved through joint consultations and negotiations.

7.5. This Memorandum is concluded in two copies in the English language for each of the Parties, while all copies are authentic and shall have the same legal force.

7.6. This Memorandum has no binding legal force and shall not impose any financial obligations on the Parties.

7.7. This Memorandum is not a preliminary contract within the meaning of Article 635 of the Civil Code of Ukraine and shall not impose legal obligations on the Parties to conclude a main contract in the future.

None of the provisions of this Memorandum prevents the Parties from cooperating with other

persons and concluding other agreements.

No provision of this Memorandum provides for and cannot be considered as such, according to which one of the Parties is an agent (representative) of the other Party and does not authorize any of the Parties to assume any obligations or enter into any agreements in the interests of or on behalf of the other Party.

8. Signatures of the Parties

Ukrainian Cultural Center in Korea

Borys Grinchenko Kyiv Metropolitan University

**Director of the Ukrainian Cultural
Center in Korea**



Young Keun Kim

Acting Rector



Oleksandr Turuntsev