



**Απόσπασμα Πρακτικών από την έκτακτη συνεδρίαση του Πρυτανικού Συμβουλίου
του Πανεπιστημίου Δυτικής Μακεδονίας με αριθμό 50/10-06-2021**

Η έκτακτη συνεδρίαση πραγματοποιήθηκε την Πέμπτη 10-06-2021 στις 09.00 μέσω τηλεδιάσκεψης μετά την έγγραφη πρόσκληση του Πρύτανη με αριθμό 5995/09-06-2021, η οποία επιδόθηκε στα μέλη του Πρυτανικού Συμβουλίου με ηλεκτρονικό ταχυδρομείο.

Διαπιστώθηκε η νόμιμη απαρτία με την παρουσία όλων των μελών.

Παρόντες		Απόντες	
Θεοδουλίδης Θ.	Πρύτανης		
Σαριαννίδης Ν.	Αντιπρύτανης		
Μαρόπουλος Στ.	Αντιπρύτανης		
Ιορδανίδης Γ.	Αντιπρύτανης		
Σπύρτου Α.	Αντιπρύτανης		
Ελισαίου Α.	Εκπρόσωπος διοικητικού προσωπικού		
Ζανιάς Ε.	Εκπρόσωπος προπτυχιακών φοιτητών		

Πρακτικά τήρησε ο προϊστάμενος της Γραμματείας Συγκλήτου Ε. Μυλωνάς.

ΘΕΜΑΤΑ ΗΜΕΡΗΣΙΑΣ ΔΙΑΤΑΞΗΣ - Ι. Γενικά θέματα

1. Υπογραφή Μνημονίου συνεργασίας με το University of Antonio de Nebrija στην Ισπανία

Ο Πρύτανης εισάγει τα μέλη του Πρυτανικού Συμβουλίου στο θέμα αναφέροντας ότι πρόκειται για την υπογραφή Μνημονίου συνεργασίας με το University of Antonio de Nebrija στην Ισπανία.

Ακολουθεί συζήτηση και το σώμα του Πρυτανικού Συμβουλίου, λαμβάνοντας υπόψη:

1. Τις διατάξεις του Π.Δ. 92/2003 (Α' 83/11-04-2003 - «Ίδρυση Πανεπιστημίου Δυτικής Μακεδονίας»),
2. Το Π.Δ. 72/2013 (Α' 119/28-05-2013 - «Μετονομασία Τμήματος, συγχώνευση Τμήματος και ίδρυση-συγκρότηση και ανασυγκρότηση Σχολών στο Πανεπιστήμιο Δυτικής Μακεδονίας»),
3. Τις διατάξεις του Κεφαλαίου Γ' (άρθρα 13-22 - «ΠΑΝΕΠΙΣΤΗΜΙΟ ΔΥΤΙΚΗΣ ΜΑΚΕΔΟΝΙΑΣ») του Ν. 4610/2019 (Α' 70/07-05-2019 - «Συνέργειες Πανεπιστημίων και Τ.Ε.Ι., πρόσβαση στην τριτοβάθμια εκπαίδευση, πειραματικά σχολεία, Γενικά Αρχεία του Κράτους και λοιπές διατάξεις»),
4. Την απόφαση με αριθμό 137444/Ζ1/6-9-2019 του Υπουργού Παιδείας και Θρησκευμάτων (Υ.Ο.Δ.Δ. 709/9-9-2019 - «Διορισμός Πρύτανη και Τεσσάρων (4) Αντιπρυτάνεων του Πανεπιστημίου Δυτικής Μακεδονίας»),
5. Την παράγραφο 2 του άρθρου 14 του Ν. 4485/2017 (Α' 114/04-08-2017 - «Οργάνωση και λειτουργία της ανώτατης εκπαίδευσης, ρυθμίσεις για την έρευνα και άλλες διατάξεις»),

6. Τις διατάξεις των ΦΕΚ Β' 4770/24-12-2019 («Ανάθεση αρμοδιοτήτων της Συγκλήτου στο Πρυτανικό Συμβούλιο του Πανεπιστημίου Δυτικής Μακεδονίας») και Β' 1357/14-04-2020 («Μεταβίβαση πρόσθετων αρμοδιοτήτων της Συγκλήτου στο Πρυτανικό Συμβούλιο του Πανεπιστημίου Δυτικής Μακεδονίας»),
 7. Την πολιτική εξωστρέφειας του Πανεπιστημίου Δυτικής Μακεδονίας,
 8. Την εισήγηση του τμήματος Δημοσίων και Διεθνών Σχέσεων,
- αποφασίζει ομόφωνα την υπογραφή μνημονίου συνεργασίας με το University of Antonio de Nebrija (Ισπανία) ως εξής:

**FRAMEWORK OF COLLABORATION AGREEMENT
BETWEEN THE UNIVERSITY OF
AND ANTONIO DE NEBRIJA UNIVERSITY
IN THE FIELD OF DOCTORATE PROGRAMMES**

In Madrid, on ___ of _____ 20__.

