



UNIVERSITY  
OF PARDUBICE  
FACULTY  
OF RESTORATION

# MEMORANDUM OF UNDERSTANDING

between

**University of Pardubice**

and

**University for Continuing Education Krems**

# MEMORANDUM OF UNDERSTANDING

between

**UNIVERSITY OF PARDUBICE, PARDUBICE, CZECH REPUBLIC**

and

**UNIVERSITY FOR CONTINUING EDUCATION KREMS, KREMS/DONAU, AUSTRIA**

This Memorandum of Understanding ("MOU"), is made and entered into as of the date indicated below,

## **Between:**

### **University of Pardubice**

a higher education institution established by law

Address: Studentska 95  
532 10 Pardubice  
Czech Republic  
Identification Number: 00216275  
VAT Number: CZ00216275  
IBAN: CZ29 0100 0000 0000 3703 0561, CZ14 0100 0000 1925 2271 0287  
SWIFT CODE: KOMBCZPPXXX  
represented by Professor Libor Čapek, Rector

## **and:**

### **University for Continuing Education Krems**

a higher education institution established by law

Address: Dr.-Karl-Dorrek-Straße 30  
3500 Krems/Donau  
Austria  
Identification Number: 9110003887193 (ERsB)  
VAT Number: ATU53616207  
IBAN: AT08 1100 0039 7404 1000, KST 4100  
SWIFT CODE: BKAUATWW  
represented by Mag. Friedrich Faulhammer, Rector

## **ARTICLE I**

The Memorandum of Understanding between the parties involves collaboration between the UNIVERSITY OF PARDUBICE and the UNIVERSITY FOR CONTINUING EDUCATION KREMS (UWK) in related disciplines.

The two institutions shall seek to promote:

1. staff exchange in programmes for the mutual benefit of both institutions.

2. student exchange in study programmes for the mutual benefit of both institutions.
3. collaboration in teaching, research and development, and consulting activities
4. exchange of academic materials and publications.
5. provision of opportunities for cultural and intellectual enrichment of the staff and students of both parties.

The parties further agree to cooperate with each other in the development and preparation of lifelong learning courses, as set out in Article II (4) below.

## **ARTICLE II**

The activities under this linkage will include:

### **1. Staff Exchanges**

Staff exchange activities cover visits to either institution for any of the following purposes:

- (i) undertaking joint research;
- (ii) attachment of staff for the purposes of curriculum development and review, attendance in courses and the upgrading of teaching and research skills;
- (iii) participation in seminars, colloquia and other types of academic discussions;
- (iv) contributions to teaching programmes;
- (v) co-supervision of post-graduate students;
- (vi) study tours and joint consultancy.

### **2. Student Exchange**

Student exchange activities (e.g. undergraduate, graduate and doctoral students) cover visits to either institution for any of the following purposes:

- (i) participation in research;
- (ii) undertaking courses;
- (iii) involvement in activities organized for international students.

### **3. Exchange of Academic Materials**

Exchange of relevant academic materials will be carried out subject to the mutual agreement of the parties.

### **4. Development and preparation of lifelong learning courses in the field of green transformation**

The Parties shall work together to develop a lifelong learning programme under the NPO Green Deal project, reg. no.: NPO UPCE MSMT-2142/2024-4 , (which is a project of the University of Pardubice with its contracting party MSMT). These courses will be vocationally oriented and will focus on skills upgrading and/or retraining. They will develop green skills and define learning outcomes in line with ESCO. The newly developed courses shall be in line with the Council Recommendation of 16 July 2022 on a European approach to micro-certificates for lifelong learning and employment. The collaboration shall mainly consist of the creation of a brief course description, a copy of the curriculum, and a course website. The expected completion of the work is 31.12.2025.

### **ARTICLE III**

The implementation of cooperation based on this Memorandum shall be dealt with between the relevant faculties, departments and research labs of both institutions. A specific, separate agreement shall be worked out for each activity setting forth detailed arrangements for collaboration. Such specific agreements shall be subject to the approval of the appropriate authorities of each institution and the signature by the legal representatives or authorized representatives of both institutions. To facilitate the development of such agreements, each institution shall nominate a senior member of its staff to coordinate activities arising under this agreement.

