

**FRAMEWORK AGREEMENT FOR COOPERATION BETWEEN THE UNIVERSITY OF BARCELONA
(KINGDOM OF SPAIN)
AND
THE STATE INSTITUTION "LUHANSK TARAS SHEVCHENKO NATIONAL UNIVERSITY" (UKRAINE)**

BY AND BETWEEN

The first party, Dr. Raul Ramos Lobo, Vice-Rector for Internationalization Policy at the University of Barcelona, (hereinafter referred to as "UB"), representing this institution by means of the resolution adopted by the Rector dated 14 February 2022, and in virtue of the powers conferred on him by the Statute of the University of Barcelona approved by Decree 246/2003, 8 October (DOGC no. 3993, 22 October),

And the second party, Dr., Prof., Olena L. KARAMAN, Rector of the State Institution "Luhansk Taras Shevchenko National University", representing this institution in virtue of the powers conferred on her by the Statute of the State Institution "Luhansk Taras Shevchenko National University" approved by the Decree of the Ministry of Education and Science of Ukraine #491, 30.01.2021 (<http://luguniv.edu.ua/wp-content/uploads/2021/05/statut2021.pdf>),

Both parties, in the exercise of the functions assigned to them by law, mutually acknowledge the sufficient legal capacity to enter into this agreement

WHEREAS

I. The duties of the UB, in its capacity as a public institution entrusted with the public provision of higher education through research, teaching and study, include collaboration with government bodies, institutions and other universities in the preparation and implementation of plans and initiatives for scientific innovation, cultural dissemination and social development.

II. The main objectives of LTSNU are: provision a high level of educational services allowing to pursue higher education degree and relevant qualifications for the chosen specialty; provision of top research by means of introduction of models combining education, science, and innovation, enhancing integration into global educational and research community; provision of holistic combination of education, research, innovation and educational activity; to maintain and increase the moral, cultural, educational, scientific achievements and values of the society; to disseminate knowledge among the population, increase educational and cultural level of citizens; to establish the conditions for the realization within the educational process of abilities and talents of its main actors.

III. The parties express their willingness to establish a framework cooperation which shall enable them to collaborate in all areas of university activity.

In witness whereof, the parties agree to sign this agreement in accordance with the clauses established hereunder.

CLAUSES

First. PURPOSE

Both parties are interested in establishing a global framework agreement between the University of Barcelona and the State Institution "Luhansk Taras Shevchenko National University", to promote initiatives in scientific, pedagogic and technical interchange in all areas of university activity.

Second. ACTIVITIES

The framework agreement shall comprise a range of activities, though principally:

- lecturer, researcher and student exchange programs of predetermined duration;
- exchange of research materials, academic and pedagogic materials, and publications;
- participation of students, lecturers and researchers in study programs at the respective universities;
- participation in conferences, seminars, symposiums and presentations, and other activities organized by any of the parties to this agreement;
- joint organization of postgraduate activities.
- creation of joint research groups.

The cooperation agreement will comprise a specific annual program based on the mutual agreement of the two parties. This annual program shall be subject to the approval of the corresponding authorities in accordance with the procedures established by each of the parties involved, and shall also be subject to any specific agreements considered necessary.

Third. ECONOMIC AGREEMENTS

This agreement does not imply an economic commitment on the part of any of the signatory entities.

Fourth. SUPERVISORY COMMITTEE.

A Supervisory Committee will be created and formed by the Vice-rector of Internationalization Policy of the University of Barcelona or duly authorized delegate, and by the Head of the International Relations Office of the State Institution "Luhansk Taras Shevchenko National University" Iryna V. MYHOVYCH, Dr.Sc., Professor.

The Supervisory Committee will coordinate and evaluate all activities and aspects of the contractual relationship between the two institutions. The Supervisory Committee will also oversee the development of the program to ensure compliance with the terms of this cooperation agreement.

Fifth. IMAGE

The signing of this agreement does not authorize any of the parties to use the logo or trademark of the other party, unless express written authorization has been obtained from the governing bodies of each institution.

