

MEMORANDUM OF UNDERSTANDING
BETWEEN
TRNAVA UNIVERSITY IN TRNAVA
AND
SYRACUSE UNIVERSITY

The purpose of this Agreement is to promote scholarly exchange and cooperation between Syracuse University in Syracuse, New York, USA ("SU") and Trnava University in Trnava, Slovakia ("TU") to provide for Europe's physical and legal security by building transatlantic and European academic bonds.

1. Purpose and Scope.

Under this Agreement, SU and Collaborating Institution undertake to promote and provide for the exchange of scholars and students, the development of cooperative efforts in research and scholarly publication, and the exploration of further avenues of interaction between the two institutions. In particular, the parties will strive to build a network of security and law specialists to advance an understanding that good faith application of law advances security.

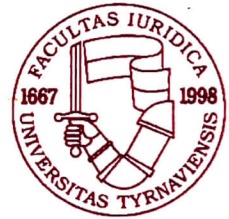
The "Home Institution" as used herein is the institution where the student originally enrolled [or where the faculty member is employed prior to any such exchange]. The "Host Institution" as used herein is the institution to which the exchange student or visiting faculty member is attached for the duration of the exchange.

Faculty, administrators, and students interested in the programs and pathways outlined below are advised to visit <http://law.syr.edu/admissions/international-programs/> in order to access contact and application information regarding required forms, procedures, and deadlines.

2. Term. This Agreement shall commence on the later date of signing by both parties and shall continue in effect for five (5) years or until terminated as provided in Section 6.

3. Faculty Participants.

(a) Faculty from both institutions may pursue short-term research visits, ranging from 1 week up to 18 months, at the other institution as a Visiting Scholar/Researcher. Visiting Scholars/Researchers under this Agreement will be able to observe course lectures, attend public lectures and events held within the College of Law and Syracuse University, access the library collections of the host institution, and will be provided an office (private or shared) on a space-available basis.



(b) Faculty to participate in the Visiting Scholar program must be nominated by the Home Institution and accepted by the Host institution, according to procedures developed internally at each institution and following a timetable to be determined mutually by the two institutions.

(c) As between the Home Institution and the Host Institution (but subject to arrangements between the Home Institution and its faculty), the cost of travel between the two institutions, daily living expenses, and the salary and benefits of the faculty shall be arranged by agreement of the institutions and/or Visiting Scholar/Researcher(s).

(d) The Host Institution shall assist participating faculty with administrative support in finding housing and securing a visa.

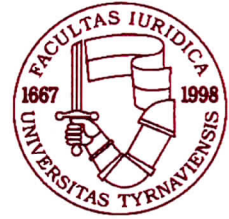
(e) As between the Home Institution and the Host Institution (but subject to arrangements between the Home Institution and its faculty), the Home Institution and/or the Visiting Scholar/Researcher shall own all rights of any kind or nature in and to all of the product created solely by the Visiting Scholar/Researcher pursuant to this Agreement, including without limitation copyright, patent rights and all other proprietary rights in or to any ideas, concepts, designs, plans or other similar creative works. As related to co-authored works written by Visiting Scholars/Researchers from the Host and Home Institutions, the authors will agree among themselves on the distribution of proprietary rights.

4. **Training Program Participants.** The Collaborating Institutions agree to explore and collaborate on the development of short-term training programs that involve the movement of faculty and/or students from one institution to another institution. The full scope and details of any training program developed between the Collaborating Institutions will be set out in writing in a separate Agreement.

5. **Pre-Departure Verifications.** Before departure to the Host Institution, participating students, faculty and/or visiting scholars shall verify to the satisfaction of the Host Institution that they have fulfilled all requirements for their admission to and residence in the host country, and that they have sufficient health insurance coverage including hospitalization, medical evacuation, repatriation, and a valid visa and passport.

6. **Termination.** This Agreement may be terminated as follows:

(a) Either institution may terminate this Agreement as of July 1 in any year without necessity of demonstrating cause, upon notice to the other institution provided not later than 3 months of the preceding year.



(b) Either institution may terminate this Agreement upon 30 days' prior written notice of a material breach by the other institution, unless the breaching institution cures the breach to the reasonable satisfaction of the non-breaching institution within such 30-day period.

(c) Either institution may terminate this Agreement immediately upon written notice in the event that the other institution engages in conduct which is unethical, unlawful or adverse to the reputation of the terminating institution; provided, however, that such notice must state with sufficient detail the particular conduct giving rise to the notice of termination and the basis for attributing such conduct to the non-terminating institution.

