



MEMORANDUM OF UNDERSTANDING

FOR THE DEVELOPMENT OF ACADEMIC COOPERATION

Between

Holon Institute of Technology, Holon, Israel (Hereafter: "HIT")

And

Belarus State Medical University, Minsk, Republic of Belarus (Hereafter: "BSMU ")

[Each of HIT and BSMU shall be referred to as a **"Party"** and together as the **"Parties"**]

In furtherance of their mutual interests in the field of education and as a contribution to increased international cooperation, HIT and BSMU, both academic institutions, are desirous to establish academic linkages and contacts through a formalised MOU.

A- PURPOSE

The aim of the Memorandum of Understanding shall be to set forth the basis for all specified and particularized joint activities of the Parties hereto, each of which shall be subject to the Parties' entering into a separate agreement, all – in order to achieve a broad balance in the respective contributions and benefits of the collaboration, and this shall be subject to periodic review by the Parties.

B- SCOPE OF THE AGREEMENT

1. The Parties hereto express their intention to:
 - (i) cooperate in the exchange of information relating to their faculty activities in fields of mutual interests;
 - (ii) promote joint faculty and scholar activities, joint R&D activities, with particular emphasis on Digital Health related collaborations and joint courses, seminars, workshops and other academic and entrepreneurial activities;
 - (iii) endeavour HIT's graduates to pursue their advanced studies for an M.D. degree at BSMU;
 - (iv) provide students, physicians and other healthcare professionals from BSMU with a complementary (academic or non-academic) formation at HIT and at its healthcare partners' facilities;



- (v) encourage staff or students to spend some time in the respective host institution. The exchange of staff or students will be dependent upon the execution of a formal Staff or Student Exchange Agreement mutually agreed between the Parties in writing prior to commencement of this activity;
2. The coordinators from the institutions will prepare an annual joint report on activities in the areas of cooperation under this Memorandum of Understanding – upon request.
3. In the implementation of specific cooperative programs, a written agreement covering all relevant aspects including funding and the obligations to be undertaken by each party, as well as the various aspects of any possible outcome (e.g. intellectual property, patents, copyrights, commercialization of the outcome, etc.) will be negotiated, mutually agreed and formalised in writing, prior to the commencement of the program.

C- INFORMATION SHARING & CONFIDENTIALITY

Each party undertakes to respect the confidentiality of the other party's confidential information. Each party is to treat all confidential information owned by the other party which is specifically designated as confidential information in writing as confidential, and shall not disclose or permit the same to be disclosed to a third party without the written authorisation of the owner of that confidential information. Each party may request the other parties to enter into a confidentiality deed prior to the disclosure of confidential information.

D- INTELLECTUAL PROPERTY

All background Intellectual Property will remain in the ownership of the originating Institution. Access to such Intellectual Property will be negotiated on a case by case basis and be subject to mutual prior written agreement. The ownership over any new Intellectual Property generated as a consequence of implementation of this Memorandum as aforesaid, will be negotiated on a case by case basis and be subject to mutual prior written agreement. Licences for the exploitation of Intellectual Property will be negotiated on a case by case basis.



E- TIMELINE

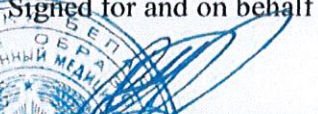
This Memorandum of Understanding will take effect from the date of its signing and shall be valid for a period of five years from that date unless sooner terminated, revoked or modified by mutual written agreement between the parties, and may be extended by mutual written agreement.

Either party may terminate the Memorandum of Understanding at any time during the term by the provision of three months written notice to the other party.

F- LITIGATIONS

This Memorandum shall be governed by and construed in accordance with the laws of the country where the defending Party is registered or has its legal entity registered. The Parties shall undertake to settle any arising dispute by way of negotiation. In case of any persistent disagreement, the Parties shall allocate competency to the courts under whose authority the defendant has its registered address.

G- SIGNATURES

Signed for and on behalf of


Prof. Sergey Rubnikovich
Rector, BSMU
Date: 12.04.2021

Signed for and on behalf of


Prof. Eduard Yakubov
President, HIT
Date: 12.04.2021