



MEMORANDUM OF UNDERSTANDING
between
BCS, The Chartered Institute for IT
and
IT Ukraine Association

This Memorandum of Understanding (“**Memorandum**”) is signed between:

- 1) **BCS, The Chartered Institute for IT**, a body incorporated by Royal Charter in England and Wales (registered number RC000724) and a registered charity (number 292786) whose principal office is at 3 Newbridge Square, Swindon SN1 1BY (“**BCS**”); and
- 2) **IT Ukraine Association**, a professional community that unites the interests of business, state and international partners for the development of the IT industry in Ukraine. The Association’s principal office is at 04071, Kyiv, str. Yaroslavska, 58 (Astarta Organic Business Centre).

Hereafter referred as “Parties” and each a “Party”.

.....
 ...

1. Background

The **IT Ukraine Association** is the largest national association of IT companies, which represents the interests of more than 82000 IT professionals and over 120 companies. The Association’s mission is to provide favorable conditions for the sustainable development of information technology in Ukraine through 4 main areas of its work: Government Relations, International Relations, Education, and CSR. Since the beginning of the war, it contributes to the ongoing development of the industry and provides centralized support to the army and people.

BCS, The Chartered Institute for IT is the professional body for information technology. Our purpose, as defined by Royal Charter, is to promote and advance the education and practice of computing for the benefit of the public. With over 60,000 members, BCS brings together academics, practitioners, industry and government to share knowledge, promote new thinking, inform the design of new curricula, and shape policy.

Our agreement

IT Ukraine Association and BCS, The Chartered Institute for IT agree to strengthen ties and cooperation with the aim of keeping technology at the heart of a prosperous and peaceful society.

By - supporting economic development and attracting sustainable investment, promoting digital skills and education, growing a diverse, ethical and trusted technology sector, and advocating for the societal and economic benefits of membership of our respective organisations.

2. Purpose and Scope

IT Ukraine Association and BCS, The Chartered Institute for IT agree on the following main areas of cooperation:

1. Maintain frequent and regular contact with each other for exchange of non-confidential information focusing on making IT Good for Society:
2. Facilitate introductions between our members and member organisations to build international business partnerships, open up employment opportunities and collaborate on campaigns.
3. Organise conferences, round table discussions, roadshows, webinars and other events to promote our shared priorities and grow our networks.
4. Maintain and share appropriate data on the latest trends and emerging practices in areas such as digital skills capacity and digital transformation.
5. Coordinate efforts to grow and diversify the technology profession, by engaging with policy makers, industry, the public and educators.
6. Collaborate on awareness raising, PR, research reports and policy positions in areas such as AI, cyber security, data science, business analysis, education, skills training, and leadership.
7. Any other matters that fall within the scope of further development of the tech ecosystem.

3. Data Protection

For the purpose of this clause:

“Data Protection Legislation” means:

- To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of Personal Data.

- To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Party is subject, which relates to the protection of Personal Data.

“**EU GDPR**” means: the General Data Protection Regulation ((EU) 2016/679).

“**Personal Data**”: as defined in the Data Protection Legislation.

“**UK GDPR**”: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

Intended activities under this Memorandum shall be carried out in compliance with applicable laws and regulations. The Parties undertake to implement measures, while taking into account the nature and purpose of the cooperation, in order to ensure compliance with the applicable requirement of the Data Protection Legislation.

4. Non-Solicitation

Neither Party (directly or indirectly, by itself or on behalf of third parties) shall conduct any purposeful action and/or activities that have the object to agitate IT specialists and/or IT companies established the other Party’s country to relocate outside of such country, as well not use any information obtained during the cooperation with the other Party for the abovementioned purposes.

5. Term

5.1 This Memorandum shall come into force on the date of its signature and will be valid for a period of one year, with automatic renewal, unless either Party informs the other Party about its intent to not prolong the Memorandum giving 15 (fifteen) days’ writing notice (“**Term**”).

5.2 This Agreement can be terminated at any time by any Party giving 15 (fifteen) days’ writing notice.

6. Amendments

This Memorandum may be amended in writing by mutual consent of the Parties.

7. Intellectual Property Rights

7.1 All intellectual property content that is developed jointly by the Parties after the commencement of this Memorandum will be jointly owned by the Parties and subject to any other terms and conditions as may be agreed by them subsequently in writing.

7.2 Any intellectual property that is owned by either of the Parties, pre-dating this Memorandum, which is exploited or modified under this Memorandum, will remain the sole property of that Party. It will therefore not be reproduced or transmitted in any other form or by any other means, electronic or mechanical, including photocopying, recording on any storage or retrieval system, without the prior written consent of the intellectual property owner.

