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MEMORANDUM OF UNDERSTANDING (MOU)

between

- Higher Education Institution - HEI (hereinafter referred to as "Party 1")

Partner name _____

Partner representative _____

Address _____

Country _____

Telephone _____

E-mail _____

and



- Small or Medium Enterprise - SME (hereinafter referred to as "Party 2")

Partner name _____

Partner representative _____

Address _____

Country _____

Telephone _____

E-mail _____

TEMPLATE

Date



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The aforementioned Parties to the Memorandum of Understanding (hereinafter referred to as MOU),
aware of the need for the development and regular improvements of education in the _____ (name of the country),
agreeing on the necessary links between the education provided to students on the academic level and practical experience and knowledge, value orientation, professional ethics,
expressing a common interest to develop the practical skills and knowledge of the students and graduates of the _____ (name of HEI) through mutual collaboration, have agreed to conclude the following MOU:

► Article 1 Purpose of the MOU

(1) The purpose of this MOU is the mutual collaboration of the Parties in the field of education, science, research and/or training of students and graduates, aligning the mission and the competences of the Parties, in accordance with the binding legal regulations of _____ (name of the country).

(2) This MOU is covering the following study fields:

- _____ (insert)
- _____ (insert)

► Article 2 Scope of the MOU

(1) Based on this MOU, the Party 1 and Party 2 agree to enter into but not be limited to, the following types of activities:

- a) mutual consultations of experts of Parties,
- b) curriculum (co)designing – joint curriculum development,
- c) enabling experts of the Party 2 to present their professional knowledge and experience at lectures or seminars at the Party 1 as part of the pedagogical process, or to participate in the pedagogical process in any other possible way (curriculum (co)delivery – joint teaching: e.g. guest lectures, etc.),



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- d) enabling and supervising research, development and other creative activities of students of Party 1 by experts of Party 2, particularly during the processing of final theses (supervising the final theses),
- e) enabling students of the Party 1 to perform a student internship in the organization of the Party 2, in accordance with the binding legislation; the exact content and conditions of the internship will be determined by the Parties,
- f) (co)organization of extracurricular activities or events,
- g) informing and enabling the participation of staff/students/graduates of the Party 1/Party 2 at professional and/or scientific events organized by the Party 1/Party 2, depending on the type and content of the event,
- h) enabling the joint research activity of experts of the Parties to the agreement in all areas of competencies of the Parties,
- i) collaboration on professional/scientific projects and grants, particularly including the students of Party 1 in such collaboration;
- j) providing career services of Party 1 to Party 2 (e.g. promoting jobs opportunities of Party 2 among students/graduates of Party 1),
- k) participation of the staff of Party 1 Party 2 in the bodies of Party 1 Party 2,
- m) sharing resources such as infrastructure/equipment, etc.

(2) Any specific activity developed under this MOU shall be detailed in a subsequent agreement, signed by each Party's authorized signatory, which will describe the scope of the proposed activity, intended outcomes, budget, and responsible departments or individuals.

(3) All activities of the Parties are voluntary, depending on their possibilities, capacity and needs. None of the activities of the Parties under this agreement are claimable or enforceable.

(4) All activities shall be subject to the availability of funds and the approval of each Party's authorized representatives.



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► **Article 3**
Duration

(1) This MOU shall be in effect for an indefinite period / period of _____
_____ (choose indefinite period or insert the desired period) from the last date of signature.

(2) Either party may request termination of this agreement, in writing, _____ days (insert number of days) prior to the proposed termination date. Any activities in progress at the time of termination shall be permitted to conclude as planned unless otherwise agreed in writing.

► **Article 4**
Evaluation

A joint evaluation of MOU will be conducted until _____ (insert time), if initiated by one of the Parties.

► **Article 5**
Non-discrimination

The Parties agree not to discriminate on the basis of religion, race, creed, national or ethnic origin, sex, age, handicap, political affiliation, sexual orientation, disability or any other personal circumstances.

► **Article 6**
Usage of name or any intellectual properties

None of the Parties shall use the name, logo, likeness, trademarks, image or other intellectual property of either of the other Parties for any advertising, marketing, endorsement or any other purposes without the specific prior written consent of an authorized representative of the other Party as to each such use.



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► **Article 7** **Compliance with law**

Both Parties assume that this agreement does not go against the binding legislation of the _____ (name of the country/-ies).

► **Article 8** **Data protection**

The Parties acknowledge that information (if any) received from Party 1 or 2 regarding students, staff or any other persons may be protected by 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 (General Data Protection Regulation) or any other binding legislation on data protection, and agrees to use such information only for the purpose for which it was disclosed and not to make it available to any third party without first obtaining the person's written consent.

► **Article 9** **Modifications and amendments of MOU**

This MOU is at will and may be modified or amended by mutual consent of the authorized persons from Party 1 and Party 2.

► **Article 10** **Contact persons**

The Parties have appointed _____

_____ [name of the representative of Party 1, e-mail, phone number] and

_____ [name of the representative of Party 2, e-mail, phone number] as persons to be the principal point of contact between them to monitor compliance with this MOU and to ensure the efficiency and effectiveness of the coordination related to MOU. Either Party may change its principal point of contact by giving written notice to the other Party.



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► Article 11

Validity and effectiveness of MOU

This agreement becomes valid and effective on the day it is signed by the authorized representatives of the Parties to the agreement.

Date: _____

(Partner signature and stamp)

(organization, the representative, position) _____

Date: _____

(Partner signature and stamp)

(organization, the representative, position) _____