

**MEMORANDUM OF UNDERSTANDING
BETWEEN
STATE INSTITUTION "LUHANSK TARAS SHEVCHENKO
NATIONAL UNIVERSITY",
AND UNIVERSIDAD ANTONIO DE NEBRIJA**

Madrid, on _____

ON ONE SIDE STATE INSTITUTION "LUHANSK TARAS SHEVCHENKO NATIONAL UNIVERSITY", HEREAFTER REFERRED TO AS "**LTSNU**", REPRESENTED BY ITS RECTOR, DR. OLENA KARAMAN, ACTING ON BEHALF OF STATUTE, APPROVED BY THE DECREE OF THE MINISTRY OF EDUCATION AND SCIENCE OF UKRAINE #491, 30.01.2021; ON THE OTHER SIDE, UNIVERSIDAD ANTONIO DE NEBRIJA, SPAIN, HEREAFTER REFERRED TO AS "**UNNE**", REGISTERED IN CAMPUS DE CIENCIAS DE LA VIDA EN LA BERZOSA, 28248, HOYO DE MANZANARES, MADRID, REPRESENTED BY ITS RECTOR, DR. JOSÉ MUÑIZ FERNÁNDEZ; IN LINE WITH THE FOLLOWING CLAUSES AND STATEMENTS.

STATEMENTS:

- I. The parties are institutions with full capacity to engage, and whose essential purposes are teaching and investigation.
- II. That the people signing this agreement are legally authorized representatives of each institution.
- III. The parties coincide in the interest of promoting teaching, investigation and training, reason for which it is their will to endorse the present agreement in the clauses and conditions established below:

CLAUSES:

FIRST. The present agreement seeks to establish the bases and criteria upon which UNNE and LTSNU will establish cooperative academic, scientific and cultural collaboration.





SECOND. The parties declare their interest in collaboration in the development of the following:

- a) To collaborate in research and development projects involving both institutions, exchanging information and appropriate personnel;
- b) To offer university training programs for undergraduates and graduates including, Academic Programs, Degree Programs, Master and Training Programs for teachers and any others that meet the specific needs of both institutions;
- c) To propose the exchange of publications and other materials of common interest;
- d) To propose the exchange of professors, personnel, and students;
- e) All others upon which both parties agree to for the implementation of the present agreement.

THIRD. The parties agree that the specific programs resulting from this agreement will be categorized as specific collaboration agreements, annexed to this one, after being signed by the legal representatives of both institutions. For its development, activities will be detailed, as well as the responsibilities of each party and the budget for each activity.

FOURTH. The parties will designate members of their personnel to be responsible for the monitoring of this agreement and all of the specific ones that are signed.

FIFTH. The parties commit to respect the existing and applicable clauses in the development of the work programs.

SIXTH. The personnel designated in each party for the implementation of any joint action will depend exclusively on the institution with which they have established their labor relationship.

SEVENTH. The present agreement will be effective for 5 years from the date of signing. When it expires, it will be automatically renewed for the same length of time, unless one or both of the universities express in writing a desire to discontinue the relationship, which should be received by the other university two (2) months before the expiration date. In any case, all pending activities at the time of ending the agreement will be completed, even if they extend beyond the end date of the agreement.

EIGHTH. Both parties agree to treat the academic, scientific and technical information that may be received from the other party during the development of the programs in accordance with its confidential nature, ensuring the restricted circulation of said information



collaboration and the payment of the economic value of the agreement. The only appropriate treatment is the execution of the agreement, so the provision of data for this purpose is mandatory and would prevent compliance otherwise.

The data will be kept for that purpose during the entire time the agreement is in force and, even afterwards, for the entire time required by the applicable legislation and until the possible responsibilities derived from it expire.

The parties have the right to request access to their personal data, rectification or deletion, as well as the limitation of its treatment, to oppose it and the portability of their data. Faced with any violation of their rights, a claim may be filed with the Spanish Agency for Data Protection.

The parties have the right to complain before the Control Authority (Spanish Agency for Data Protection www.aepd.es).

TENTH. The parties expressly accept the content and ethical values established in the Code of Conduct and Anticorruption Policy of the other party, whose content they know, formally committing to put it into practice in each and every one of the decisions, processes and activities developed in collaboration with the University, as well as not carrying out any practice that in any way may lead to a violation of applicable laws or regulations related to corruption.

Likewise, the enforcement of this Code and Policy is mandatory to all third parties involved on their own in all activities developed jointly.

Failure to comply with the provisions of this clause, as well as any unethical behavior that may arise during the relationship of the parties must be reported immediately, will be cause for resolution and, where appropriate, will result in demanding lawful compensation for damages that may arise.

ELEVENTH. This contract has a private nature and is regulated by Spanish legislation. The collaboration relationship provided for in this agreement excludes any employment relationship between the parties.

The parties undertake to resolve amicably any disagreement that may arise in the development of this Collaboration Agreement. In case of divergences in the interpretation



and execution of the same or the specific agreements or contracts that result, the Courts and Tribunals of Madrid will be the only ones with competency, the parties expressly waiving to any other jurisdiction that may correspond.

Read and understood by the parties, it is signed in two copies.

The parties hereto have caused this agreement to be executed by their respective authorized officers as of the day, month and year entered above.

DR. DR. LUIS DÍAZ MARCOS

DR. OLENA KARAMAN

CHIEF EXECUTIVE OFFICER



UNIVERSIDAD ANTONIO DE NEBRIJA

STATE INSTITUTION "LUHANSK TARAS SHEVCHENKO NATIONAL UNIVERSITY"