7.4 Use of any logos, trademarks, intellectual property, copyright materials, etc. will be in accordance with each Party's guidelines that may be supplied from time to time.

7.5 Neither Party shall use nor permit any person or entity to use the name, logo (or any variation thereof), intellectual property, copyright materials, etc., of the other Party without the other Party's prior written consent.

8. Confidentiality

8.1 During the Term, a Party (the "Disclosing Party") may disclose to the other Party (the "Receiving Party") information including, but not limited to, plans, ideas, operations, processes, intentions, production information, know-how, copyrights, design rights, trade secrets, market opportunities, business affairs and/or technical activities (together being "Information").

8.2 The Receiving Party shall:

- (a) keep the Information confidential and only use the Information, in whatever form, for the purposes of the Parties' co-operation under this Memorandum.
- (b) not copy or reduce to writing any Information except as may be reasonably necessary for the purposes of the Parties' co-operation under this Memorandum.
- (c) not disclose the Information to its officers, employees, or advisors except to the extent required for the purposes of the Parties' co-operation under this Memorandum.
- (d) not disclose the Information to any third party without the prior written consent of the Disclosing Party.
- (e) procure that any of the persons specified in clause 8.2 (c) above to whom any of the Information is disclosed shall act in all respects as if such person is bound by this clause 8.

8.3 The obligations set out in clause 8.2 above shall not apply to any Information which:

- (a) is in, or comes into, the public domain other than by breach of this Memorandum.
- (b) the Receiving Party can show was legitimately in its possession prior to receipt from the Disclosing Party.
- (c) is properly received by the Receiving Party from a third party who is rightfully in possession of it and who is free to disclose the same.
- (d) the Disclosing Party consents to being disclosed by the Receiving Party, subject always that any consent to disclose Information must be in writing.
- (e) the Receiving Party can demonstrate that it developed independently of any Information provided to it by the Disclosing Party; or
- (f) the Receiving Party is under a legal obligation to disclose.

8.4 Neither the execution of this Memorandum nor the provision of any Information hereunder shall be construed as granting either expressly, by implication, otherwise any right or license to use such Information except for the purposes of the Parties' co-operation under this Memorandum.

8.5 The Receiving Party shall: i) at the request of the Disclosing Party; or ii) upon termination or expiry of its notice to terminate this Memorandum, return to the Disclosing Party all Information.

8.6 The obligations of confidentiality contained within this clause 8 shall bind each Party for five years after termination (howsoever caused).

9. Assignment

Unless this Memorandum expressly states otherwise, no right or obligation arising under this Memorandum may be assigned, transferred or otherwise disposed of, in whole or in part, without the prior written agreement of the Parties.

10. Liability

10.1 Other than clauses 7 (Intellectual Property Rights), 8 (Confidentiality), 10.2 (Liability), 10 (Costs), 12.2 (no partnership) and 12.4 (governing law and jurisdiction), the provisions in this Memorandum are non-binding and are intended to provide the general principles for cooperation between the Parties.

10.2 Subject to clause 10.1, no Party will make any claim against or be liable to another Party for any loss or damages including, but not limited to, any consequential damages or lost profits arising from any discussions, actions taken in reliance on this Memorandum or for termination of the Memorandum. This clause shall survive termination (howsoever caused).

11. Costs

Each Party will bear its own costs incurred in connection with i) the negotiation and execution of this Memorandum; and ii) the performance of its roles and responsibilities under this Memorandum.

12. General

12.1 The terms of cooperation of this Memorandum are subject to resources and availability of time of all parties involved.

12.2 Nothing in this Memorandum is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party. Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

12.3 No Party shall make any announcement relating to this Memorandum or its subject matter without the prior written consent of the other Party except as required by law or by any legal or regulatory authority.

12.4 The construction, validity and performance of this Memorandum shall be exclusively governed by the laws of England and Wales and the Parties submit to the exclusive jurisdiction of the courts of England and Wales to settle any dispute or claim arising out of or in connection with this Memorandum or its subject matter or formation (including non-contractual disputes or claims)

This MoU is signed on Thursday 20th October 2022.

For and on behalf of

IT UKRAINE ASSOCIATION

Executive Director

Konstantin Vasyuk

For and on behalf of

BCS, The Chartered Institute for IT

Group Chief Executive Officer

Rashik Parmar MBE

Signature

Signature