

Memorandum of Understanding

DATE:

This Understanding is made effective on the 1st June 2023 **PARTIES:**

- (1) **THE UNIVERSITY OF WOLVERHAMPTON** of Wulfruna Street, Wolverhampton, West Midlands, WV1 1LY ("University"); and
- (2) , **CHOSUN UNIVERSITY** of 9, Chosundae 5-gil, Dong-gu, Gwangju, 6145, South Korea

Collectively known as "Parties" and individually known as a "Party" to this Understanding.

WHEREAS:

- (A) The Parties wish to enter into a mutually beneficial relationship to promote education and collaboration, following preliminary discussions.
- (B) The Parties may wish to collaborate on areas of mutual interest of Short Courses, Study Semester Abroad Scholarship and Articulation.

IT IS AGREED:

UNDERSTANDING

1. This Understanding is intended to be beneficial to both Parties without any financial obligations.
2. Should the Parties wish to enter into a formal collaboration, including but not limited to, collaborative work, transfers and financial associated work. The Parties will enter into a separate legally binding agreement.

CONFIDENTIALITY

3. Upon sharing any Confidential Information or Commercially Sensitive Information ('Information'). The Party who is in receipt of the Information ("Receiving Party") agrees that all information:
 - 3.1 shall not be used for any other purpose other than discussed; and
 - 3.2 shall be held in the strictest confidence and treated confidential, belonging to the Party disclosing said Information ("Disclosing Party"); and
 - 3.3 shall be treated no less than a reasonable level of care; and
 - 3.4 shall not be divulged directly or indirectly, or otherwise made available in whole or in part to any third party without the prior written consent of the Disclosing Party.

4. Pursuant to the requirements of any applicable law or regulation (provided, in the case of a disclosure under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004) or the order of any Court of competent jurisdiction, and the Party required to make that disclosure has informed the other Party, within a reasonable time after being required to make the disclosure, of the requirement to disclose and the information required to be disclosed; or
 - 4.1 to its employees and officers directly engaged in the Permitted Purpose and whose knowledge of the Information is essential for the purpose of this Understanding. Provided that prior to any disclosure of Confidential Information under this clause 4.1, the Receiving Party shall ensure that each recipient agrees to be bound by the obligations of this Understanding as if it were a Party.
5. The obligations contained in Clause 3 shall not apply to such of the Confidential Information as:
 - a. is at the time of being obtained by the Receiving Party within the public domain other than as a result of breach of this Understanding; or
 - b. is proved by documentary evidence to the satisfaction of the Disclosing Party as being at the time of the Understanding already lawfully in the possession of the Receiving Party; or
 - c. after being obtained by the Receiving Party comes within the public domain other than by reason of a breach by any Party of the obligations contained in this Understanding; or
 - d. is properly received by the Receiving Party from a third party who is rightfully in possession of such Confidential Information and who is not bound by any obligation of confidence or secrecy; or
 - e. is proved by contemporaneous documentary evidence as having been independently developed by the Receiving Party with no knowledge of the Confidential Information.
6. Nothing in this Understanding obliges either Party to disclose Confidential Information to the other.
7. All Confidential Information remains the property of the Disclosing Party and the disclosure of Confidential Information does not amount to a licence or similar right, in favour of the Receiving Party.
8. The Disclosing Party confirms that the Confidential Information is given by it in good faith but does not represent that the Confidential Information is accurate, up to date, exhaustive or complete on the subject matter concerned.
9. The terms of relating to confidentiality and Confidential Information shall remain in force for three (3) years following the expiration or termination of this Understanding.

INTELLECTUAL PROPERTY

10. For the avoidance of doubt, nothing in this Understanding shall affect the ownership of any existing intellectual property.

LIABILITY

11. The Disclosing Party gives no warranties in relation to the Information disclosed under this Understanding. No warranty or representation, express or implied, is given by the Disclosing Party as to the accuracy, efficacy, completeness or capabilities of any information provided under this Understanding.

TERMINATION

12. This Understanding shall remain in full force and effect for a period of two (2) years from the Effective Date and then shall automatically terminate unless renewed by mutual consent in writing although either Party may terminate this Understanding at any time on thirty (30) days notice in writing to the other Party.
13. Following termination of this Understanding, the Receiving Party shall make no further use of the Confidential Information. The Receiving Party's obligations under this Understanding shall otherwise continue in force, for a period of two (2) years from the Effective Date.

GENERAL

14. To the extent a provision or section of this Understanding is invalid, unenforceable whether in whole or in part, the remaining provisions or sections of this Understanding shall remain unaffected.
15. This Understanding is personal to the Parties and neither Party shall assign, charge or otherwise transfer any rights or obligations under this Understanding, without the prior written consent of the other Party.

NOTICES

16. Any notice to be given under this Understanding shall be in writing (which includes e-mail) or shall be sent by first class mail or air mail to the relevant address of the relevant Party as set out below, or such other address as that Party may from time to time notify to the other Party in accordance with this Clause. Notices should be acknowledged with receipt of said notice.
 - a. In the case of notices to the University of Wolverhampton, send to:
University of Wolverhampton,
Wulfruna Building,
Wulfruna Street,
Wolverhampton
WV1 1LY

E-mail: legalservices@wlv.ac.uk

b. In the case of notices to Chosun University, send to:

9, Chosundae 5-gil, Dong-gu, Gwangju, 6145, South Korea

Emails: ghmin@chosun.ac.kr

GOVERNING LAW AND JURISDICTION

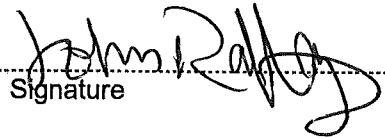
17. The construction, validity and performance of this Understanding shall be governed by English Law and the Parties submit to the exclusive jurisdiction of the courts of England.

EQUALITY, DATA PROTECTION, ANTI-BRIBERY AND MODERN SLAVERY

18. The Parties shall not unlawfully discriminate either directly or indirectly on such grounds as gender, race, colour, national origin, disability, sexual orientation or age within the meaning of the Equality Act 2010 and all legislation, directives and guidance relating to equality and discrimination.
19. The Parties will fully comply with the provisions of the Data Protection Act 2018 and all legislation, directives and guidance relating to data protection.
20. The Parties shall be entitled to cancel this Understanding immediately upon written notice if the other Party or its employees or agents are found to have made, offered, accepted or taken or agreed to make or take any gift, bribe, hospitality or consideration of any kind from any person or body as an inducement or reward for showing or forbearing to show favour or disfavour to any person or for doing or forbearing to do any action in relation to or for the purposes of offering or obtaining an advantage in relation to performance of this Understanding or where such action is in contravention of the Bribery Act 2010. The Parties warrant that they have adequate and robust policies and procedures in place in accordance with guidance issued under the Bribery Act 2010.
21. The Parties declare that they are not involved in modern slavery (namely the exploitation of others through slavery, servitude, forced and compulsory labour and human trafficking) and shall comply with all applicable laws, statutes, regulations and codes relating to modern slavery, including but not limited to the English Modern Slavery Act 2015.

This Understanding has been entered into at the date stated at the beginning of it.

**Signed for and on behalf of
the University of Wolverhampton**


Signature

John Raftery

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Print Name

30/5/2023
.....
Date

.....
Interim Vice Chancellor
Position

**Signed for and on behalf of
Chosun University**


Signature

M.D. Young-Don, Min

.....
Print Name

.....
Date

President

.....
Position