

**Agreement on scientific and didactic cooperation
between
Nizhyn Mykola Gogol State University, Nizhyn (Ukraine)
and
University of the National Education Commission, Krakow (Poland)**

*Taking into consideration the mutual interest in expanding relations
and the development of bilateral cooperation,
the University of the National Education Commission, Krakow (hereinafter referred to as UKEN),
located at Podchorążych str. 2, 30-084 Kraków, Poland,
represented by its Vice-rector for Educational Affairs and Development, Prof. Robert Stawarz,
acting on the basis of the law on higher education (Ustawy z dnia 20 lipca 2018 roku
Prawo o szkolnictwie wyższym i nauce - Dz. U. z 2018 r. poz. 1668)
- from one side,*

and

*Nizhyn Mykola Gogol State University, Nizhyn (hereinafter referred to as NMGSU),
located at Grafska str. 2, 16600 Nizhyn, Ukraine, represented by its Rector, assoc. prof. dr. Oleksandr
Samoilenko acting on the basis of the law of Nizhyn Mykola Gogol State University
- from another side,*

herein referred to as Parties, have decided to reach the following agreement:

1.

Scope of the Agreement

- 1.1 Designing and conducting joint research.
- 1.2 The exchange of researchers to conduct lectures and research.
- 1.3 The exchange of students at all levels for studying.
- 1.4 Creating and implementing joint curricula – double or joint diploma.
- 1.5 Cooperation within international programmes (e.g. Erasmus+)
- 1.6 The exchange of information and scientific publications.
- 1.7 Joint organization of seminars, workshops and conferences.

2.

Finances

- 2.1. Participation in research of each Party will be funded in accordance with each university's usual practices and policies. Funding of the aforementioned from the foundations and international funds is also possible.
- 2.2. Travel expenses of participants in the exchange will be covered by participants themselves, unless otherwise agreed. Exchange participants must have health, accident and third party liability insurance to be covered by themselves.
- 2.3. The host institution might provide free lodging, and may allot a sum of money for expenses connected with the stay in accordance with its usual practices and policies.
- 2.4. Details concerning each stay or exchange will be treated independently and bilaterally agreed upon in writing prior to any stay or exchange in a separate agreement.
- 2.5. The number of flows is limited to 30 days per year (does not concern the point 1.3).

3.

Confidentiality

3.1 The Parties undertake not to disclose directly or indirectly any information, documents or reports deemed to be confidential which might become known to them or be entrusted to them in the context of the relations established by this framework agreement without the express prior written agreement of both Parties, for a period of five (5) years after the term of this agreement; unless the disclosure of such information results from the law or is requested by a competent authority.

4.

Intellectual property

- 4.1 Intellectual property rights owned by the Parties prior to the signing of this agreement shall remain their exclusive property.
- 4.2 Intellectual property rights that may arise from any specific partnership activities shall be dealt with in annexes to this Agreement.

5.

Specific Cooperation Agreements

5.1 The terms of collaboration and the necessary funding for each programme and activity shall be mutually negotiated, discussed and agreed upon in writing by both Parties in separate specific cooperation agreements prior to the initiation of any particular activity. Each institution will designate where needed, a lead coordinator for the activities.

6.

Personal Data Protection

- 6.1. Each Party informs to be an administrator of personal data of persons entitled to represent the other Party as well as its academic staff and students, provided with regard to the signing and implementing of the present Agreement.
- 6.2. Each Party processes the provided personal data of representatives and employees of the other Party in order to implement the present Agreement. A legal basis of the processing of personal data is a legally justified aim, i.e. relations born within the Agreement's implementation. A process of providing personal data is voluntary, however, their processing is necessary to implement the Agreement.
- 6.3. The personal data will be processed for the period of the Agreement's existence, and after its implementation for the period indicated by an applicable law or until the claims under this Agreement have expired.
- 6.4. The recipients of the personal data shall be external entities providing and supporting information systems of a given Party, providing services related to the current activities of a given Party - under relevant agreements entrusting the processing of personal data and ensuring the application of appropriate technical and organizational measures to ensure data protection.
- 6.5. Each person whose personal data is processed has the right to access their data as well as the right to rectify, delete, or limit processing of the data, the right to transfer data, the right to raise objections, as well as the right to lodge a complaint with a relevant supervisory authority (in Poland: the President of the Office for Personal Data Protection) when they consider that the processing of personal data violates provisions of the Regulation of the European Parliament and of the Council (EU) 2016 / 679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data as well as on the repeal of Directive 95/46 /EC.
- 6.6. Each Party - being an administrator of the personal data - declares that it has no intention of transferring the personal data to a third country nor to an international organization.
- 6.7. Each Party declares that the personal data will not be processed in an automated manner, including the form of profiling.
- 6.8. A Party is obliged to provide the information referred to in this paragraph to the representatives, employees and students of the Party, whose data has been provided to the other Party.

7.

Final provisions

- 7.1. Any changes to this agreement may be made through additional annexes to this Agreement and shall require written approval by Representatives of the two Parties.
- 7.2. The Agreement shall become effective upon signature by both Parties and is valid for a period of five (5) years with the option to terminate it by providing ninety (90) days' prior written notice. It is automatically renewed for subsequent five-year periods, unless either party terminates this Agreement in writing by providing a ninety (90) day prior written notice.
- 7.3. All projects, programmes or activities that have already commenced pursuant to specific cooperation agreements executed by the Parties hereto prior to the termination are valid until they are completed to the best of both Parties' abilities pursuant and subject to the terms of the relevant specific cooperation agreements.

7.4. The Agreement has been executed in two (4) copies – two (2) in English and two (2) in Polish of the same legal force. Each party receives two (2) copies - one (1) in each language version

For the University of the National Education Commission, Krakow

Prof. Robert Stawarz
Vice-rector
for Educational Affairs and Development

Kraków, _____

RS



For Nizhyn Mykola Gogol State University,
Nizhyn (Ukraine)

Assoc.prof. Dr. Oleksandr Samoilenko
Rector

Nizhyn, _____

Oleksandr Samoilenko



03.03.2025