



MEMORANDUM OF UNDERSTANDING
BETWEEN
IVAN FRANKO NATIONAL UNIVERSITY OF LVIV
AND
THE UNIVERSITY OF WARSAW

The University of Warsaw, hereinafter referred to as "UW" and represented by Rector Prof. Alojzy Z. Nowak and **Ivan Franko National University of Lviv**, hereinafter referred to as "IFNUL" and represented by Rector Prof. Volodymyr Melnyk agree on the importance and the usefulness of establishing cultural, scientific and educational links, in order to assert and to consolidate the ties of friendship between the two Institutions.

The Parties agree to terminate the Memorandum of Understanding signed by the Parties on November 18, 1995 by mutual consent and sign this Memorandum of Understanding. The agreement of November 18, 1995 expires on the date of signing this Memorandum of Understanding by all parties.

This Memorandum of Understanding, hereinafter referred to as MoU for this cooperation, therefore, contributes to the joint pursuit of education, learning and research.

This MoU does not bind either of the two parties legally or financially. Its aim is to promote relations that will mutually benefit each institution, this being the primary aim of academic collaboration.

1. General purpose

The present MoU defines the cooperation between the two parties in the fields and disciplines of common interests. It will be articulated in a separate written contract, or an amendment to this MoU for any specific cooperative activity they mutually agree to undertake on the basis of this MoU. Each separate written contract or amendment will be signed and dated by an authorized representative of each party.

2. Types of cooperation

The parties indicate their willingness to cooperate in the promotion of both educational and research activities. Under this MoU the types of cooperation may include:

- Joint research projects and common scientific initiatives, such as seminars, lectures etc.;
- Reciprocal exchange of academic and administrative staff;
- Exchange of publications, reports and other academic information;
- Exchange of students, including PhD;
- Other activities as mutually agreed.

3. General Terms of the MoU

1. The exchange referred to in the Article 2 will be organized on a reciprocal basis.
2. By agreeing to receive teachers and researchers, UW and IFNUL undertake to permit, among other possibilities, for the use of their physical installations, equipment, laboratories and bibliographic material.
3. Each person involved in all foreseen activities of this MoU has to provide her/himself with a suitable health and third party liability insurance, according to the home country's regulations.
4. Each party will watch over the intellectual property of the results achieved during common research programs.
5. Details of particular activities (financial obligations, schedules, intellectual property right etc.) will be agreed in separate written agreements.
6. Both parties will appoint contact persons responsible for implementation of the present Agreement.

4. Promotional Material and Use of Logos

Neither party shall use the name and logo of the other in any form of publicity or promotional material without written consent.

5. Financial Aspects

Both parties acknowledge and understand that all financial arrangements, if any, will be subject to negotiation and indicated in the specific written contract or agreement.

6. Equal Opportunities

The parties shall not discriminate against any person based on national or ethnic origin, colour, religion, political opinions, age, gender, sexual orientation, marital or familiar status, disability.

7. Personal Data

The parties acknowledge that all personal data processed in connection with the implementation of this agreement and its annexes will be processed in accordance with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation). The parties agree that all future agreements arising from the present General Agreement will comply with requirements of the General Data Protection Regulation.

9. Validity

This MoU will come into force after its signing by the legal representatives of each Institution. It will be valid for **5 (five) years** from the date of signing. Nonetheless, the Parties may extend the period of this MoU by mutual consent, in writing, by their duly authorized representatives.

The MoU may be terminated/cancelled in writing by one of the parties with at least 3 (three) months' notice, before the effective date of termination. Any ongoing and scheduled activity at that time will not be affected.

Amendments to this MoU may only be made by mutual agreement in writing by the duly authorized representatives of the Parties.

Amendments shall enter into force on the date on which the last party signs or on the date of approval of the request for amendment.

10. Dispute Resolution

Where a problem or dispute occur, the Parties will first seek to resolve that dispute between themselves to the best of their endeavours, and will use all efforts required to settle the problem or dispute by direct negotiation.

11. Final provisions

Both Parties understand that all final arrangements will have to be negotiated and will depend on the availability of funds.

During implementation of the present MoU both Parties shall comply with legal regulations being in force in both countries.

This MoU has been drawn up in 2 (two) original copies in English. The English text is the only authoritative version.

University of Warsaw

REKTOR
UNIWERSYTETU WARSZAWSKIEGO
prof. dr hab. *Alojzy Z. Nowak*
Rector
Prof. Alojzy Z. Nowak

Date: *25/10/22*

Ivan Franko National University of Lviv

РЕКТОР
НАЦІОНАЛЬНОЇ УНІВЕРСИТЕТИ ІВАН ФРАНКА
МІНІСТЕРСТВО ОСВІТИ І НАУКИ УКРАЇНИ
Rector
Prof. *Volodymyr Melnyk*

Date: *22/11/22*