

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the "MOU") is made on the 12 August 2024

BETWEEN

UNIVERSITY OF LONDON an exempt charity and statutory corporation (number RC000661} with headquarters at Senate House, Malet Street, London, WC1E 7HU, England (hereinafter referred to as "**UoL**" or the "**University**")

AND

Tashkent State University of Law, a company incorporated in Uzbekistan, Company Registration Number 001956-10 and having its registered office at Sayilgokh 35 str., Tashkent 100047, Uzbekistan (hereinafter referred to as "**TSUL**").

each a "**Party**" and together the "**Parties**".

This MOU is not exhaustive and is not intended to be legally binding between the University and TSUL except as specifically provided otherwise in this MOU.

1. INTRODUCTION AND OBJECTIVES OF MOU

- 1.1 This clause is not intended to be legally binding.
- 1.2 This MOU is a statement of intent to foster genuine and mutually beneficial cooperation between the Parties.
- 1.3 TSUL is a company incorporated in Uzbekistan which is in the business of providing higher education and professional training.
- 1.4 The overarching purpose of this MOU is for the Parties to work together to develop their mutual engagement through the establishment of a Recognized Teaching Centre, as set out in further detail at Clause 2.2.

2. AREAS OF COOPERATION

- 2.1 This clause is not intended to be legally binding.
- 2.2 The Parties agree to develop the following collaborative activities:
 - 2.2.1 The discussion of Tashkent State University of Law to establish themselves as a recognised Teaching Centre of the University of London and to develop other educational partnerships and collaborations.
- 2.3 Where the Parties agree to carry out a specific programme or activity following discussions in relation to Clause 2.2 this shall be subject to the parties agreeing and executing a binding agreement in respect of such programme or activity.
- 2.4 The University and TSUL periodically and in common, may consider additional collaborative activities according to available budgets and resources of all Parties. Where applicable, the Parties agree that arrangements for such activities will be documented in separate and formal agreement(s) executed by the Parties.

3. TERM AND TERMINATION

- 3.1 This clause is not intended to be legally binding.

- 3.2 This term of this MOU shall commence on the date of signature by the last Party to sign it and shall remain in force for a period of two years at which time it shall automatically expire unless renewed by the written agreement of both Parties ("Term").
- 3.3 Either Party may terminate the MOU by giving six months' notice in writing to the other. The termination of this MOU shall not affect the implementation of the projects or programmes established under it prior to such termination where a formal legally binding agreement has been entered into between the Parties in respect of such projects or programmes.
- 3.4 This MOU may be terminated with immediate effect by either Party giving the other written notice at any time if the other Party:
 - 3.4.1 is in material breach of any of its obligations under this MOU and fails to remedy that breach (if capable of remedy) within 30 days after receiving written notice of the breach; or
 - 3.4.2 engages in any act or omission which has or is reasonably likely to, in the reasonable opinion of the other Party, embarrassed that party or otherwise brought that Party into disrepute or diminished that Party's reputation.

4. COLLABORATION ARRANGEMENTS AND FUNDING

- 4.1 This clause is not intended to be legally binding.
- 4.2 Following the execution of a first formal legally binding agreement by the Parties under clause 2 representatives of TSUL and the University may meet periodically to negotiate and conclude project agreements and programmes of collaboration to implement the collaborative activities envisaged under this MOU.
- 4.3 Following the execution of a first formal legally binding agreement by the Parties under clause 2, the financial arrangements, rights to intellectual property and arrangements arising out of each project arrangement and programme of cooperation will be set down in legally binding written agreements to be entered into in respect of each project agreement and programme of cooperation. Such legally binding written agreements shall specifically address the responsibility of each Party in meeting financial obligations in each case including but not limited to development costs, salaries, travel, living expenses, and any other costs associated with the relevant project arrangement and programme of cooperation.