GATHERED

On the one hand, Prof. Theodoros Theodoulidis, in the name and on behalf of the University Western Macedonia, domiciled in Kila, Kozanis, 50150, Greece and tax identification number 999562826 in its condition of the Rector appointed by the Government Gazette 709/9-9-2019.

On the other hand, Mr. José Muñoz Fernández, Rector, on behalf of the University of Antonio de Nebrija, with registered office at Campus de Ciencias de la Vida en La Berzosa, 28248, Hoyo de Manzanares (Madrid) and CIF A-78094158, in exercise of the powers conferred by an agreement adopted by the Governing Board at its meeting on July 14, 2020, appointment carried out according to the Rules of Organization and Functioning of the University.

Both representatives, recognizing in each other sufficient legal capacity, sign on behalf of their respective entities this agreement and, to that end,

STATE

I.- That the University Antonio de Nebrija is a private university, recognized under the Law 23/1995, of July 17, dedicated to superior university teaching and research, being included among its objectives the preparation for the exercise of professional activities that require the application of scientific knowledge, as well as the development of specialization courses or specific training activities, being able to establish teaching leading to obtaining both official and own university degrees.

II.- That the University of Western Macedonia is a public University founded by the Greek Law 4610/2019.

III .- That this collaboration agreement responds to the interest of Nebrija University and University of Western Macedonia, in order to promote a policy of collaboration that allows the best performance of their respective interests with maximum use of the means available,

establishing a framework of cooperation and exchange of experiences and cultural, academic, scientific and technical knowledge, in actions related to their doctoral programmes and research activities of the signatory Universities, since both Institutions share the objective of the constant improvement of research, its processes and results and, on the other hand, excellence in the training of doctoral students. To which end they agree to sign this Framework Agreement according to the following,

CLAUSES

FIRST.- Purpose of the Agreement.

The purpose of this Agreement is the formalization of a stable framework of collaboration for the joint realization of training activities or of any other type related to the doctorate programmes of the signatory institutions, which would benefit both parties.

Specifically, the joint collaboration actions that allow closer links between the two programmes and which will be developed by both parties are, by way of illustration and not limitation, the following:

1. Regarding the programmes:

- a) The exchange of contents and teachers in the training activities of doctoral programmes.
- b) The development of information systems to evaluate the quality standards of the Doctorate Programmes

2. Regarding PhD students and teachers attached to doctoral programmes

- a) The development of student and / or faculty mobility programmes
- b) The promotion of the international doctorate
- c) The promotion of joint supervision of doctoral theses
- (d) The elaboration of research and / or academic development projects related to subjects of interest for both institutions.
- d) The development of collaborations with entities and companies in the practical training of doctoral students.

SECOND.- Development of the Agreement.

For the correct execution of the activities indicated in the previous clause, both parties commit themselves to formalize specific agreements to this agreement and / or to formulate collaborative projects, which, in each case, must gather the financing conditions and the operational performing mechanisms, according to the characteristics of the activities to be carried out and the specific objectives to be achieved.

THIRD.- Monitoring Committee.

In order to formulate the specific actions that may be agreed upon by the developing parties to this Framework Agreement, a Monitoring Committee shall be constituted by two

representatives appointed by each party with knowledge and competence in the analysed subject.

The Monitoring Commission shall ensure the compliance with the agreements adopted and resolve any questions of interpretation that may arise in the implementation and development of this Framework Agreement.

FOURTH.- Economic conditions.

No financing commitments or economic obligations are stemming for the parties hereunder.

FIFTH.- Duration of the Agreement.

This agreement shall enter into force on the date of its signature, with an initial duration of 5 years. Upon expiration date, it shall be automatically extended for annual periods, unless it is expressly reported by one of the two parties, at least three months in advance of the initial expiration date or any of its extensions.

In the event of the termination of this Agreement, the parties agree to fulfil the commitments arising from it which have not been concluded at the expiration moment.

It may also be cancelled, amended or extended by agreement of both parties.

