

DOCUMENT OF UNDERSTANDING

Referred to as „DoU”, by:

IBM Global Services Delivery Centre Polska sp. z o.o. with its registered seat and office in Wrocław, ul. Muchoborska 8, 54-424 Wrocław, registered registered with the District Court for Wrocław-Fabryczna in Wrocław, VI Economic Section of Domestic Court Register in the Enterprise Register, KRS entry no.: 0000333717 initial capital amounting to PLN 2.923.000, tax identification number (NIP) 894-297-87-09 (hereinafter referred to as „**IBM**”), duly represented by:

Piotr Warcholiński – Management Board Member

and

National Technical University “Dnipro Polytechnic”, 49005, Ukraine, Dnipro, Dmytro Yavornytskoho ave, 19 (hereinafter referred to as „**University**”), duly represented by: **Pivnyak Gennadiy – Rector.**

IBM and University shall be hereinafter referred to individually as „**Party**” jointly as the „**Parties**”

Section 1

1.1 Under this DoU IBM and University wish to establish cooperation in the field of Cyber Security Area.

1.2 The Parties shall agree to cooperate within the following scope:

- The practical knowledge of IBM products and services during the theoretical and practical courses held at the University,
- Additional training courses for University’s students and research workers,
- Increasing University’s competitiveness on the market.

1.3 The Parties shall agree to cooperate under the scope defined herein for five years, starting from the academic year 2018/2019.

Section 2

2.1 Organization of cooperation:

- The Parties shall appoint the following persons to be members of the Coordination Committee, supervising and performing the cooperation process:
 - For University: Dmytro Tymofieiev, Oleksandr Kruchynin, Vadym Mieshkov,
 - For IBM: Arkadii Kosoburov, Jaroslaw Jackowiak.
- Each Party should notify the other Party in writing (including mail) on any change referring to the above persons.
- Decisions of the Coordination Committee shall be taken unanimously and drawn up in writing.

2.2 The first Coordination Committee meeting shall take place within 30 elapsed days after this DoU is signed.

2.3 Starting the cooperation Parties shall agree:

- To direct University's students, to required event, to the students trainings organized with support of IBM.
- To recruit University's students for the trainings in accordance with the numbers and dates agreed by both Parties.

Section 3

3.1 This DoU does not create any liabilities between the Parties, and in particular it is not treated as a promise to conclude an agreement or a preliminary agreement.

3.2 Neither Party shall be liable to the other Party for (i) any other Party's claims arising from the DoU (ii) any incidental, economic consequential and other indirect damages (including lost of anticipated savings).

3.3. Neither Party shall have the right to assume any responsibilities, liabilities nor to dispose any rights on behalf of the other Party, without the other Party's express consent to be made in writing or otherwise be null and void.

3.4 Each Party shall be fully responsible for its own costs and expenses, as well as for its financial obligations and warranties arising from the DoU.

3.5 Neither provision hereof shall create a joint venture, nor civil partnership between the Parties.

Section 4

All the information exchanged between that Parties shall not be deemed confidential, unless the Parties state otherwise and agree to sign a separate confidentiality agreement.

Section 5

This Document of Understanding may be terminated by each Party, effective at the end of the academic year, provided the cooperation between the Parties in not continued.

Section 6

Any change to the provisions hereof requires both Parties' written consent: otherwise shall be deemed null and void.

Section 7

The DoU is governed by the laws of Poland. Any disputes arising from the DoU or in connection with it, including its validity will be finally settled by the state courts in Warsaw, Poland, competent for the registered seat of IBM.

Section 8

The DoU has been drawn up in two identical copies, one copy for each Party in English language.

For IBM:



CZŁONEK ZARZĄDU
IBM Global Services
Delivery Centre Polska Sp. z o.o.
Piotr Warcholiński
(11)

For the University:




12 -03- 2019

AMENDMENT TO DOCUMENT OF UNDERSTANDING IN MATTERS OF ENTRY INTO THE RIGHTS AND OBLIGATIONS

(hereinafter referred to as "Amendment")

signed by and between:

IBM Global Services Delivery Centre Polska Sp. z o. o., having its seat at ul. Muchoborska 8, 54-424 Wrocław, Poland, registered with the District Court for Wrocław-Fabryczna in Wrocław, VI Economic Section of Domestic Court Register in the Enterprise Register, KRS entry no.: 0000333717, with the initial capital of PLN 2 923 000,00, tax identification (NIP) no.: 894-297-87-09 hereinafter referred to as "**IBM GSDC**", represented by the single acting Board of Members:

Piotr Warcholiński – Board Member,

Mariusz Świętochowski – Board Member,

Zbigniew Traczyk – Board Member,

and

Dnipro University of Technology, 49005, Ukraine, Dnipro, Dmytra Yavornytskoho ave, 19 hereinafter referred to as "**University**", duly represented by: Oleksandr Aziukovskyi - Acting Rector

and

IBM Polska Sp. zo.o., having its seat at ul. Poland, registered with the District Court for the Capital City of Warsaw, KRS entry no.: 0000012941, with the initial capital of PLN 19.899.000, tax identification (NIP) no.: 5260300724, hereinafter referred to as "**IBM**" represented by the single acting Board of Members:

Marcin Kałuża – Board Member,

Jarosław Szymczuk – Board Member,

Jarosław Kaczmarczyk – Board Member

IBM GSDC, University and IBM shall be hereinafter referred to jointly as the "**Parties**" and individually as a "**Party**".

RECITALS:

Whereas, IBM GSDC and University entered into in the Document of Understanding in the wording as attached to this amendment, hereinafter called the "Letter of Intent";

Whereas, Letter of Intent is connected with the cooperation concerning Cyber Security area, which this field will no longer stay within IBM GSDC and will be transferred fully to IBM as of June 1st 2021 ("Transfer Date");

Whereas, the intention of the Parties is the uninterrupted continuity of the Letter of Intent, the Parties hereby confirm the entry of IBM into the rights and obligations of IBM GSDC as the party to the Letter of Intent, as of the date of this Amendment signature by the last Party ("Amendment Date"). IBM GSDC is not a party of the Letter of Intent anymore.

Now, therefore, the Parties agree as follows:

§1

The Parties hereby confirm and accept that on Amendment Date IBM shall become a party to the Letter of Intent and shall assume the relevant rights and obligations thereunder.

§2

The other provisions of the Letter of Intent shall remain unchanged.

This Amendment is signed in three identical copies, one for each Party.

Appendix 1 to this Amendment shall constitute an integral part of it.

IBM GSDC:

Elektronicznie podpisany przez
PIOTR WOJCIECH WARCHOLIŃSKI
Data: 2021.10.22 12:54:20 +02'00'

Authorized signature Date

University:



Authorized signature Date

IBM:

Signed by /
Podpisano przez:
Jarosław
Kaczmarczyk
Date / Data: 2021-
10-22 15:38

Appendix 1 - Signed Letter of Intent