

MEMORANDUM OF UNDERSTANDING

BETWEEEN

EUROPEAN UNIVERSITY CYPRUS

AND

LEPL BATUMI ART STATE UNIVERSITY

This Memorandum of Understanding ("MOU") is between LEPL Batumi Art State University, a public institution of higher education organized under the laws of Georgia ("BASU") and EUROPEAN UNIVERSITY-CYPRUS, an institution of higher education located in Nicosia, Cyprus ("EUC").

WHEREAS, BASU and EUC are institutions of higher education mutually interested in creating international partnerships to further the acquisition of knowledge and understanding of world cultures for their respective communities; and

WHEREAS, BASU and EUC have identified areas of commonality in mission and programs and agree that further discussions an affiliation between the institutions would yield benefits for the both institutions; and

WHEREAS, BASU and EUC desire to further explore the potential to engage in collaborative efforts for faculty and student research and learning experiences, including but not limited to the exchange of faculty and students, and

WHEREAS, this MOU memorializes the mutual desire of BASU and EUC to work cooperatively to develop and implement collaborative academic initiatives.

NOW THEREFORE, in consideration and acknowledgement of the mutual benefits to be derived from a formal partnership, BASU and EUC agree to enter into this MOU to explore the formation and composition of a potential academic relationship between the two institutions.

A. Purpose.

The purpose of this MOU is to facilitate cooperative educational and research activities for the benefit of both parties, which may include:

- Joint educational, training and/or research activities.
- Exchange of invitations to scholars for lectures, visits and sharing of experiences.
- Exchange of invitations to scholars for participation in conferences, symposia and seminars.
- Exchange of information in fields of interest to both parties.
- Exchange of faculty, research personnel and graduate and undergraduate students for study and research.







Before proceeding with specific activities, the parties will discuss whether it is advisable to enter into a separate agreement that provides a detailed description of collaborative activities and includes additional terms and conditions regarding costs, intellectual property, liability, and other matters as the circumstances may require.

B. Protection of Personal Data - Duty of confidentiality

- 1. Each Party commits to protect personal data of identified or identifiable natural persons and will ensure that the personal data will only be processed for the purposes of implementing this Agreement. Each Farty guarantees that personal data will not be processed for other purposes, unless compatible with the initial purpose, without the prior written consent of the other party and/or the written prior consent of the data subject. For the purposes of this provision, third parties are natural or legal persons other than the data subject, the controller, the processor and persons who are authorized to process personal data under the direct authority of the controller or processor.
- 2. The Parties are committed to protect personal data and to guarantee data subject rights. Transfer or transmission of personal data in the implementation of this Agreement will be considered necessary for the performance of this Agreement concluded between the Parties in the interest of the data subject and will be subject to the relevant legal provisions under the applicable data protection legislation.
- 3. The Parties will ensure that they process personal data in accordance with the data protection requirements applicable to them and the General Data Protection Regulation (GDPR), Regulation (EU) 2016/679.

Each Party is liable for the safekeeping of all personal data within the abovementioned meaning and personal data will be retained according to the regulated standard period. It must also ensure that such personal data can be accessed only by persons strictly requiring it for the purpose of implementing this Agreement.

- 4. The provisions above do not apply to personal data which is or becomes available to the general public, other than as a result of a breach of these provisions, or which a Party is ordered to disclose by a court or administrative or executive authority, provided that it informs the other Parties concerned without delay of such order and gives them an opportunity to contest the need for disclosure or apply for an appropriate order to maintain confidentiality.
- 5. Personal data processed by the Parties will be erased after the termination of the Agreement, except where it will be kept longer due to a legal obligation under EU and national law.
- 6. The Parties guarantee that personal data will be processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage. To do so, each Party will have in place appropriate technical and

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European University Cyprus

organisational measures to protect personal data. Such measures will include appropriate administrative, technical and physical security measures.

- 7. In the case of a personal data breach, the Parties will inform one another without undue delay and use reasonable and appropriate means to remedy the personal data breach and minimise the potential adverse effects
- 8. Each Party commits to transfer personal data to a third country or International Organisation in compliance with the data protection requirements applicable to the party transferring the data.

C. Term

The term of this MOU will commence on the date of execution by both parties and, if applicable, approval by appropriate authorities in their respective countries. The MOU will remain in effect for three years and may be renewed by the parties for subsequent terms. This MOU may be terminated by either party by giving the other party at least six months' prior written notice.

D. Nonbinding Terms

This MOU shall not be construed as creating any legally binding rights or obligation on the part of either party and shall not be enforceable in law or equity in any court or tribunal for any purpose. The parties shall remain independent of one another and nothing herein shall be construed or interpreted by implication or otherwise, to form a partnership, agency, joint venture or other formal business association. Each party shall bear its own expenses in connection with this MOU.

BATUMI ART STATE UNIVERSITY

EUROPEAN UNIVERSITY CYPRUS

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