



INTERNATIONAL BASIC AGREEMENT BETWEEN THE UNIVERSITY OF SALAMANCA (KINGDOM OF SPAIN) AND WEST UKRAINIAN NATIONAL UNIVERSITY (UKRAINE)

THE FOLLOWING PARTIES HAVING GATHERED,

On the one hand, Dr. Raúl Sánchez Prieto, as Vice-Rector for Internationalization and Cooperation, on behalf and in representation of the University of Salamanca, with registered office at Patio de Escuelas, s/n, 37008 - Salamanca, by delegation of powers by the Rector of the University of Salamanca, published by resolution of 5 June 2024 of the University of Salamanca (Official State Bulletin of Castile & Leon 13 June 2024).

And on the other hand, Dr. Oksana Desyatnyuk, as Rector of the West Ukrainian National University, with registered office at Ternopil, 11 Lvivska st., 46009, Ukraine, acting on the basis of the Statute.

Mutually recognising sufficient authority to sign the present Basic Agreement for International University Collaboration:

HEREBY DECLARE

That the present Basic Agreement for International University Collaboration has been promoted by both Universities on the following bases:

FIRST.- That both Institutions are bound by common objectives in the scientific and cultural fields.

That the functions of the University in its service to society are the creation, development, transmission and criticism of science, technical issues, and culture.

SECOND.- That Universities are precisely the institutions that promote the exchange of scientific and cultural knowledge and the diffusion of such knowledge and culture through University extension and life-long training.

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THIRD.- That they likewise have common aims as regards fostering research and training and as regards the diffusion of culture and sports.

FOURTH.- That they are institutions with their own legal status and that they develop their activities within a regimen of autonomy and mutual collaboration, which allows them to reach agreements of this type to improve the ends they are charged with.

FIFTH.- That, attending to the aims of international academic cooperation, they manifest their interest in mobility programs for teaching staff and research personnel, and for students.

SIXTH.- This collaboration agreement has the character of a non-prescriptive international agreement, in line with the stipulations of articles 2-c) and 43 of Act 25/2014, of 27 November, concerning Treaties and other International Agreements. It should likewise be noted that, for purposes of articles 45 and 48 of the same Act, this non-prescriptive international agreement does not involve financial obligations, nor does it have sufficient political, technical or logistic international relevance to determine its registration in the corresponding administrative register.

In light of the above, both Universities see fit to establish a permanent framework of collaboration and cooperation and do therefore sign the present agreement, which will be subject to the following

STIPULATIONS

FIRST.- The proposed collaboration must be developed within the framework of this Basic Agreement, according to the programs to be developed in common between both Universities and covering the general sphere of research, teaching and cultural and sports activities.

SECOND.- The afore-mentioned collaboration programs shall set forth the following aspects in detail:

 The mobility programs for researchers, teaching staff and students, within the framework of the binding dispositions between the two countries, but with the decided intention of suppressing any academic obstacles -both material and formal- that might prevent fluid mobility programs for University personnel of both Institutions.

- The publication of joint editions of historical or linguistic monographs, or monographs of any other nature, that might respond to the common interest of both institutions.
- The implementation of research projects, according to budget availability, in any sphere of interest common to both institutions.
- 4. The creation and organisation of coordinated teaching activities.
- 5. The organisation of international colloquiums.

THIRD.- Each of the universities shall compile a program of activities, which shall be sent to the other party signing the agreement. Both proposals shall converge in a program of activities for the academic year common to the two Universities; this will be incorporated in the Annexe to the present Basic Agreement for International University Collaboration.

FOURTH.- The program thus developed shall specify the economic funds necessary for its implementation and how it is to be funded.

FIFTH.- Approval of the activities shall be done in accordance with objective criteria of relevance and attending to budget availability.

SIXTH.- The activities programmed shall be approved by both Universities; if necessary, it will be possible to present –to the competent domestic and international agencies- other activities included within the program with a view to their funding; in particular, the cultural agreement between the Governments of both countries.

SEVENTH.- In the actions outlined in the present agreement the logos of both parties will be consigned, whose use and diffusion will be adjusted to the aims addressed.

EIGHTH.- A Monitoring Committee shall be set up by a number of representatives, alike, from both parties, who shall be in charge of the study, a proposal for the approval of the various collaboration programmes agreed upon, as well as their follow-up, coordination, control, interpretation and resolution of possible disputes that may arise.

NINETH.- For the implementation of this agreement and the activities scheduled, each of the two parties involved shall appoint a coordinating person.

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For the West Ukrainian National University, the Coordinator of the agreement will be: the Head of the International Relations Office.

For the University of Salamanca, the Coordinator will be the Head of the International Relations Service.

TENTH.- The present agreement will enter into force the day after its signing and shall remain in force for four years. When the agreement remains in force in the fourth year after its signing, the parties may agree to extend the contract for the period of time settled upon, which may be cancelled in the terms provided for in this provision.

Either of the parties to the agreement may cancel it before such period, by termination carried out in accordance with the provisions of this stipulation. One of the parties shall communicate in writing to the other party its desire to disassociate itself from the agreement. This notification must be made at least three months prior to the compliance date of each yearly period that the agreement is in force. Termination of the agreement as a result of the cancellation carried out in the terms of this provision will take effect at the end of the yearly period in force. The termination of the contract will not affect the obligations of each party to comply with the commitments taken on by virtue of this agreement until the end of the period in question.

In any case, the following are causes for termination:

- (a) The completion of the period in which the agreement is in force, in the absence of any agreement to extend it.
- b) By the unanimous agreement of all signing parties.
- c) Non-compliance with the obligations and commitments taken on by any of the signing parties.
- (d) A judicial decision declaring the agreement null and void.
- (e) Any cause other than those provided for in the agreement or any other laws.

ELEVENTH.- The amendment of the content of the agreement will require the unanimous agreement of the parties and will be gathered in an addendum signed by both institutions.

TWELVETH.- The use and protection of confidential information pertaining to this agreement shall be subject, where appropriate, to the terms of the confidentiality agreements entered into by the parties.

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THIRTEENTH.- In relation to the processing of personal data, both entities in the progress of the activities derived from this agreement will comply with the provisions contained in Organic Law 3/2018, of 5 December, of the Protection of Personal data and guarantee of digital rights, and their implementing rules, and in the EU Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016, related to the protection of individuals with regard to the processing of data and the free movement of such data, and repealing Directive 95/46/EC.

As proof of conformity, both parties sign the present agreement in English, Spanish and Ukrainian languages, in tree copies, one for each of the Parties, having the same legal force. at the place and on the date indicated below:

On behalf of the University of Salamanca

Vice-Rector for Internationalization and Cooperation

Dr. Raúl Sánchez Prieto

Place: Salamanca, Kingdom of Spain

Date:

On behalf of the West Ukrainian National University

Rector

Dr. Oksana Desyatnyuk

Place: Ternopil, Ukraine
Date: 23.01.2025

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