

## **CO-OPERATION FRAMEWORK AGREEMENT BETWEEN THE UNIVERSIDADE DE VIGO AND POLTAVA STATE MEDICAL UNIVERSITY**

In Vigo, on the date of the latest electronic signature

On the one party, Manuel Joaquín Reigosa Roger, Rector Magnificus of the Universidade de Vigo, appointed according to the Decree of the autonomous community of Galicia 110/2022, of June 9, published in the *Diario Oficial de Galicia* (Official Journal of Galicia, or DOG) no. 117, of June 20 of 2022, in accordance with the competences granted under article 50 of the Organic Law 2/2023, of March 22, on University System, and article 29 of the Artiches of the Universidade de Vigo, adopted by the Decree 13/2019, of January 24, and published in the DOG no. 38, of February 22, 2019. It is located at the Edificio Exeria on the Campus Universitario, 36310 Vigo, Spain.

And the other party, Igor Kaidashev, Vice-Rector for Research and Development of Poltava State Medical University, acting in accordance with the Statute, approved by Ministry of Healthcare of Ukraine No. 164 as of 02 November 2021 with legal address in Poltava 36011, 23 Shevchenko Str. (Ukraine), power of attorney from the Rector of Poltava State Medical University authorizing the Vice-Rector for Research and Development to sign on their behalf No. 02 as of 02 January 2025.

Both parties mutually recognise their legal capacity to sign the present agreement.

### **Therefore they declare:**

**I.-** That is the common interest of both institutions to promote co-operation and collaboration with a view to furthering the technological and scientific development and a practical implementation of knowledge to benefit society.

**II.-** And that both Institutions wish to sign the present Co-operation Framework Agreement which will provide the rules and regulations for subsequent specific agreements.

To this end, both parties agree to subscribe to the following Framework Co-operation Agreement, in accordance with the following

## CLAUSES

**ONE.-** The present agreement governs the co-operation between the Universidade de Vigo and Poltava State Medical University.

**TWO.-** This agreement aims to carry out jointly activities and projects in areas of mutual interest for both institutions. Co-operation is to be sought especially:

1. In the development of research projects.
2. In the organisation and implementation of any kind of academic activities, such as: courses, lectures, symposia or seminars.
3. In supporting researchers and students.
4. In the exchange of publications, research and any kind of academic materials that may be of interest.
5. In the exchange and collaboration in cultural projects of mutual interest.
6. Promotion of equal opportunities between men and women in society.
7. In the exchange of students and academic staff.
8. In other activities considered of mutual interest within the availability of both institutions and in accordance with the legality established in the rules of contracting of the public sector.

**THREE.-** Under no circumstances will the parties publish scientific or technical information about research projects being carried out.

The data and information obtained in the course of joint projects, as well as the final results, will be confidential. When one of the parties wishes to use partial or final results, in part or in full, for publication in the form of a paper, lecture or similar, permission shall be asked in writing by means of registered letter directed to the person responsible for the project.

The name of the authors of any work shall be mentioned in any kind of publication of results, no matter the way this information is disseminated. In the case of patents, the authors will be mentioned as inventors. In any case, specific mention of this agreement will be made.

**FOUR.-** A Joint Committee shall be set up and shall consist of an equal number of representatives appointed by the governing entity of each party. This Committee shall deal with the planning, monitoring and evaluation of the actions carried out within this agreement and shall endeavour to resolve conflicts related to it and to any specific agreements there from. The Joint Committee shall meet at the request of both parties, at least once a year and shall submit reports and proposals to the governing entity of each institution.

**FIVE.-** As this agreement does not imply any financial commitments of the signing parties, no budget allocation is therefore necessary.

**SIX.-** Each and every specific co-operation programme shall require the writing of a specific agreement in which the following items shall be listed:

1. Definition of the aim
2. Description of the activities to be carried out together stating expressly the different stages of the programme along with its corresponding timetable.
3. Indication of the total budget allocation made and approved and the specific budgetary line.
4. List of participating members.
5. Agreement about the publication of results, the allocation of credit to the different researchers and the means of participation and registration of any industrial or intellectual copyrights or patents in the case of joint research.
6. Any other relevant matter.

