



## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding ("MOU") is made and entered between

(1) St. Petersburg State University

(2) Technische Universität Dresden, Faculty of Medicine, Department of Internal Medicine

hereinafter collectively referred to as the "Parties" and individually as a "Party".

The Parties are desirous to pursue and promote joint research and development activities of mutual interest in accordance with their respective needs and objectives.

This MOU sets forth the Parties' intentions as follows:

- (1) The Parties intent to collaborate on projects on Covid-19 and Post Covid as well as metabolic disease.
- (2) The Parties agree to establish advisory committee for consultations on implementation of the MOU:

On behalf of SPbU	On behalf of TU Dresden
Sergey Mikushev, Vice-Rector for Research	Prof. Heinz Reichmann
	Dean Faculty of Medicine
Prof. Piotr Yablonski	Prof. Stefan R. Bornstein, M.D.
Dean of Faculty of Medicine	Director and Chair
	Department of Medicine
	Dean for Development and International
	Affairs of Faculty of Medicine
	Dean of transCampus
Prof. Raul Gainetdinov	Prof. Ronald Tetzlaff
Director of Institute Translational Biomedicine	Chief Officer Technology Transfer and
Scientific Director of St. Petersburg University	Internationalisation
Hospital	

This MOU is not intended to create binding or legal obligations for either Party. As and when details of the collaborative projects or programmes have been mutually developed, such details, also including Intellectual Property, will be set forth in specific binding agreements.

Neither Party is an agent of the other, and neither has any right to act or represent the other, or to purport to do so. This MOU does not and shall not be deemed to create any partnership relationship between the Parties.

Both Parties understand that all financial arrangements necessary to carry out any collaborative project or programme will have to be negotiated in a separate agreement and that the Parties' ability to carry out any of the activities will depend on the availability of funds. This MOU places no financial obligations on either Party.

The effective date of this agreement is the first date after both Parties have signed the MOU. The MOU is concluded for a period of three (3) years. Either party with a six-month notice may terminate the agreement. The right to an extraordinary termination shall remain unaffected. University members taking part in ongoing projects will not be concerned by an ordinary termination.

The Parties agree and undertake to keep confidential at all times any information or data that may be exchanged, acquired or shared in connection with any activity conducted pursuant to this MOU save where such information is already in the public domain or is required to be disclosed by any applicable law or regulations, or where the extent of such disclosure is authorized in writing by the other. The obligations of the Parties under this clause shall continue following the expiry of termination of this agreement.

The Parties represent and warrant that it is and shall remain during the term of this MOU in compliance with all in each case applicable laws, regulations and codes, including but not limited to all anti-bribery laws and regulations. In connection with any aspects of this MOU the Parties have not and will not, directly or indirectly, in connection with the performance of services under this agreement or otherwise in prohibited conduct.

The Parties agree to use reasonable endeavours to resolve any issue amicably by mutual agreement.

ST. PETERSBURG STATE UNIVERSITY

**TU DRESDEN** 

Prof. Sergey Andryushin
Deputy Vice-Rector for International Affairs
St. Petersburg State University

24.04.2021

Prof. Ronald Tetzlaff
Chief Officer Technology Transfer and
Internationalisation of
Technische Universität Dresden