5. ADHERENCE TO LAWS

- 5.1 This clause is intended to be legally binding.
- 5.2 Each Party undertakes to the other to comply with all applicable laws including without limitation in relation to applicable data protection, anti-bribery, anti-corruption facilitation of tax, anti-slavery and human trafficking legislation. A breach of this Clause 6.2 shall be deemed a material breach of the Memorandum.
- 5.3 Staff and students of TSUL involved in any activities under this MOU shall adhere to the laws of Uzbekistan and the applicable rules, regulations and procedures of TSUL.
- 5.4 Staff and students of the University involved in any activities under this MOU shall adhere to the laws of England and the applicable rules, regulations and procedures of the University, provided that when they are involved in any activities under this MOU while operating in Uzbekistan, the University shall procure that they adhere to the laws of Uzbekistan and the applicable rules, regulations and procedures of TSUL.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 This clause is intended to be legally binding.
- 6.2 Each Party acknowledges and agrees that for all purposes the intellectual property rights associated with the other Party constitutes the other Party's exclusive property.
- 6.3 Each Party acknowledges that nothing contained in this agreement shall give any right, title or interest in or to the ownership or use of the other Party's name and/or logo, save as granted under this MOU.
- 6.4 Each Party grants to the other for the Term only a non-exclusive, non-transferable, non-assignable, revocable, royalty-free licence to use its trade marks as necessary for the purposes of carrying out their obligations under this MOU, provided that each party obtains the other party's prior written consent as to the form and use of any trade marks on each occasion of intended use.
- 6.5 Each Party undertakes not to do or permit to be done any act which would or might jeopardise or invalidate any registration of the other Party's name and/or trademarks.
- 6.6 Each Party shall maintain the ownership of its intellectual property that it discloses under this MOU. Such intellectual property rights will therefore not be reproduced or transmitted in any other form or by any other means, electronic or mechanical, including, but not limited to, photocopying, recording on any storage or retrieval system, without the prior written consent of the intellectual property owner.
- 6.7 The rights in any intellectual property content that is developed jointly by the Parties after the commencement of this MOU will be subject to terms and conditions agreed by the Parties in writing.
- 6.8 All uses of a Party's trademarks, including all goodwill arising, shall accrue solely to the benefit of the Party who owns the respective trade mark.
- 6.9 All promotional literature and other materials prepared by the Parties in connection with this MOU shall bear appropriate copyright and trade mark notices as prescribed by the Parties.

7. CONFIDENTIALITY

- 7.1 This clause is intended to be legally binding.
- 7.2 Subject to obligations under legislation as may be applicable, both Parties, including their employees, subcontractors, advisers, and any party's holding company, shall maintain confidential, for the Term of this MOU and for five years from its expiry or earlier termination, any confidential information concerning the business, affairs, customers; clients or suppliers of the other party, and all discussion, plans or developments that arise from this MOU (the "Confidential Information"), unless otherwise agreed in writing by the Parties. The Parties shall only use the Confidential Information for the purpose set down in clause 1.4 to this MOU.
- 7.3 The Confidential Information obligations set forth in this clause 8 shall not extend to any information:
 - 7.3.1 which was lawfully in the possession of the receiving party or its advisers prior to such disclosure as evidenced by the receiving party's written records (or those of its advisers) and which was not acquired directly or indirectly from the disclosing party;
 - 7.3.2 which was at the time of disclosure or which through no act on the part of the receiving party becomes information generally available to the public; or
 - 7.3.3 which corresponds in substance to information furnished to the receiving party on a non-confidential basis by any third party having a legal right to do so.

- 7.4 Either Party may disclose the Confidential Information to the minimum extent required by any order of any court of competent jurisdiction or any competent judicial, governmental or regulatory body.

8. ANTI-BRIBERY MEASURES

- 8.1 This clause is intended to be legally binding.
- 8.2 Each Party undertakes to the other to comply with applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption in its own jurisdiction, as well as with the other's anti-bribery and gift and hospitality policies (where applicable) as may be amended from time to time, copies of which will be provided on written request. A breach of clause 9.1 shall be deemed a material breach of the MOU and either Party may immediately terminate the MOU by written notice to the other.

9. DATA PROTECTION AND FREEDOM OF INFORMATION

- 9.1 This clause is intended to be legally binding.
- Subject to the additional terms of any subsequent legally binding agreements entered into between the Parties, in the performance of obligations under this MOU, including without limitation all matters related to students and alumni, each Party undertakes to comply with their own respective national data protection legislation. The legislation includes, but is not limited to, the UK Data Protection Act 2018 and the United Kingdom General Data Protection Regulation for the University.
- 9.2 TSUL acknowledges that the University is a public authority for the purposes of the UK's Freedom of Information Act 2000 (FOIA) and Environmental Information Regulations 2004, and accordingly, may be required to release information about this MOU in accordance with the provisions of the FOIA. As and when requested by the University, TSUL will provide all reasonable assistance and co-operate with the University to enable the University's timely compliance with its disclosure obligations thereunder.

