VASYL STEFANYK CARPATHIAN NATIONAL UNIVERSITY

BINGHAMTON UNIVERSITY
STATE UNIVERSITY OF NEW YORK

MEMORANDUM OF AGREEMENT BETWEEN VASYL STEFANYK CARPATHIAN NATIONAL UNIVERSITY IVANO-FRANKIVSK, UKRAINE AND THE STATE UNIVERSITY OF NEW YORK AT BINGHAMTON BINGHAMTON, NEW YORK, U.S.A.

This Memorandum of Agreement (MoA) establishes a formal mutually rewarding collaborative relationship and academic partnership between Vasyl Stefanyk Carpathian National University (VSCNU), located at 57 Shevchenko St., Ivano-Frankivsk-76018, Ukraine and The State University of New York by and on behalf of the State University of New York at Binghamton (Binghamton University), located at 4400 Vestal Parkway East, Binghamton, NY, U.S.A. The collaboration aims to foster advancement in teaching, research, academic collaboration, and cultural understanding and to create avenues for enhancing learner experience at both entities, as well as strengthen both entities by finding ways of combining their complementary resources and strengths.

ARTICLE 1
PURPOSE AND SCOPE OF COOPERATION

Both Parties agree that the intention of this partnership is to create a specific foundation to encourage exchange and sharing of academic, scientific, and cultural experiences among their professors, students, and administrative personnel. As part of this collaboration, VSCNU and Binghamton University will broadly explore the following avenues for cooperation:

i. Exchange of information of mutual interest pertaining to improvements in research, teaching, and student development at each institution, including sharing of best practices, curricula, and scholarly publications.
ii. Faculty and/or administrator visits to both institutions for the purposes of lecturing, research consultation, program development, and the strengthening of institutional relationships.
iii. Joint research projects and sharing of expertise.
iv. Organization of short courses, symposia, workshops, conferences, and meetings on topics of mutual academic interest, which may be conducted in person or via remote and hybrid formats.
v. Exploration of pathways to support VSCNU students in applying to and enrolling in Binghamton University's graduate programs, including doctoral (Ph.D.) programs.
vi. Discussions on industry and university collaboration, including opportunities for joint engagement with external partners in areas of shared research and innovation interest.

In a manner consistent with Article 4 of this MoA, any and all collaboration and cooperation between the Parties in any of the areas listed above shall be described in further detail in a separate written agreement (or agreements) to be entered at a later date, contain mutually acceptable terms and conditions, and specify the responsibilities, rights, and obligations of the Parties. Such separate written agreement(s) shall address issues such as, but not limited to, confidentiality of information, intellectual property rights, publication, funding, involvement of students and faculty, use of facilities, and disclosure of data.

If the Parties enter into such a collaborative or cooperative agreement with respect to any of the areas addressed in this MoA, either Party shall be allowed to promote that the other Party has entered into a collaborative or cooperative agreement with respect to that particular program. This permission is limited to the use of the names and/or logos in advertisements and published materials that are primary to the originating Party in a manner that complies with the then-current logo use policy of that Party and is pre-approved in writing by the other Party. Each Party reserves the right to audit any and all materials at any time. Upon a written request for examples of materials, either Party must deliver examples of all requested materials within thirty (30) days. If the usage of the logo/name is unacceptable to the requesting Party, upon receipt of a written request from the requesting Party, the other Party must immediately stop publishing that usage of the logo and/or name and make best efforts to immediately take any occurrence of the requested usage of such logo and/or name out of circulation.

ARTICLE 2
COMMUNICATION

Each Party will designate an individual to coordinate all endeavors that may derive from this MoA and to report on the results of this MoA to such Party. For this purpose, VSCNU designates Liliia Turovska, PhD, the Vice-Rector of scientific and pedagogical work and international affairs and Binghamton University designates Madhusudhan Govindaraju, the Vice Provost for International Education and Global Affairs of International Education and Global Affairs. Either Party may change its designated liaison by written notification to the designated liaison of the other Party in accordance with the terms of this MoA. Each Party agrees to inform the other in the event that any of the following occur:

1. Any material change(s) in the academic programs, standing, or accreditation of their respective institution; or
2. Any change(s) in faculty, staff, or programs that directly affect areas of collaboration between the Parties pursuant to this MoA.

ARTICLE 3
DURATION, TERMINATION, AND AMENDMENT

This MoA shall be effective as of the last date of the signatures hereto ("Effective Date") and shall remain in force for five (5) calendar years unless terminated as provided herein.

