



## MEMORANDUM OF UNDERSTANDING FOR ACADEMIC COOPERATION BETWEEN VYTAUTAS MAGNUS UNIVERSITY AND LUTSK NATIONAL TECHNICAL UNIVERSITY

- 1. Vytautas Magnus University (VMU), legal entity code 111950396, address K. Donelaicio str. 58, Kaunas, Lithuania, represented by rector prof. Juozas Augutis, acting in accordance with the Statute of VMU, and Lutsk National Technical University (LNTU), legal entity code 05477296, address Lvivska street, 75, Lutsk, Volyn region, 43018, Ukraine, represented by rector prof. Iryna Vakhovych, acting in accordance with the Statute of LNTU, (hereinafter collectively referred to as the 'Parties' and separately as the 'Party') to this Memorandum of Understanding (MoU) for academic cooperation (hereinafter referred to as 'MoU'), for the purpose of furthering cooperation and strengthening friendly relations through both educational and academic exchange, hereby affirm their intent to promote such exchanges that will be of mutual benefit for their respective institutions.
- 2. Educational and academic exchanges are considered in this MoU to include, but not be limited to, the following activities and projects:
  - 2.1. Development of mutually beneficial academic programmes and courses;
  - 2.2. Exchange of the academic staff for the purposes of teaching, competence development, and collaborative research:
  - 2.3. Reciprocal assistance for visiting academic staff and students;
  - 2.4. Coordination of such activities as joint research, lectures, training;
  - 2.5. Exchange of documentation and research materials in the fields of mutual interest provided to the best knowledge of the respective Parties;
  - 2.6. Exchange of students for study and research;
  - 2.7 Development of double diploma programmes.
- 3. Development and implementation of specific activities and projects based on this MoU will be negotiated separately between faculties, schools or institutes which carry out specific activities and projects. Prior to commencement of any such activity or project, a specific agreement identifying all the terms and conditions will be drawn up and signed by both Parties. Each Party agrees to carry out the specific activities and projects in accordance with the laws and regulations of the respective countries after full consultation and approval.
- 4. It is understood that development and implementation of any type of specific activities and projects, as outlined in Clause 2, shall depend upon the availability of resources and financial support of the Parties concerned.
- 5. Should the collaborative research activities under this MoU result in any potential for intellectual property, each Party shall seek an equitable and fair agreement as to the ownership and other property interest that may arise.
- 6. The Agreement does not create any financial obligations for the Parties, is based on good faith and mutually beneficial cooperation of the Parties, making every effort and, as far as possible, seeking to implement objectives that are set out in the MoU.
- 7. The liability of the Parties under this MoU is limited to direct damages.
- 8. Parties undertake to refrain from any action that would violate the terms of this MoU, that could harm the interests, reputation, and relations between Parties.

- 9. Neither Party shall have a right to assign any right or obligation under this MoU to any third party without the prior written consent of the other Party.
- 10. This MoU may only be amended or modified by a written agreement signed by the representatives of each Party.
- 11. This MoU is valid for a period of five (5) years from the date of signing by the authorized signatories of each Party. Each Party shall review the status of the MoU at the end of the five-year period to determine whether it wishes the validity of the MoU to be extended, and if so, any modifications that might be necessary. The period of validity of this MoU may only be extended by the mutual written consent of both Parties.
- 12. This MoU may, at any time during its period of validity, be amended or terminated by one of the Parties upon prior notice in writing no later than 30 (thirty) calendar days before the date of termination or amendment. Parties undertake to complete activities and projects started as stated in the Clause 2, regardless termination of the MoU, unless MoU is terminated due to non-performance of the other Party's obligations under this MoU and only in cases where specific agreements as stated in Clause 3 do not provide otherwise.
- 13. Any amendment or termination of the MoU shall not have an effect on any specific activities or projects that are in accordance with Clause 3 and are already in place at the time that the notice is provided, unless it is agreed upon otherwise by both Parties.
- 14. The Parties may disclose certain confidential information to the other Party in relation to any future proposal made under this MoU. Each Party therefore agrees that the content of this MoU and the negotiations in relation to any future proposal remains strictly confidential and each Party hereby undertakes not to disclose the same to any third party, save for its professional advisers, without prior written consent of the other Party except where such disclosure is required by law (including, without limitation, under applicable freedom of information legislation).
- 15. During the implementation of MoU personal data shall be processed in accordance with the provisions of the General Data Protection Regulation (GDPR) and other legal acts.
- 16. This MoU is concluded in duplicate in English.
- 17. Each Party designates a person to serve as a liaison for implementing this MoU.

For VMU side:

Name: Vaidas Dačiola

Position: Head of International Cooperation and

Marketing Unit

Department: International Cooperation Address: V. Putvinskio 23, Kaunas, Lithuania

Telephone: +370 37 327981 E-mail: Vaidas.daciola@vdu.lt

international@vdu.lt

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PERSITAS

Juozas

For LNTU side:

Name: Tetiana Korneiko

Position: Head of International Relations Office

Department: International Relations Office Address: Lvivska street, 75, Lutsk, Ukraine

Telephone: +380 332 74 61 50 E-mail: inter\_ldtu@ukr.net

Signed for and on behalf of Vytautas Magnus University by:

2023-11-23

Signed for and behalf of Lutsk National Technical University by:

Rector

Irvna Vakhovych VIII VALLE VAL