



AGENȚIA NAȚIONALĂ  
PENTRU EGALITATEA DE ȘANSE  
ÎNTRE FEMEI ȘI BĂRBAȚI

No. 14/22.03.2024

No. 1402/22.03.2024

## Memorandum of Understanding

between

**Poltava State Medical University (hereinafter “PSMU”)** with registered office in Poltava, 23 Shevchenko Str., Poltava, Poltava Oblast, 36011, Ukraine, represented by **Prof. Viacheslav Zhdan**, as **Rector**,

and

**The National Agency for Equal Opportunities between Women and Men (Romanian “ANES”)** (hereinafter Partner), with the headquarters in Intr. Camil Petrescu, nr. 5, Sector 1, Bucharest, Romania, represented by **Ms. Luminița Popescu**, as **Secretary of State**,

have agreed to sign the present *bilateral agreement*:

### SEEN AND CONSIDERED

- that “PSMU”, in order to promote and facilitate research, may collaborate with other Ukrainian and international universities, as well as with national and international institutions, associations or organizations, for the definition and implementation of projects of research, through conventions;
- that the Partner may establish collaborative relationships with institutions through agreements aimed at promoting research activities of common interest in social sciences and social activities

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- that cultural exchanges and scientific collaborations between academic institutions and training and research bodies contribute to the development and improvement of scientific and teaching activities;

- that to this end it is necessary to promote agreements and conventions, including international and multidisciplinary ones;
- that “PSMU” assigns a role of primary importance to research, in addition to teaching, and, in this context, intends to support the scientific vocation of the academic community in order to improve the scientific production;
- that the Parties have an interest in establishing a collaboration relationship for the joint development of research activities and projects, including participation in tenders and selections for the related funding, but also for the purpose of exchange of skills and knowledge coming from actors and disciplinary areas internal and external to the University;
- that the Partner expresses its willingness to welcome “PSMU” students to their facilities for the completion of curricular and possibly extra-curricular internships.

## **THE FOLLOWING IS AGREED AND STIPULATED:**

### **Art. 1 - Premises**

The premises of this Memorandum of Understanding shall form an integral and substantial part thereof.

### **Art. 2 - Object and purpose**

“PSMU” and “ANES” aim to create a mutual collaboration in the fields of research, education and training, the professionalization of knowledge and transdisciplinary methodologies related to the objectives mentioned in the premises.

The Parties reserve the right, where appropriate, to define other areas of cooperation by mutual agreement. In this case, such collaborations will be approved by the competent bodies.

In the case that the collaboration takes place for the realization of specific purposes and / or events, including participation in financing procedures or calls, it will be necessary to proceed with the formalization of the methods, times and conditions of such collaboration and the relative methods of implementation.

### **Art. 3 – Exchange of information, confidentiality and processing of personal data**

The two institutions undertake to exchange all relevant information on the contracting structures and organisations in order to increase mutual knowledge.

Each Party, in accordance with its law and regulations, shall provide participants in joint initiatives of the other Party, under this Agreement, with all forms of assistance and facilitation for the performance of the agreed tasks.

“PSMU” and “ANES” acknowledge the confidential nature of any confidential information exchanged in agreement with this Convention and consequently undertake not to disclose it to third parties, in whole or in part, directly or indirectly.



The parties mutually undertake to process and store data and information, both on paper and computer, relating to the performance of activities related to this MoU in accordance with current legislation.

#### **Art. 4 - Financial backing**

“PSMU” and “ANES” undertake to assume the charges and any costs deriving from the performance of the activities covered by the agreement on an equal basis or to the extent that may be otherwise established in relation to the individual project or individual activity, agreeing, in principle and unless otherwise agreed, the free exchange use of the respective instrumental resources of research and experimentation.

In any case, the personnel of each Contracting Party may use the equipment available to the other Party only with the prior authorization of the respective managers, and provided that the rules of use dictated by the contracting party are observed.

#### **Art. 5 - Duration and renewal**

This MoU shall have a duration of three years from its signature and may be renewed by decision of the decision-making bodies of the Parties, unless terminated by either Party in writing at least three months before its expiry.

#### **Art. 6 - Withdrawal and dissolution**

The Parties may unilaterally withdraw from this MoU or dissolve it by consensus. The withdrawal must be exercised by written communication sent by certified e-mail or by registered letter with return receipt; it shall take effect on the thirtieth day following receipt of the communication by the receiving Party.

In the event of withdrawal or consensual dissolution, the parties agree as of now to complete the activities in progress.

#### **Art. 7 - Conflict of interest and non-competition agreement**

The Parties undertake not to engage in activities in conflict of interest between them for any reason relating to the activities covered by this Convention and to communicate any situations of conflict of interest, even if only potential.

The Parties undertake not to carry out activities in competition with each other in any case of participation in tenders, selections, tenders or in any case whenever the outcome of the collaboration is aimed at obtaining financial resources from third parties and / or exploiting the results of the research.

#### **Art. 8 - Security and insurance coverage**

“PSMU” and “ANES” will comply with the rules of occupational safety, prevention, protection and health surveillance, according to current legislation, in relation to all personnel involved in the activity, each with exclusive responsibility for its staff.

The parties also undertake to maintain adequate insurance coverage throughout the time of this convention, each with regard to its employees involved in the activity, without prejudice to the responsibility for facts attributable to the fault of the same employees towards each and towards third parties, persons and / or things.

#### Art. 9 - Contact persons

For all the provisions of this Convention and specifically for any obligation and fulfillment arising thereof, each Party shall appoint its own contact person, who shall be the exclusive recipient of all communications relating to the subject matter of this Convention.

“PSMU” appoints: Dr. Yuliia Lysanets

“ANES” appoints: Dr. Ramona Mihaila

Any replacements will be promptly communicated in writing.

#### Art. 10 – Traineeships

“ANES” expresses its willingness to welcome “PSMU” students to its facilities for the completion of curricular and possibly even extracurricular internships.

#### Art. 11 - Processing of personal data

The Parties mutually undertake to process and store data and information, both on paper and electronically, relating to the performance of activities related to this convention and operating conventions, in accordance with the measures and obligations imposed by EU Regulation no. 2016/679 and Legislative Decree 196/2003 and subsequent amendments and additions.

#### Art. 12 - Final clauses

For anything not provided for in this Memorandum of Understanding, the laws and regulations in force shall apply.



For "PSMU"  
**Prof. Viacheslav Zhdan**  
Rector

Bucharest

Date 22.03.2024

For "ANES"

**Ms. Luminița Popescu**

Secretary of State

**Luminita Popescu** Digitally signed by  
Luminita Popescu  
Date: 2024.03.22  
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