10. VARIATION AND REVIEW

- 10.1 This clause is not intended to be legally binding.
- 10.2 This MOU may only be amended by the mutual agreement of the Parties evidenced in writing and signed by a duly authorized representative of each Party.
- 10.3 This Memorandum will be reviewed on an annual basis by all Parties. It may be varied by the Parties' agreement, confirmed in a written amendment signed by each party's authorised signatory.

11. GOOD FAITH AND DISPUTE RESOLUTION

- 11.1 This clause is not intended to be legally binding.
- 11.2 In entering into this MOU, the Parties recognize that it is impractical to make provisions for every contingency that may arise during the course of the MOU.
- 11.3 Accordingly, the Parties declare their intention that this MOU shall operate between them in accordance with the principles of good faith, with fairness and without detriment to the interests of any Party and if any dispute arises, the

Parties shall use their reasonable endeavours to agree on such action as may be necessary and equitable to remove or resolve the dispute or cause of the same.

The Parties agree to use their reasonable endeavours to fulfil the intentions of this MOU and further undertake not to do anything or act in any way that may be inconsistent with the intention and spirit of this MOU. Each Party shall endeavour to conduct itself professionally and in a manner consistent with achieving a satisfactory, collaborative relationship.

12. MOU COSTS AND LIABILITY

- 12.1 This clause is not intended to be legally binding.
- 12.2 It is understood that the implementation of any of the types of cooperation stated in clause 2 shall depend upon the availability of resources and financial support of the Party or Parties concerned.
- 12.3 This MOU does not, in and of itself, obligate the Parties to any financial expenditure.
- 12.4 Other than where expressly set out to the contrary in this MOU, each Party shall bear its own costs in carrying out its obligations under this MOU.
- 12.5 Each Party shall remain liable for any losses or liabilities it incurs due to its own actions or omissions, and those of their employees, under this MOU. Neither Party intends that the other Party shall be liable for any loss the former Party suffers as a result of this MOU. Neither Party is permitted to incur costs on behalf of the other Party without such other Party's prior written consent and approval.
- 12.6 The Parties shall not become liable by any representation, act or omission of the other contrary to the provisions hereof.

13. EXCLUSIVITY

- 13.1 This Clause 14 is legally binding.
- 13.2 For the purposes of this Clause 14, Third Party Negotiations mean, in relation to the Parties, any negotiations between that Party, any member of its group (or any of their respective agents, employees, advisers or other representatives) and any third party for the entry into a commercial arrangement which is similar to or could reasonably be expected to conflict with Clauses 2.2, 2.3 and 18.3.
- 13.3 Immediately on signing this Memorandum of Understanding the Parties shall terminate, or procure the termination of, any Third-Party Negotiations currently taking place.
- 13.4 In consideration of the mutual undertakings each Party gives to the other in this Clause 14, neither Party shall, for a period of six months from the date of this Memorandum (Exclusivity Period), directly or indirectly:
 - 13.4.1 enter into, re-start, solicit, initiate or otherwise participate in any Third Party Negotiations;
 - 13.4.2 seek, encourage or respond to any approach that might lead to Third Party Negotiations;
 - 13.4.3 enter into any letter of intent, agreement, arrangement or understanding (whether or not legally binding) pursuant to any Third-Party Negotiations; or
 - 13.4.4 supply or otherwise disclose any information about itself or any member of its group to a party that wishes, or may wish, to enter into Third Party Negotiations (unless the information is publicly available).
- 13.5 The Parties shall ensure that their officers, employees, agents, advisers and other representatives, and members of its group and their respective officers, employees, agents, advisers, and representatives, comply with the undertakings in this Clause 14.

- 13.6 Each Party shall notify the other in writing (which includes email) immediately if, during the Exclusivity Period, it, or any member of its group, receives any indication from any third party (including any third party with whom it or any member of its group was having Third Party Negotiations prior to the date of this Memorandum) that such third party wishes to engage in Third Party Negotiations.