### **ARTICLE IV**

Both institutions agree and undertake to keep confidential at all times any information and/or data that may be exchanged, acquired and/or shared in connection with the area of cooperation as mentioned in ARTICLE I (3) unless the same information already exists in the public domain.

Disclosure and provision of know-how in connection with this Memorandum and the resulting data, texts and documents shall include no transfer of the rights attached thereto.

None of the institutions shall be entitled to exploit the know-how of the other institution commercially or to apply for registration of industrial property rights regarding the other party's know-how.

Both institutions undertake to keep strictly secret vis-à-vis third parties internal business information which becomes known to them in the course of their cooperation prior to, during or after the cooperation.

The name and the logo of UWK are protected under trademark law and the style and spelling of the same in letters, printed matter, etc. is a material part of the CI policy of UWK. Any use of the name or the logo of UWK, in particular for advertising measures, shall be subject to prior written approval from the UWK Marketing Unit.

## **ARTICLE V**

Unless otherwise agreed in the special agreements, ownership of any joint research findings shall be guaranteed by both parties to this Memorandum and any publications regarding the same shall only be possible upon prior approval of both parties.

## **ARTICLE VI**

The Memorandum shall remain in force for a period of 5 years commencing from the date of signing and may be renewed by mutual agreement between the parties. Upon renewal, both parties shall choose to extend the existing period or to agree on new terms and conditions.

## **ARTICLE VII**

Both the University of Pardubice and the University of Continuing Education Krems reserve the right to terminate this Memorandum by either party giving 3 months written notice to the other party. Where such termination occurs, the provisions of this Memorandum shall continue to apply to ongoing activities until their completion.

## **ARTICLE VIII**

Participating staff and students involved in any activities under this Memorandum must adhere to the law of the host countries and the rules and regulations of the host institutions.

## **ARTICLE IX**

This Memorandum of Understanding constitutes a letter of intent of both parties; the parties agree that this Memorandum of Understanding shall not be legally binding.

Separate agreements shall be concluded for all specific activities such as student exchanges, staff exchanges, research projects or cooperation in teaching programmes, courses or study programs etc..

By signing this Memorandum of Understanding neither of the parties assumes financial obligations vis-à-vis the other party or third parties. Each party shall bear its own costs incurred by it to date and the costs arising in connection with this Memorandum of Understanding and the subsequent negotiations/activities.

However, both institutions shall support each other in the best way possible in order to receive the funds for successful realisation of the partnership (e.g. by obtaining third-party funding).

## ARTICLE X

### Data Protection:

Until conclusion of an appropriate cooperation agreement each Party shall independently be responsible for processing third-party personal data under the planned cooperation.

The parties acknowledge that as part of the present Memorandum of Understanding personal data of the relevant other institution (e.g. data of contact persons) will be processed, which is necessary for the performance of this Memorandum of Understanding in accordance with Art. 6 (1) (b) of the General Data Protection Regulation (GDPR).

Detailed information on the processing of data as defined in Art. 13 and 14 GDPR may be retrieved from the website: <https://www.donau-uni.ac.at/en/university/privacy-policy.html>.

## ARTICLE XI

The University of Pardubice and the University for Continuing Education Krems welcome the establishment of this Memorandum for cooperation and jointly agree to the provisions as set out above. The Parties have signed this MoU in four (4) original copies of which each Party has received two copies.

### UNIVERSITY OF PARDUBICE



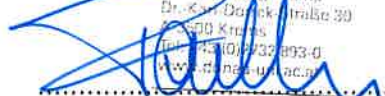
Prof. Libor Čapek  
Rector



Date .....3.10.2024.....

### UNIVERSITY FOR CONTINUING EDUCATION KREMS

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Dr. Karl Dencker Straße 30  
2600 Krems  
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www.donau-uni.ac.at



Mag. Friedrich Faulhammer  
Rector



Date .....06. AUG. 2024.....



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Key Activity 05 – Strategic partnership (contribution to KA3 - Lifelong learning course).

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