(d) Either institution may terminate this Agreement immediately upon notice to the other institution in the event that any governmental authority of competent jurisdiction, or the Middle States Commission on Higher Education (the "Middle States Commission"), determines that such institution may not participate in this Agreement or in agreements of this nature.

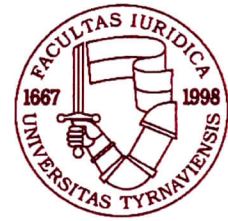
(e) Either institution may terminate this Agreement immediately if it determines, in its sole discretion, that the health, safety or welfare of any students or faculty is in danger.

Except to the extent (i) required by law or the Middle States Commission, or (ii) necessary to ensure the safety and wellbeing of participating students, termination of this Agreement shall not affect students already accepted by either institution under the terms of the exchange, who shall be allowed to complete the exchange under the terms outlined in this Agreement.

7. **Force Majeure.** Neither institution shall be liable for failure to perform any duty or obligation under this Agreement, other than an obligation to pay money as and when due, if such failure is occasioned by any act of God, fire, labor dispute, inevitable accident, war, terrorist attack (or threat thereof), epidemic, pandemic or other health concern, or any other cause outside the reasonable control of the institution that had the duty to perform; *provided*, however, that the non-performing institution shall resume performance in accordance with the otherwise applicable terms and conditions of this Agreement as soon as practicable following abatement of such cause.

8. **Independent Contractors; Indemnification; Insurance.**

(a) SU and Collaborating Institution shall be independent contractors and not partners, joint venturers, principal and agent, or any other similar relationship. Neither institution shall have, or hold itself out as having, the power or authority to bind or create liability for the other by its negligent or intentional act or omission.



(b) Each institution shall defend with competent counsel, indemnify and hold harmless the other institution and the other institution's trustees, officers, directors, employees, agents and representatives from and against all claims, demands, actions, suits and proceedings (whether civil, criminal or administrative), and all liability, loss, expense (including reasonable attorneys' fees), costs or damages, which are proximately caused by (i) such institution's breach of its obligations under this Agreement, or (ii) the intentional or negligent act or omission of such institution or any of its trustees, officers, directors, employees, agents, representatives or contractors.

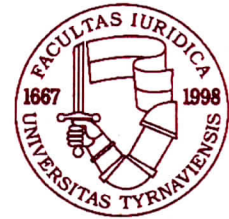
(c) Each institution shall procure and maintain insurance as it may deem necessary with respect to this Agreement, including without limitation any insurance it may deem necessary to cover the contractual liability created in Section 10(b).

9. Confidentiality. In the course of the activities contemplated by this Agreement, SU and Collaborating Institution may exchange information that is identified (orally or in writing) as confidential or is of such a nature that a reasonable person would understand such information to be confidential ("Confidential Information"); provided that "Confidential Information" shall not include information (a) generally known to the public, (b) already known, through legal means, to the institution receiving the information, or (c) legally obtained from a third party. Confidential Information shall be deemed to include the non-public personal financial information, student education records, and other protected information relating to students in accordance with the Gramm-Leach Bliley Act (and the Federal Trade Commission's implementing regulations) and the Family Education Rights and Privacy Act of 1974. Each institution agrees to use the other party's Confidential Information solely for the purpose of the activities contemplated by this Agreement, and not to disclose such Confidential Information to any person or entity other than its own trustees, officers, employees, agents, advisors and representatives who have a reasonable need to know the information for purposes of fulfilling their obligations to their institution. In the event that either institution is required to disclose the other institution's Confidential Information pursuant to applicable law or a judicial or government order, or seeks to disclose Confidential Information in connection with any litigation, alternative dispute resolution proceeding or regulatory proceeding, it may make such disclosure, but will notify the other institution in advance, so as to allow the other institution an opportunity to obtain a protective order or similar relief.

10. Notices. Any notice or other communication required or permitted under this Agreement shall be in writing and in the English language, and shall be given by personal delivery or overnight delivery service, or by facsimile transmission, to the following addresses:

If to SU:
Andrew S. Horsfall
Assistant Dean of International Programs

If to Collaborating Institution:
Peter Mészáros
Vice-dean for International Relations



Syracuse University College of Law
Dineen Hall, Suite 217
Syracuse, New York, 13224
USA
Phone: 315-443-1962

Faculty of Law, Trnava University in Trnava
Hornopotočná 23 / Kollárova 10
Trnava, 918 43
Slovakia
Phone: 421-33-59-32-111

With a copy to:

Office of University Counsel
Syracuse University
Crouse-Hinds Hall, Suite 513
900 South Crouse Avenue
Syracuse, New York 13244
USA

International Office
Trnava University in Trnava
Hornopotočná 23
918 43 Trnava
Slovakia

Notices shall be effective (a) if personally or overnight service delivered, upon delivery, or (b) if faxed, on the date of transmission with notice of receipt. Either institution may change its designee or address for notices from time to time in accordance with this section.

