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. Sargs 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: Sargs Hayotsyan
(Orbeli Brothers Street 22, Yerevan, 0028, RA)
Telephone: +374 10 21 01 40/ 111
Email: s.hayotsyan@hesc.am

For TUM International GmbH:
Managing Director
Attention: Friederike Hettinger
TUM International GmbH
Registration number HRB 173096 (District Court Munich, Amtsgericht München)
Freddie-Mercury-Straße 5, 80797 Munich, Germany
Telephone: +49 (0) 151 57634270
Email: hettinger@tum-international.com
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 0 (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

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

Friederike Hettinger
Managing Director

Sargs Hayotsyan
Chairman