



Uniwersytet Komisji
Edukacji Narodowej
w Krakowie



Memorandum of University of the National Education Commission and State Tax University

Background

This Memorandum of Understanding (MoU) acknowledges that the joint efforts of the University of the National Education Commission and the State Tax University (hereinafter referred to as the «Parties») will bring mutual benefit and promote an institutional relationship for cooperation and assistance in the field of education

Вступ

У цьому Меморандумі про взаєморозуміння (MoU) визнається, що спільні зусилля Університету комісії національної освіти та Державного податкового університету (надалі іменовані як «Сторони») принесуть взаємну користь і сприятимуть інституційному зв'язку для співпраці та допомоги в галузі освіти.

I. General

I. Загальні положення

1. Parties of Agreement

1. Сторони договору

This Memorandum of Understanding is concluded between the University of the National Education Commission and the State Tax University. In this Memorandum of Understanding, the two institutions will be collectively referred to as the «Participating Institutions» or the «Parties» for short.

Цей Меморандум про взаєморозуміння укладається між Університетом комісії національної освіти та Державним податковим університетом. У цьому Меморандумі про взаєморозуміння дві установи разом іменуватимуться «Установами-учасниками» або коротко «Сторонами».

2. Purpose of Agreement

2. Мета договору

Endeavoring to increase their cooperation in research and education, the parties of agreement, after approval by their responsible authorities, agree to conclude this Memorandum on academic cooperation. The purpose of this Memorandum is to facilitate and to enhance the academic cooperation between the parties of Agreement.

Прагнучи розширити співпрацю в науковій та освітній сферах, сторони угоди, після схвалення їх відповідальними органами, погоджуються укласти цей Меморандум про академічне співробітництво. Метою цього Меморандуму є сприяння та посилення академічної співпраці між сторонами Угоди.

3. Modes of Collaboration

3. Режими співпраці

The Participating Institutions shall endeavor to

Інституції-учасники намагатимуться сприяти

promote collaboration through a range of strategies, which in the initial stages of this cooperation shall include :

1. Exchange of professional information and cultural exchange
2. Opportunities for academic study and research
3. Delegation visit and teacher exchange
4. Education and professional development programs
5. Other areas of mutual interest in educational projects

Before executing these collaborations, the involved parties will discuss the plans and challenges that occurred and will thereafter enter into specific agreements.

II. Terms of The Agreement

1. Focal Areas

The parties agree to develop cooperation programs in areas of mutual interest. Recognizing the importance of the first practical steps based on the definition of common institutional priorities for research and program development, the participating institutions agree to carry out joint research through the exchange of specialists in the field of education, preserving the mental health of participants in the educational process.

2. Activities Under Agreements

All activities undertaken must conform to the policies and procedures in place at each institution. Each distinct collaboration program or activity will be described in a separate Activity Agreement and authorized by each party. The ongoing agreements or activities shall not be affected by one of the party's termination.

3. Funding of Activities

The activity agreement financial costs and obligations should be transparent. Both institutions may provide the funding or in other options should work together to identify and obtain any outside funding which may be needed. Projects requiring funding must be approved by both parties.

співпраці через ряд стратегій, які на початкових етапах цієї співпраці включатимуть:

1. Обмін професійною інформацією та культурний обмін
2. Можливості академічного навчання та дослідження
3. Візит делегації та обмін викладачами
4. Програми освіти та професійного розвитку
5. Інші сфери взаємного інтересу в освітніх проектах

Перед початком співпраці залучені сторони обговорять плани та виклики, які виникли, а потім укладуть конкретні угоди.

II. Умови Угоди

1. Основні напрями

Сторони погоджуються розвивати програми співпраці у сферах, що становлять взаємний інтерес. Визнаючи важливість перших практичних кроків, заснованих на визначенні спільних інституційних пріоритетів для досліджень і розробки програм, установи-учасники погоджуються здійснювати спільні дослідження через обмін фахівцями в сфері освіти, збереження психічного здоров'я учасників освітнього процесу.

2. Діяльність за договорами

Усі заходи, що здійснюються, мають відповідати політикам і процедурам, які діють у кожній установі. Кожна окрема програма співпраці або діяльність буде зазначена в окремій Угоді про діяльність і затверджена кожною стороною. Припинення дії однієї зі сторін не вплине на поточні угоди чи діяльність.

3. Фінансування заходів

Фінансові витрати та зобов'язання за договором діяльності повинні бути прозорими. Обидві установи можуть надати фінансування або, за інших варіантів, повинні працювати разом, щоб визначити та отримати будь-яке зовнішнє фінансування, яке може знадобитися. Проекти, які потребують фінансування, повинні бути схвалені обома сторонами.

4. Period of Agreement

This Memorandum is entered into for an initial term of five (5) years from the date of signature. After this initial period, this Memorandum will be reviewed and the program will be adjusted, if necessary, based on a mutually agreed evaluation of the program by the relevant authorities at the University of the National Education Commission and the State Taxation University. After the initial 5-year period, the Memorandum will be reviewed and renegotiated for a further five-year period, unless it is terminated by one of the parties to the agreement in writing within the period specified in the next clause.

III. Legal Provision

This MoU shall not serve as a legally binding agreement. This Understanding is not to be construed as a partnership or any form of master-agent relationship. It is merely to express the intent between the party's here. This MoU is effective when the representatives of the parties have affected their signatures and seal of the MoU.

University of the National Education
Commission)
Robert STAWARZ
Prof. Vice-rector

Dyrektor
Instytutu Zarządzania
i Spraw Społecznych

dr hab. Norbert G. Pikula, prof UKEN

Date: _____

University of the National Education
Commission)
Podchorążych street 2, 30-084
Kraków
Poland

4. Термін дії договору

Цей Меморандум укладено на початковий термін дії п'ять років (5) з дати підписання. Після цього початкового періоду цей Меморандум буде переглянуто, а програма буде скоригована, якщо це буде необхідно, на основі взаємно узгодженої оцінки програми відповідними органами в Університеті комісії національної освіти та Державним податковим університетом. Після початкового 5-річного періоду Меморандум буде розглянуто та переукладено на наступний п'ятирічний період, якщо він не буде розірваний однією зі сторін угоди в письмовій формі протягом періоду, зазначеного в наступному пункті.

III. Правове забезпечення

Цей Меморандум не є юридично обов'язковою угодою. Цю Угоду не слід тлумачити як партнерство чи будь-яку форму відносин головного агента. Це лише форма наміру про співпрацю між учасниками співпраці. Цей Меморандум набирає чинності, якщо представники сторін поставили свої підписи та печатку Меморандуму.

State Tax University
Dmytro SEREBRIANSKYI
Acting rector

Date: _____

State Tax University
31 Uniwersytetska street
Irpin 08201
Kyiv region
Ukraine

Agreement on scientific and didactic cooperation
between
State Tax University (Irpın, Ukraine)
and
the 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, Assoc. 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

*State Tax University (hereinafter referred to as STU),
located at 31 Uniwersytetska St., Irpin, 08205, Kyiv region, Ukraine
represented by Acting rector Dmytro Serebrianskyi
acting on the basis of
the Law of Ukraine № 1516-VII on Higher Education (July 1, 2014)
- 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




Assoc. prof. Robert Stawarz
Vice-rector
for Educational Affairs and Development

Kraków, 25 CZE. 2025

For State Tax University (Irpina)




Dmytro Serebrianskyi
Acting rector

Irpina, _____