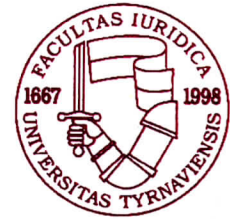
11. Publicity. Each institution shall be free to publicize in an accurate manner the existence of this Agreement and the arrangements and programs contemplated by this Agreement; provided that (a) any press release or similar public announcement concerning such matters shall be subject to the prior written approval of the other institution, which approval shall not be unreasonably withheld or delayed, and (b) neither institution shall publicize, advertise, promote, or admit students into any program covered by this Agreement until all applicable requirements of the Middle States Commission have been met.

12. Entire Agreement; Modification. This Agreement represents the entire understanding of the parties with respect to its subject matter, and it supersedes all prior agreements, understandings or representations, whether oral or written, by either institution. No amendment or modification of this Agreement shall be valid or enforceable unless made in writing and signed by the parties.

13. Waiver. A waiver of any provision or breach of this Agreement must be in writing and signed by the institution making the waiver in order to be effective and binding. The waiver of any breach of this Agreement by either institution shall not operate or be construed as a waiver of any subsequent breach. The waiver of any term or condition of this Agreement by either institution shall not operate or be construed as a waiver of any other term or condition.



14. **Assignment; Binding Effect.** This Agreement may not be assigned by either institution without the prior written consent of the other institution, and any purported assignment without such consent shall be void. Subject to the preceding sentence, this Agreement shall be binding upon and shall benefit both institutions and their respective successors and assigns.
15. **Dispute Resolution.** The participating institutions shall endeavor to resolve any disputes between them pertaining to this Agreement through good faith discussions among appropriate management personnel. The participating institutions shall engage in such discussions prior to commencing litigation or similar proceedings against one another; provided, however, that the foregoing shall not preclude either institution from seeking appropriate injunctive relief in the event that the other institution takes, or threatens to take, action reasonably likely to result in irreparable harm to such institution or its students or faculty.
16. **Applicable Law; Jurisdiction; Venue.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of New York State, without regard to principles of conflicts of law. The venue of any proceeding to resolve a dispute with respect to this Agreement shall be a state or federal court with appropriate subject matter jurisdiction located in Onondaga County, New York, USA, and both institutions hereby submit to the jurisdiction of such court.
17. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, the remaining provisions of this Agreement shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid, unless to do so would contravene the present valid and legal intent of the parties.
18. **Compliance.** In performing their respective activities contemplated by this Agreement, SU and Collaborating Institution shall comply with all applicable laws, treaties, rules and regulations, including without limitation United States export control laws, rules and regulations. In addition, this Agreement shall be subject to all applicable requirements of the Middle States Commission, and each institution agrees to take such actions as are necessary to cause the programs contemplated by this Agreement to be operated in full compliance with such standards (including without limitation (i) the facilitation of appropriate oversight for such programs in accordance with the Middle States Commission's policy "International Programs Offered by Accredited Institutions", if and to the extent applicable, and (ii) the provision of records pertaining to such programs to the Middle States Commission upon request). This Agreement does not imply or extend Middle States Commission accredited status to either institution that is not otherwise so accredited. All activities and/or transactions contemplated or hereby agreed to within this Agreement shall be strictly predicated on full compliance with all U.S. and international export



control regulations including but not limited to restricted party prohibitions; export license requirements; and compliance with all U.S. OFAC license requirements and sanctions.

19. No Third Party Beneficiaries. This Agreement is not intended to benefit any third party, nor shall any person who is not a party hereto be entitled to enforce any of the rights or obligations of a party under this Agreement. Without limiting the generality of the foregoing, it is understood and agreed that the host institution undertakes no obligation for day-to-day supervision of exchange participants, who shall be responsible for their own safety and security on a day-to-day basis.

20. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

The parties' assent to this Agreement is established by the following signatures:

SYRACUSE UNIVERSITY

TRNAVA UNIVERSITY IN TRNAVA

By: _____
Gretchen Ritter
Vice Chancellor and Provost

By: _____
Kene Bilik
Rector



Date: _____

Date: 4 October 2022

SYRACUSE UNIVERSITY COLLEGE OF LAW

By: _____
Hon. James E. Baker
Director
Syracuse University
Institute for Security Policy and Law

By: _____
Hon. Andrea Olšovská
Dean
Trnava University in Trnava
Faculty of Law



Date: October 4, 2022

Date: 4 October 2022