Załącznik do Uchwały Nr 47 z dnia 22 listopada 2016 roku





MEMORANDUM OF UNDERSTANDING ON ACADEMIC COOPERATION BETWEEN VYTAUTAS MAGNUS UNIVERSITY AND UNIVERSITY OF WARMIA AND MAZURY IN OLSZTYN

- 1. Vytautas Magnus University, Lithuania and University of Warmia and Mazury University, Poland hereafter named institutions are the parties to this Memorandum of Understanding. Both parties, 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 Memorandum of Understanding 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 academic staff for purposes of teaching and collaborative research;
 - 2.3. Reciprocal assistance for visiting academic staff and students;
 - 2.4. Coordination of such activities as joint research, lectures and training;
 - 2.5. Exchange of documentation and research materials in fields of mutual interest provided that, to the best knowledge of the respective parties
 - 2.6. Exchange of students for study and research.
- 3. The development and implementation of specific activities and projects based on this Memorandum of Understanding will be negotiated separately between faculties, schools or institutes which carry out the 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 Memorandum of Understanding 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. This Memorandum of Understanding may only be amended or modified by a

- written agreement signed by the representatives of each party.
- 7. This Memorandum of Understanding is valid for a period of five (5) years from the date of signing by the authorised signatories of each party. Each party shall review the status of the Memorandum of Understanding at the end of the five-year period to determine whether it wishes the Memorandum of Understanding to continue, and if so, any modifications that might be necessary. The period of validity of this Memorandum of Understanding may only be extended by the mutual written consent of both parties.
- 8. This Memorandum of Understanding may, at any time during its period of validity, be amended or terminated by one of the parties upon prior notice in writing not later than six months before the date of termination or amendment.
- **9.** Any amendment or termination of the Memorandum of Understanding 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.
- 10. The parties may disclose certain confidential information to the other party in relation to any future proposal made under this Memorandum of Understanding. Each party therefore agrees that the content of this Memorandum of Understanding 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).
- **11.** This Memorandum of Understanding is concluded in duplicate in English and Lithuanian with all the texts having equal legal force.
- **12.** Each party designates a person to serve as liaison for implementing this agreement.

For VMU side:	For UWM side:
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Signed for and on behalf of Vytautas Magnus University by:	Signed for and behalf of University of Warmia and Mazury by:
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Magnus University by:	Warmia and Mazury by:
Magnus University by: Rector	Warmia and Mazury by: Rector