



**MEMORANDUM OF UNDERSTANDING
between**

**TUM International GmbH, Germany
and**

**the Higher Education and Science Committee of the Ministry of Education, Science, Culture
and Sport of the Republic of Armenia**

TUM International GmbH (“TUMint”), represented by Ms. Friederike Hettinger, and the Higher Education and Science Committee of the Ministry of Education, Science, Culture and Sport of the Republic of Armenia, represented by Mr. Sargis Hayotsyan, hereinafter referred to as “the Parties” or, individually, “each Party”.

CONSIDERING one of the main objectives of the Higher Education and Science Committee is to develop international cooperation for the implementation of the “Academic City” project, **CONSIDERING** Technical University of Munich as an important partner for the development of the Technical cluster within the framework of the “Academic City” project,

CONSIDERING TUM International GmbH is a wholly owned subsidiary of the Technische Universität München/ Technical University of Munich (“TUM”) which is one of Europe’s top universities committed to excellence in research and teaching, interdisciplinary education, and the active promotion of promising young scientists. TUM also forges strong links with companies and scientific institutions across the world. TUM was one of the first universities in Germany to be named a University of Excellence. Moreover, TUM regularly ranks among the best European universities in international rankings,

CONSIDERING TUM International GmbH is a leading provider of developing and operating scientific sites, technology transfer centers, research programs, and innovation ecosystems worldwide. Furthermore, TUM International is offering advanced qualification programs by integrating TUM’s own training and education formats into the private sector in Germany and beyond,

SEEKING to develop a collaborative relationship for the continued development of the “Academic City” project,

NOW, THEREFORE, set forth the following understanding:

Article I

Objectives and Focus Areas of Cooperation

This MOU aims to establish the framework for further cooperation between the Parties, to support the sustainable development of the “Academic City” project.

The Parties identified the following general (and not-exhaustive) topical areas as potential focus for the long-term development of the Academic City and its innovation ecosystem related to the following aspects:

- Strategic planning: benchmark and holistic concept
- Stakeholder alignment and roadmap development
- Research and entrepreneurial initiatives grounded in close partnership across the industry-academia ecosystem
- Leadership capacity building
- Interactive execution and monitoring for excellence.

Article II

General Intentions

1. This MOU does not constitute an international agreement from which rights and obligations under international law may derive. No provision of this MOU shall be interpreted as a legally binding obligation for the Parties.
2. The Parties shall cooperate in accordance with the national legislations and international commitments of their States.

Article III

Availability of Personnel and Resources

1. All activities undertaken pursuant to this MOU are subject to the availability of funds, personnel, and other resources of each Party.
2. The personnel designated by the Parties for the execution of this MOU shall work under the orders and responsibility of the organization or institution to which they belong, always maintaining their employment relationship with that organization or institution. Their work shall not create an employer-employee relationship with any other organization or institution, so in no case shall that other organization or institution be considered as a substitute or joint employer of the designated personnel.

Article IV
Mechanism for Confidentiality and Personal Data Protection

1. Each Party hereby undertakes to observe the confidentiality and secrecy of documents, information and other data received from or supplied to the other Party during the period of the implementation of this MOU or any other agreements made pursuant to this MOU.
2. Personal data will be transferred in accordance with the international commitments and the requirements of national legislations of the States of the Parties.
3. The confidentiality covenant pursuant to this Article shall not apply to information, documents and materials that have already entered the public domain or that enter the public domain without any breach of the confidentiality covenant, to information and materials of which the Parties have already become aware without any breach of the confidentiality covenant, to information and materials that the Parties have acquired contingent upon the information received or disclosed, or to information and materials that the Parties have advised in writing have been approved for disclosure.
4. The Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this MOU.

Article V
Representatives

For the Higher Education and Science Committee of the Ministry of Education, Science, Culture and Sport of the Republic of Armenia:

Chairman

Attention: Sargis Hayotsyan

(Orbeli Brothers Street 22, Yerevan, 0028, RA)

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Email: s.hayotsyan@hesc.am

For TUM International GmbH:

Managing Director

Attention: Friederike Hettinger

TUM International GmbH

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Article VI

General Items

Any difference that may arise in relation to the interpretation or application of this MOU shall be resolved through mutual consultations.

If there are any matters not covered by this agreement or if there are differences in its interpretation, the Parties shall use their best efforts to amicably negotiate and reach an amicable agreement with respect to those matters.

Article VII

Duration and Final Provisions

This MOU shall become effective upon its signature ("Effective Date") and shall remain in effect up to o (2) years from the Effective Date subject to the provisions below.

This MOU may be modified at any time by mutual consent of the Parties. Any modification shall be made in writing and specify the date on which such modification is to become effective.

Any of the Parties may at any time, withdraw from this MOU by providing a written notice to the other Parties thirty (30) days in advance.

The termination of this MOU shall not affect the implementation of the arrangements already initiated in its framework and not completed by the date of termination, unless the Parties agree otherwise.

Done in Munich, on 11 January 2024, in two original copies in English.

For
TUM International GmbH



Friederike Hettinger
Managing Director

For
Higher Education and Science Committee
of the Ministry of Education, Science,
Culture and Sport of the Republic of
Armenia



Sargis Hayotsyan
Chairman