SIXTH.- Dissemination of the Agreement.

Both parties undertake the commitment to make all the necessary and timely efforts to better disseminate this agreement among their respective clients and the general public as well.

In order to carry out such dissemination activities, the parties may use the designation or distinctive signs of the other institution in those ordinary actions related to the joint academic activity (promotional information, didactic material, public informative acts, etc.). In the advertising linked to any of the activities covered by this Framework Agreement, the logo of both parties must be included. The use of the logos and, in general, the industrial property rights of the parties, will be always made under the prior and express agreement of their respective owners.

The parties reserve all rights over their respective trademarks and names and, in general, over their respective intellectual property rights. The mark or logo, as well as the badges of both parties, will be used exclusively in the version provided by them, without any colour, shape, symbol or graphics alteration. Any alteration of the logos will be considered an infringement of the rights of the owner of the mark.

SEVENTH.- Protection of Personal Data.

In compliance with the provisions of current legislation on the Protection of Personal Data, the parties are informed that the personal data contained in this Agreement and those derived from the relationship will be treated by both parties with the purpose of managing the contractual relationship.

The basis of this treatment is the execution of the agreement, so the provision of data for this purpose is mandatory and would prevent compliance otherwise.

The data will be kept for that purpose during the entire time the agreement is in force and, even afterwards, for the entire time required by the applicable legislation and until the possible responsibilities derived from it expire.

The parties have the right to request access to their personal data, rectification or deletion, as well as the limitation of its treatment, to oppose it and the portability of their data. Faced with any violation of their rights, a claim may be filed with the Spanish Agency for Data Protection.

Data transfers are not planned. However, in the event that, as a result of the development of this agreement, it is necessary for the parties to exchange personal information, each of them undertakes to fully comply with the data protection obligations contained in the REGULATION OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL concerning the protection of natural persons with regard to the processing of personal data and the free circulation of such data. The respective responsibilities of the parties for compliance with the obligations under the above Regulation and applicable law are determined in a transparent manner and governed by means of an arrangement between them.

EIGHT.- Confidentiality and reservation of information.

All information provided by one party to the other shall be considered as "confidential" or "privileged". Each party is obliged not to use the information received from the other party by virtue of the conclusion and fulfilment of this Agreement for any purpose other than the one specified in it, unless obtaining in advance the express written permission of the party owner of the information. Each of the parties is obliged to take the necessary measures to prevent the disclosure, improper use and exploitation of the information received, to monitor it and to share it only with the personnel that, due to their functions, must know it.

NINTH.- Code of Conduct and Anticorruption Policy.

The parties expressly accept the content and ethical values established in the Code of Conduct and Anticorruption Policy of the other party, whose content they know, formally committing to put it into practice in each and every one of the decisions, processes and activities developed in collaboration with the University, as well as not carrying out any practice that in any way may lead to a violation of applicable laws or regulations related to corruption.

Likewise, the enforcement of this Code and Policy is mandatory to all third parties involved on their own in all activities developed jointly.

Failure to comply with the provisions of this clause, as well as any unethical behavior that may arise during the relationship of the parties must be reported immediately, will be cause for resolution and, where appropriate, will result in demanding lawful compensation for damages that may arise.

TENTH.- Applicable Jurisdiction.

Both parties agree that this Agreement is a product of good faith, so that any controversy arising from it regarding its formalization, operation and compliance, will be resolved in a joint and conciliatory manner.

The parties agree that any litigation, discrepancy, issue or claim arising out of or in connection with the execution or interpretation of this Agreement, directly or indirectly, in

the event of failure to reach the desired agreement within the Commission, it shall be submitted to the Jurisdiction of a neutral arbitrator of common designation.

And in proof of conformity, the present Framework Collaboration Agreement is signed in duplicate, at the place and date indicated in the heading.

**FOR THE ANTONIO DE
NEBRIJA UNIVERSITY**

**FOR THE UNIVERSITY OF
WESTERN MACEDONIA**

**The rector,
Mr. José Muñiz Fernández**

**The rector,
Prof. Theodoros Theodoulidis**

Στη συνέχεια επειδή δεν υπάρχει άλλο θέμα, λύεται η συνεδρίαση του Πρυτανικού Συμβουλίου και υπογράφεται το πρακτικό ως ακολούθως:

Επικυρώνεται το πρακτικό

Κοζάνη, 10-06-2021

Ο Πρύτανης

Ο γραμματέας της Συγκλήτου

Καθηγητής Θ. Θεοδουλίδης

Ε. Μυλωνάς