

Japan International College (JIC) in Egypt and
Lutsk National Technical University (LNTU), Ukraine

This
Memorandum of
Understanding
(this "MOU") is
made effective as
of 1 October
2023

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this "MOU") is made effective as of 1 October 2023 by and between:

Japan International College (JIC) in Egypt, and **Lutsk National Technical University (LNTU)**, with its registered address at 75 Lvivska Str., Lutsk, Ukraine, 43018

Lutsk National Technical University and the JIC are collectively referred to as the "Parties", and each, a "Party."

Both parties have reached consensus on the following education objectives below:

1. Purpose

The purpose of this Agreement is to create a joint program of cooperation between JIC and LNTU, which will allow students to study simultaneously at both JIC and LNTU.

2. Program Details

2.1 Program Description:

- The joint program in Information Technology, shall focus on developing students' knowledge and skills in areas such as computer programming, software development, database management, network technologies, cybersecurity, and information systems.
- The joint program in Business aims to develop students' knowledge and skills in various areas such as finance, marketing, operations, human resources, strategic management, entrepreneurship, innovation, and international business.
- The joint program in Law aims to develop students' knowledge and skills in areas such as legal research and writing, constitutional law, criminal law, civil law, corporate law, international law, legal ethics and professional responsibility, and alternative dispute resolution.

The curriculum shall cover both theoretical concepts and practical applications.

2.2 Duration: The joint program shall have a duration of four academic years, consisting of 8 semesters. Each semester shall typically span 6 weeks.

2.3 Specific Requirements: To be admitted to the joint program, students must meet the following requirements:

- Meet the admission criteria set by both parties, including academic qualifications and English language proficiency.

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- Submit all necessary application documents, including academic transcripts, recommendation letters, and a statement of purpose.
 - Successfully complete any required entrance examinations or interviews.

3. Responsibilities of the JIC

- 3.1 Curriculum Implementation: The JIC shall be responsible for implementing the agreed-upon curriculum, which shall include core courses in Information Technology, elective courses, and any necessary prerequisites. The curriculum shall be designed to align with the learning outcomes specified by the Second University.
- 3.2 Student Admission: The First University shall be responsible for the admission process and selection of students for the joint program, ensuring that the students meet the admission criteria set by both universities.
- 3.3 Student Support: The JIC shall provide necessary administrative support to the students, including registration assistance, academic advising, and access to relevant resources such as libraries and computer labs.

4. Responsibilities of LNTU

- 4.1 Academic Supervision: The LNTU shall appoint qualified faculty members specializing in Information Technology to provide academic supervision and guidance to the students throughout their studies at the JIC. The faculty members shall be responsible for monitoring student progress, providing feedback, and ensuring that the program's requirements are met.
- 4.2 Quality Assurance: The LNTU shall ensure that the joint program adheres to its academic quality standards and meets the established learning outcomes.
- 4.3 Student visits: LNTU takes on the responsibility of hosting the visiting students, ensuring they have access to necessary resources, facilities, and support services during their stay. This includes providing guidance and assistance with course registration, academic advising, and integration into the campus community. LNTU aims to create a welcoming and inclusive environment, enabling students to make the most of their visit and fully experience the educational and cultural offerings of the institution.
- 4.4. Degree Award: Upon successful completion of the joint program, the LNTU shall award the degree to the students in accordance with its academic regulations and standards.

5. Collaboration and Communication

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- 5.1 Regular Meetings: The representatives from both parties shall hold regular meetings to discuss the progress of the joint program, address any issues or concerns, and explore opportunities for further collaboration.
 - 5.2 Information Exchange: The two parties shall exchange relevant information, including program updates, student progress reports, and any changes or amendments to the joint program.

6. Duration and Termination

- 6.1 Duration: This Agreement shall be effective from the date of signing and shall remain in force for a period of 10 years.
- 6.2 Termination: Either party may terminate this Agreement by providing a written notice of termination to the other party at least 12 months in advance. Termination shall not affect the completion of studies for students already enrolled in the joint program.

7. Governing Law and Dispute Resolution

This MOU shall be construed in accordance with the laws of the home country of the party in breach of the terms and conditions of this MOU. Any disputes arising out of or in connection with this Agreement shall be resolved amicably through mutual discussions and negotiations between the parties.

8. Entire Agreement

This Agreement constitutes the entire understanding between the First Party and the Second Party regarding the joint program and supersedes any prior agreements or understandings, whether written or oral, relating to the same.

- 8.1 Negotiation Costs: Each Party will respectively bear its own costs and expenses arising from its consideration of, and any negotiations relating to, this MOU and the cooperation programs contemplated by this MOU. Each of the parties shall be responsible for the payment of the taxes, duties and/or any other contribution that, according to the applicable legislation, may correspond to it.
- 8.2 Indemnity: Both parties undertake to hold each other harmless for any judicial, administrative and/or extrajudicial claim that third parties may make due to the ownership of the knowledge, methodologies, software, tools, and all other material that are delivered by both parties for the execution of this MOU.
- 8.3 Variations: The terms stipulated in this MOU shall not be amended, altered, changed, or otherwise modified without the mutual consent of the Parties and

such amendments, alterations, changes, and modifications shall be made in writing and signed by the Parties hereto.

- 8.4 Anti-Corruption: The Parties hereby agree to engage only in legitimate business and ethical practices in commercial operations and will not directly or indirectly, commit any act which is deemed to be an act/offence of corruption practice by any applicable law worldwide.
- 8.5 Personal Data Protection: Each Party must comply with all laws and legal requirements applicable to the performance of its respective obligations under this MOU, including, without limitation, laws, or regulations applicable in ensuring notice is given and consent obtained in the sharing or disclosing of an individual's personal information/data.

9. Use of Logo and Names of the Other Party

Neither Party shall use the registered logos, name, or associated marks of the other Party without the prior written consent of the other Party in each instance. Use the name and image of the LNTU under the terms and conditions previously informed in writing and with the sole purpose of promoting the object of this MOU.

10. Non-Binding

Whilst both Parties hope to benefit from working together in the manner envisaged in this MOU, this MOU should not in any way be legally or contractually binding or enforceable or of any other contractual effect or legal consequence. Except for the provisions specifically noted as binding, either Party shall have any liability to the other Party for any failure to perform or breach of this MOU. This MOU is a bilateral legal act of collaboration between the parties.

11. Binding Obligations

Notwithstanding the non-binding nature of this MOU, the Parties hereby agree that the following provisions shall be binding on the Parties:

- 11.1. Confidentiality: The existence, the terms and conditions of this MOU, all drafts of agreements and other information exchanged and all negotiations between the Parties in connection therewith shall be confidential information and shall not be disclosed to any third party by either Party other than to its shareholders, directors, officers or advisors who have a need to know, and in each case only where such persons or entities are under appropriate nondisclosure obligations, unless the disclosure is required by law or regulatory authority or any stock exchange.

11.2. Notices: Any communication under this MOU will be in writing in the English language and delivered by registered mail to the address or sent to the electronic mail address of the Parties as the case may be, shown below or to such other address or electronic mail address.

The parties hereto, through the duly authorized representatives, hereby agree to the provisions and terms of this MOU.

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