 

**MEMORANDUM OF UNDERSTANDING**

between

**PAVOL JOZEF ŠAFÁRIK UNIVERSITY IN KOŠICE**

and

**CHINA UNIVERSITY OF MINING AND TECHNOLOGY**

This Memorandum of Understanding (MoU) is drawn up and agreed upon to establish the cooperation between **Pavol Jozef Šafárik University in Košice** (hereinafter referred to as **UPJS Kosice**), Šrobárova 2, Košice, Košice Region, 04180, Slovakia and the **China University of Mining and Technology** (hereinafter referred to as **CUMT**) located at No 1, Daxue Road, Xuzhou, Jiangsu, 221116, People’s Republic of China.

**The UPJS Kosice**, was founded in 1959 and has five faculties: Faculty of Medicine, Faculty of Law, Faculty of Science, Faculty of Arts, and Faculty of Public Administration. The university ranks 601-650 in the 2024 QS World University Rankings and has strong international influence in fields such as surveying and mapping engineering, geographic information, and environmental science. It has world-class equipment and facilities, a high-level faculty, and world-leading academic standards and research achievements.

**The CUMT,** founded in 1909, is the leading university in China specializing in mining and one of the key national universities directly under the administration of China’s Ministry of Education. It is also a part of the nation’s “211” and “985 Innovation Platform for high-level discipline capacity building” programs, as well as “Double First-class Initiative” with the aim to be a world-class university in the areas of energy and resource.

**ARTICLE I: PURPOSE**

The purpose of this MoU is to set forth the framework of cooperation as defined in ARTICLE II below between UPJS Kosice and CUMT (hereinafter referred to as **Parties**).

**ARTICLE II: SCOPE**

The activities under the scope of this MoU are:

2.1 Conduct joint research and innovation in the broad area of geospatial technology, surveying engineering, mining engineering, and ecological restoration;

2.2 Jointly apply for international research projects and establish the CUMT-UPJS Joint Research Laboratory for Smart City as a virtual framework for collaborative research, with potential future development into a fully operational Belt and Road Smart City International Joint Laboratory.

2.3 Organize joint training programs for undergraduate and graduate students;

2.4 Exchange personnel, researchers and engineers;

2.5 Other collaboration in the areas of mutual interests.

**ARTICLE III: RESPONSIBILITIES OF PARTIES**

The Parties intend to use their best efforts in pursuance of the scope set out above and, without prejudice to the generality of this objective. Both Parties will work within the MoU, which lays down broad responsibilities for fulfilling this objective. The Parties also commit themselves to the common goal of delivering work to the highest standards of quality. Their relationship in implementing this project will be underpinned by the principles of transparency and trust.

**ARTICLE IV: DURATION, TERMINATION, AND AMENDMENT**

* 1. This MoU will be effective from the date of signing for a period of three (3) years initially and can be extended subject to mutual consent of both parties in writing.
  2. Either Party may terminate this MoU by giving six (6) months advance notice in writing to the other Party.
  3. The provisions of this MoU may be amended at any time with the mutual consent of both Parties in writing.
  4. The amendment, termination, and expiration of this MoU will not affect the terms of activities ongoing at the time of notification of amendment, termination, and expiration unless otherwise agreed upon between Parties.

**ARTICLE IV: SPECIAL PROVISIONS**

* 1. The governing language of this MoU shall be English. If other language translation hereof is made for reference purpose, only the English original shall have the effect of a contract, and such language translation shall have no effect.
  2. The Parties agree and acknowledge that no other rights are granted except as expressly stated herein.
  3. This MoU is a non-binding expression of the current intentions of the Parties.
  4. There would be no financial obligation unless otherwise agreed upon between the Parties through specific contracts to be executed for the purpose.
  5. The modality of the collaboration set, associated activities and financial aspects shall be mutually agreed upon on a case-by-case basis in separate Memorandum of Agreements (MoA).
  6. Neither Party shall transfer or assign its interests, obligations or rights in this agreement, without the express written consent of the other Party, provided that such consent not be unreasonably withheld.
  7. Each Party will consult with and take the approval of the other Party to use the latter’s name, the names of the latter’s officials/faculty members, and the logo for the activities (only defined in mutual agreements and collaborations) under this MoU, and dissemination of results, on a case-by-case basis.
  8. This MoU shall be governed and construed under the laws of Slovakia and People’s Republic of China depending upon where the activities take place.
  9. The two parties will consult with each other and attempt to resolve disputes or misunderstandings that arise in the administration of this MoU or any subsequent associated agreement informally. Any dispute, controversy or claims arising under, out of or in connection with the agreement shall be settled amicably.  If an amicable solution cannot be reached for any reason, within 60 days, the most diligent party shall refer the dispute to mediation.  If the mediation is not conclusive for any reason within 60 days, the most diligent party may refer the dispute to the competent jurisdiction in Slovakia and People’s.Republic of China.
  10. Neither Party shall be liable for any unforeseeable event beyond its reasonable control not caused by the fault or negligence of such Party, which causes such Party to be unable to perform its obligations under this Agreement, and which it has been unable to overcome by the exercise of due diligence.  In the event of the occurrence of such a force majeure event, the Party unable to perform shall promptly notify the other Party. It shall further use its best efforts to resume performance as quickly as possible and shall suspend performance only for such period of time as is necessary as a result of the force majeure event.
  11. Parties may hold meetings as mutually agreed.

**ARTICLE V: CONTACT PERSONS (DETAILS)**

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| Michal Gallay  Vice Dean of Faculty of Science  Pavol Jozef Šafárik University in Košice  Šrobárova 2, Košice Region  Košice, 04180, Slovakia  Tel: +421 917 102 480  Email: michal.gallay@upjs.sk | | Nanshan Zheng  Dean of the School of Environment and Spatial Informatics  China University of Mining and Technology  No.1, Daxue road, Quanshan district  Xuzhou, China, 221116  Tel/Fax: +86 15952167986  Email: znshcumt@cumt.edu.cn |
| This MoU is prepared in four identical copies. Each party holds two original copies duly signed by the rector of UPJS Kosice and the president of CUMT.   |  |  |  | | --- | --- | --- | | **Signed for and on behalf of:** | | | | **Pavol Jozef Šafárik University in Košice** | **China University of Mining and Technology** | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Prof. MUDr. Daniel PELLA, PhD.  Rector  Date: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Prof. Hongwei ZHAO  President  Date: | | | |