Either Party may terminate this MoA at any time during the term by providing 90 days prior written notice to the other Party. The termination of this MoA will not impact the status of other agreement(s) between the Parties, if any.

The provisions of this MoA may be amended at any time with the mutual consent of the Parties in writing. If any programs are in effect at the time this MoA expires or is terminated, the Parties will work together in good faith pursuant to the terms of the program agreement to ensure that the participating students, faculty, and staff are able to complete their academic program if practicable.

ARTICLE 4
FUTURE AGREEMENTS CONCERNING POTENTIAL COLLABORATIONS AND COOPERATIVE PROGRAMS

This MoA is not a contract and does not bind the Parties to any current or future financial expenditure(s) or commitment(s) or commit the Parties to any potential research, educational, or workforce development collaboration(s) or cooperative program(s). Each Party will bear its own costs

associated with preparation of this MoA and any subsequent agreement(s) concerning potential collaboration(s) and cooperative program(s) as described in Article 1 hereof. Without limitation to the foregoing: (a) all funding and program requirements for such future potential collaboration(s) and cooperative program(s) consistent with the intent of this MoA will be subject to a separate written agreement before the start of any such project; (b) the Parties intend for this MoA to be non-binding, as material terms to the proposed transaction remain unresolved; (c) the Parties are not legally bound to each other unless and until a definitive separate written agreement is finalized and executed by duly authorized representative of each Party and, if applicable, upon the approval of the New York State Office of Attorney General (OAG) and New York Office of State Comptroller (OSC).

ARTICLE 5
FREEDOM OF INFORMATION LAW

VSCNU acknowledges that this MoA is subject to the New York State Freedom of Information Law ("FOIL") as set forth in Article 6 of the New York State Public Officers Law.

ARTICLE 6
GENERAL TERMS

Merger; Amendments and Modifications. This MoA sets forth the entire agreement of the Parties and supersedes all prior proposals, representations, communications, negotiations, and agreements between the Parties, whether oral or written, with respect to its subject matter. This MoA shall not be modified or supplemented except upon the mutual written consent of duly authorized representatives of the Parties hereto, and, if applicable, upon the approval of the OAG and OSC.

Timing of Announcements. The timing and content of any press or news releases concerning or relating to this MoA will be mutually agreed upon by the Parties. The Parties agree that their respective trademarks, service marks, and logos are registered trademarks or are owned by the respective Parties (the "Licensed Marks"). Consistent with the terms of this MoA, the Parties agree not to use, reproduce, copy, or create materials bearing each other's name, logos, or Licensed Marks without the prior review and approval of the owner Party.

Notices. All notices, requests, demands, and other communications required or permitted hereunder shall be in writing and delivered in person or by courier, receipt acknowledged, or mailed by certified mail, return receipt requested, postage prepaid, to the addresses set forth below:

STATE UNIVERSITY OF NEW YORK
BINGHAMTON UNIVERSITY
Address: 4400 Vestal Parkway East
P.O. Box 6000
Binghamton, NY 13902
U.S.A.
Attn: Office of International Education and Global Affairs
Phone: 607-777-2557

VASYL STEFANYK PRECARPATHIAN NATIONAL UNIVERSITY
Address: 57 Shevchenko St.,
Ivano-Frankivsk-76018, Ukraine

Attn: International Relations Office

Phone: +38(0342) 59-60-31

Or to such other address as may be hereafter designated by notice. All notices become effective only when received by the addressee.

VASYL STEFANYK CARPATHIAN NATIONAL UNIVERSITY

BINGHAMTON UNIVERSITY
STATE UNIVERSITY OF NEW YORK

This MoA is prepared in four identical copies in English and Ukrainian; each partner will hold one original copy duly signed by authorized representatives of each entity.

SIGNATURES

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their signatures.

Prof. Vasyl Ivan Yakubiv
Rector
Vasyl Stefanyk Carpathian National University
Ivano-Frankivsk, Ukraine

Date

Anne D'Alleva, Ph.D.
President
Binghamton University
Binghamton, New York, U.S.A.

8.25.26
Date

Liliia Turovska, PhD
Vice-Rector of Scientific and Pedagogical Work and International Affairs
Vasyl Stefanyk Carpathian National University
Ivano-Frankivsk, Ukraine

Date

Donald E. Hall, Ph.D.
Executive Vice President for Academic Affairs and Provost
Binghamton University
Binghamton, New York, U.S.A.

8/24/2026
Date