Sixth. INFORMATION RELATING TO THE PROCESSING OF PERSONAL DATA OF PERSONS REPRESENTING THE SIGNATORY PARTIES

The data controllers of the personal data collected in this agreement from the representatives as well as from the contact persons that are necessary to manage its execution are each of the signatory parties. The contact details of the data controllers are as follows:

- UB (General Secretary): Gran Via de les Corts Catalanes, 585, 08007 Barcelona; secretaria.general@ub.edu

- State Institution "Luhansk Taras Shevchenko National University": Koval Str., 3, Poltava, Poltava Oblast, 36003; international.lnu@gmail.com.

The purpose of the processing is the management, monitoring and execution of this agreement. The lawful basis for the processing, in accordance with art. 19 of the LOPDGDD, is the fulfilment of a mission carried out in the public interest in the case of those data controllers of art. 77.1 of the LOPDGDD, or the satisfaction of a legitimate interest of the controller in other cases. Personal data will be kept for the time necessary to fulfil the purpose for which they were collected and to determine the possible responsibilities that could be derived. The transfer of data to third parties is not envisaged, unless there is a legal obligation to do so.

The data subjects can access to the data, request data rectification, data erasure and data portability, and request objection or restriction of processing, by writing to the data controller at the addresses indicated above. If they consider that their rights were not attended well enough, they can contact the data protection officer of each party:

- UB: Gran Via de les Corts Catalanes, 585, 08007 Barcelona; protecciodedades@ub.edu
- State Institution "Luhansk Taras Shevchenko National University": Koval Str., 3, Poltava, Poltava Oblast, 36003; international.lnu@gmail.com.

Data subjects can also lodge a complaint with the competent data protection supervisory authority.

The parties undertake to provide the content of this clause to the contact persons of their institution who participate in the implementation of this agreement.

Seventh. DURATION

This agreement shall come into effect on the date it is signed and shall have a duration of 4 years. Both parties may extend the agreement before its expiry for additional periods, with a maximum length of four (4) years, upon presentation of a specific written request.

Eighth. WITHDRAW

The parties may withdraw from the agreement upon presentation of written notification with a period of notice of 2 months. Such termination of the agreement shall not give the right to either party to seek compensation of any nature whatsoever.

In any case, the parties undertake to complete development of any actions already initiated when the withdrawal is notified.

Ninth. REVISION

Either party may request the revision of the agreement at any moment. Should the agreement be revised, this must be by mutual agreement of both parties and of the competent authorities. Any agreement that modifies the terms that are presented in this text must be documented and added to this initial agreement.

Tenth. TERMINATION OF THE AGREEMENT

The agreement may be terminated on the following grounds:

- a) Expiry of the stated term of the agreement.
- b) Mutual agreement between the Parties before the end of the stated term.

- c) Unforeseen legal or material impossibility of achieving the objective of the agreement.
- d) Serious, repeated breach by either of the Parties of any of the essential clauses in the agreement.

In this case, the party in breach should first be notified and required to meet their obligations. This requirement will be communicated to the Monitoring Committee.

If, after the period indicated in the requirement, the party remains in breach, the agreement will be considered terminated.

- e) The complaint of one of the Parties, communicated to the other party expressly in writing
- f) By legal ruling declaring the agreement null and void.
- g) Any other grounds provided for in the applicable legislation.

Eleventh. JURISDICTION

Any legal questions that might arise in the interpretation or application of this agreement shall be settled by the mutual decision of the two parties and if this were not possible, they shall be submitted to the decision of the authorities in Spain.

Twelfth. TRANSPARENCY

The signed agreement could be made available to citizens pursuant to the provisions of Law 19/2014, of December 29, of Transparency, Access and Good Governance and other regulations affecting the implementation of this Law.

In witness whereof, the parties sign two copies of this agreement, in English, at the place and on the date recorded below.

Barcelona, 17/04/2023

On behalf of the
UNIVERSITY OF BARCELONA

Dr. Raul Ramos Lobo
Vice-Rector for
Internationalization Policy
Delegated by the rector



UNIVERSITAT DE
BARCELONA

On behalf of the
STATE INSTITUTION "LUHANSK TARAS
SHEVCHENKO NATIONAL UNIVERSITY"

Dr. Olena Kataman
The Rector