14. ENTIRE AGREEMENT

- 14.1 This clause is intended to be legally binding.
- 14.2 This MOU constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

15. LEGAL STATUS OF MOU

- 15.1 This clause is intended to be legally binding.
- 15.2 This MOU shall be a non-binding agreement between the Parties, except for clauses 7 (Intellectual Property Rights), 8 (Confidentiality), 9 (Anti-Bribery Measures), 10 (Data Protection and Freedom of Information), 14 (Exclusivity), 15 (Entire Agreement), 16 (Legal Status of MOU), 17 (Assignments), 18 (Notices and Liason), 19 (Rights of Third Parties), 20 (Governing Law and Jurisdiction) which shall be legally binding and which shall also survive expiry or earlier termination of this MOU.
- 15.3 This MOU does not constitute a contract for the transactions described herein or otherwise create any legally binding or enforceable obligation on the Parties (save for the clauses mentioned in clause 16.3) to enter into the legally binding agreements or otherwise consummate the transaction contemplated in this MOU. Accordingly, neither Party is under any obligation to continue to cooperate or negotiate on the matters set forth in this MOU beyond the expiration or the earlier termination of this MOU.
- 15.4 Except for clauses 7, 8, 9, 10, 14, 15, 16, 17, 18, 19 and 20 neither Party would have any rights against the other in respect of the subject matter of this MOU except as set forth in any definitive binding agreements executed by the Parties.
- 15.5 Any ongoing binding business relationship shall be subject to the approval of the both Parties and the execution of legally binding written commercial agreements.
- 15.6 Nothing in this MOU is intended to, or shall be deemed to establish any legal partnership or joint venture between the Parties, constitute either Party as the agent of the other Party, or authorise either of the Parties to make or enter into any commitments for or on behalf of the other Party.

16. ASSIGNMENTS

- 16.1 This clause is intended to be legally binding.
- 16.2 No Party shall assign or transfer any of its rights or obligations under this MOU without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed).

17. NOTICES AND LIASON

- 17.1 This clause is intended to be legally binding.

Any notice to be given by any Party shall be in writing and shall be deemed duly served if delivered personally or by prepaid registered post to the addressee at the

address or (as the case may be) the email address of the Party set opposite its name below

17.2 Notices shall be duly served:

- 17.2.1 in the case of a notice delivered personally, at the time of delivery; or
- 17.2.2 in the case of a notice sent by first class pre-paid post or by electronic transmission, seven clear business days after the date of dispatch or sending; or
- 17.2.3 in the case of an email, at the time the email is sent provided that:
 - i. the sender is not in receipt of a notification of failure of delivery and has complied with any instructions received in an automatic "out of office" or similar bounce back; and
 - ii. the sender has called the addressee by telephone and has spoken to the addressee or the individual indicated in any automatic "out of office" or similar bounce back and such individual has confirmed receipt verbally; and
 - iii. the sender has received an email confirmation of receipt from the addressee or the individual indicated in any automatic "out of office" or similar bounce back.

- 17.2.4 Each notice shall be addressed to the address of the Party concerned set out below or to such other address as that Party shall have previously notified to the other Party in accordance with this clause.

UNIVERSITY

Email: Peter.O'Hara@london.ac.uk
Attention: Peter O'Hara

TSUL

Email: international.tsul@gmail.com
Attention: Fitrat Umirov

- 17.3 The Parties have identified the following as responsible for ensuring this MOU is implemented, negotiate and agree its extension or termination, and, where relevant, ensure project plans, consultancy costs, visitors and library access have been jointly agreed and approved.

- 17.3.1 For University: Peter O'Hara or their delegate(s)

- 17.3.2 For TSUL: Fitrat Umirov or their delegate(s)

18. RIGHTS OF THIRD PARTIES

- 18.1 This clause is intended to be legally binding.

- 18.2 A person who is not a party to this MOU has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term hereof.

19. GOVERNING LAW AND JURISDICTION

- 19.1 This clause is intended to be legally binding.

- 19.2 The terms of this MOU shall be governed by and construed in accordance with the laws of England and each Party agrees to submit to the exclusive jurisdiction of the English courts.

- 19.3 This Memorandum has been executed in English. Any translation into another language must set the same obligations for all Parties as the original document. No other translation shall have official status.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be duly executed. Each Party warrants and represents that its respective signatures appear below have been and are on the date of signature duly authorized to execute this Memorandum of Understanding

Islambek Rustambekov	Sayilgokh 35 str Tashkent 100047 Uzbekistan
Acting Rector	Date: <i>12.08.2024</i>
Tashkent State University of Law	Signature: <i>Islambek Rustambekov</i>



Holly Shiflett	Stewart House 32 Russell Square London WC1B 5DN United Kingdom
Executive Director of University of London Worldwide	Date: 12.08.2024
University of London	Signature: DocuSign Envelope ID: 42949D67-8529-4BC4-9C4E- A6F2A8F15C4E