**SEVEN.-** The present agreement shall enter into effect as of the date on which it is signed and shall continue to be effective for four years.

However, before the end of that foreseen date if circumstances make it advisable, the parties may agree unanimously its extension for the period strictly necessary and always within the maximum limit of up to four additional years as it is established in the Spanish Law 40/2015 of 1st October of the legal system of the Spanish public sector.

**EIGHT.-**The termination of this agreement may be take place due to:

1. The end of the eligibility period of the agreement without applying for its extension.
2. The end of the maximum eligibility period of the agreement including the extension period stated therein.
3. The unanimous agreement of the signatories.
4. The failure to comply with the obligations and commitments by any of the signatories.
5. A court decision declaring the nullity of the agreement.
6. For any of the reasons set out in the rules of the university on the content of the agreement.

**NINE.-** If one of the parties decides to terminate the present agreement, the other party shall be informed at least three months before the expiry date. Notwithstanding the above, the parties agree that any specific projects and

activities that might be carried out at the time the present agreement terminates, shall be brought to conclusion according to the basis initially agreed.

**TEN.-** Non-compliance with any of the obligations of this agreement by one of the parties will allow the other party to terminate it and all the rights corresponding to the aim of the programme carried out being void and null.

**ELEVEN.-** The parties may modify the present document at any time and by common accord.

**TWELVE.-** Arrangements reached within this agreement, and in specific ones, will always have an administrative nature and will not imply, at any time, labour rights or liabilities.

**THIRTEEN.-** Litigation in regard to the interpretation, modification, resolution and effects of the present agreement shall be resolved firstly within the Joint Committee. Should not be solved by the Joint Committee, they will be submitted to the administrative contentious proceedings, due to the administrative nature of the agreement.

## **FOURTEEN. DATA PROTECTION CLAUSE IN THE COOPERATION FRAMEWORK AGREEMENT WITH THIRD COUNTRIES**

The parties state and undertake to give the personal data that are processed because of the development of this agreement an appropriate use within the framework of the provisions of the regulations in this area that are applicable to each party.

- A. In the case of the University of Vigo, it will be Regulation (EU) 2016/679 of the European Parliament and of the Council, of 27 April 2016 (RGPD), Organic Law 3/2018, of 5 December, on the protection of personal data and guarantee of digital rights (LOPDGDD) and other development regulations.
- B. In the case of Poltava State Medical University, the applicable regulatory framework shall be determined by Poltava State Medical University

Given that this document constitutes a general collaboration agreement that does not provide for specific actions directly enforceable between the parties, the agreements to be formalised for its development shall contain the appropriate clause on data protection (and, where appropriate, the necessary additional documentation shall be attached), (1) that takes into account the degree of involvement of the parties with regard to the processing of data derived from the performance and execution of the services and (2) that takes into account in particular that Poltava State Medical University belongs to a country that does not currently have a declaration of adequacy from the European Commission adopted in accordance with the provisions of Article 45 of the GDPR.

Consequently, if for the correct execution of these development agreements it were necessary to carry out any type of international transfer of personal data for which the Universidade de Vigo is the data controller, this could only be carried out if adequate guarantees are provided in accordance with the provisions of articles 46 and following of the RGPD.

Notwithstanding the above, the personal data contained in this agreement relating to the signatories shall and/or may be subject to those actions arising from the application and compliance with the regulations on transparency and access to public information applicable to the Universidade de Vigo and, where appropriate, to the other party.

In witness whereof, the parties sign two original copies of the present Framework Agreement at the place and on the date indicated above.

**FOR THE UNIVERSIDADE DE VIGO**

The Rector

**FOR POLTAVA STATE MEDICAL  
UNIVERSITY**

Vice-Rector for Research and  
Development

Manuel Joaquín Reigosa Roger

Igor Kaidashev