



Department of Law

Trnava University- Faculty of Law

## MEMORANDUM OF UNDERSTANDING

### BETWEEN

**The Department of Law  
School of Business and Law  
Frederick University, Cyprus**

### AND

**The Faculty of Law  
University of Trnava, Slovak Republic**

This Memorandum of Understanding ("MoU") is entered into by the **Department of Law of the School of Business and Law at Frederick University** (hereinafter the "First Party" or "FredU Law"), headquartered at 7 G. Freiderickou St., Nicosia 1036, Cyprus, and the **Faculty of Law of the University of Trnava** (hereinafter the "Second Party" or "Trnava Law"), headquartered at Kollárova 10, 918 43 Trnava, Slovak Republic. The First Party and the Second Party are hereinafter referred to individually as a "Party" or "Institution" and jointly as the "Parties" or "Institutions".

**WHEREAS**, Frederick University was established in 2007, being the first private university to be granted a license of operation in Cyprus. The Department of Law is part of the School of Business and Law and offers undergraduate and postgraduate programs in law. Its programs of study have been evaluated and accredited by the Council of the Cyprus Agency of Quality Assurance and Accreditation in Higher Education (CYQAA) and are recognized by KYSATS, the

competent authority of the Republic of Cyprus for the recognition of higher education qualifications.

**WHEREAS**, the University of Trnava is a distinguished institution of higher education in the Slovak Republic, and its Faculty of Law has a strong tradition in legal education and research, contributing significantly to the development of legal scholarship and practice in both national and European contexts.

**AND** the Parties, recognizing the mutual benefits to be gained through cooperative programs promoting scholarly activities, legal education, and international understanding, wish to cooperate in good faith in joint activities including, but not limited to, exchange of students, faculty, and researchers, joint research projects, and other activities as to be agreed on hereinafter.

**NOW, THEREFORE**, the Parties wish to express their intention to cooperate as follows:

## **Article I**

### **Purpose and Scope**

The purpose of this MoU is to provide a framework for cooperation and facilitate and strengthen collaboration between the Parties in the field of legal education, legal research, and related academic activities as identified in Article II below. This cooperation aims to enhance the quality of legal education, promote academic

exchange, and foster mutual understanding of different legal systems and traditions.

## **Article II**

### **Areas of Cooperation**

The Parties have identified the following areas through which cooperation may be pursued, with each Party operating subject to its respective mandates, governing regulations, rules, policies, and procedures:

#### **1. Exchange of Faculty Members, Researchers, and Legal Scholars:**

- a) Each Party may receive faculty teaching members, researchers, and legal scholars to teach courses, deliver lectures and seminars, engage in individual or joint research projects, and participate in academic conferences and workshops.
- b) Matters pertaining to the implementation of exchanges of faculty and researchers, including duration, teaching responsibilities, research facilities, and related arrangements, shall be discussed and negotiated on an individual basis.
- c) The duration of the exchange program may range from one week to an entire semester or academic year, as mutually agreed.

#### **2. Exchange of Students:**

- a) Each Party may receive undergraduate, postgraduate, or doctoral students for study visits, research stays, or semester exchanges. The number of exchange

students per semester will be determined by mutual agreement and may be adjusted based on available resources and capacity.

- b) Student exchanges shall be conducted within the framework of the Erasmus+ programme, similar mobility programmes, or on a bilateral basis. The specific terms, conditions, financial arrangements, and procedures for student exchanges shall be agreed upon in detail during the implementation process of this MoU, taking into account the requirements of applicable mobility programmes and the internal regulations of both Institutions.
- c) The potential students' exchange program will be based on the principle of reciprocity. The period of stay at the host Institution will typically be one semester, but may be extended to a full academic year by mutual agreement.
- d) Participating students in the program must be officially registered and pay tuition at their home Institution. Proof of registration and good academic standing will be required.
- e) All expenses including accommodation, board, travel, living expenses, health insurance, and other incidentals shall be borne by the students unless otherwise provided by applicable mobility programme funding or as otherwise agreed in specific program agreements.
- f) The hosting Institution will provide academic guidance and support with accommodation arrangements for participating students.
- g) The guest Institution will oversee all details related to announcing the program and will send information about participating students to the host Institution in a timely manner.

**3. Joint Research Activities:**

- a) The Parties will encourage and facilitate joint research projects in areas of mutual interest, including but not limited to: European Union law, international law, comparative law, human rights law, digital law and emerging technologies, private international law, and other fields of legal scholarship.
- b) The Institutions will seek to apply jointly for national, European, and international research funding based on their complementary expertise.
- c) Both Institutions will specify the terms of research collaboration, including funding arrangements, in separate agreements or addenda to this MoU.
- d) Joint publications in academic journals, books, and conference proceedings are encouraged. Authorship and intellectual property rights related to joint research shall be determined in accordance with internationally recognized academic standards and the internal policies of each Institution.

**4. Academic Events and Conferences:**

- a) The Parties will co-organize academic conferences, symposia, workshops, seminars, and lectures on topics of mutual interest in legal scholarship.
- b) Faculty members and students from both Institutions will be invited to participate in such events, either in person or through virtual means.
- c) The Parties will promote and publicize joint events through their respective communication channels.

**5. Exchange of Legal Materials and Information:**

- a) The Parties will facilitate the exchange of legal publications, academic journals, research papers, teaching materials, and other relevant information.
- b) Library and database access may be provided to visiting faculty and students, subject to the internal regulations of each Institution.

**6. Specialized Programs and Activities:**

- a) Summer Schools and Short-Term Programs: The Parties may organize joint summer schools, intensive courses, or short-term specialized programs in specific areas of law.
- b) Moot Court Competitions: The Parties will encourage student participation in international moot court competitions and may jointly organize or host such competitions.
- c) Clinical Legal Education: Where applicable, the Parties may cooperate in the development and implementation of clinical legal education programs and pro bono initiatives.
- d) Double Degree or Joint Degree Programs: Subject to regulatory approval and separate detailed agreements, the Parties may explore the possibility of establishing double degree or joint degree programs.

**7. Other Activities:**

The Parties may engage in other forms of cooperation in legal education, research, and professional development as may be mutually agreed upon, provided such activities are consistent with the purposes of this MoU and do not contradict any legal or regulatory provisions.

**Article III****Implementation of Activities**

For the implementation of specific activities, programs, or projects where detailed terms, commitments, schedules, or budget must be specified, separate agreements or protocols shall be concluded between the Parties. Such specific agreements shall be governed by their own terms while observing the general framework established by this MoU.

**Article IV****Coordinators**

Each Party shall designate a coordinator or contact person to oversee and facilitate the implementation of this MoU and any specific agreements arising from it. The coordinators shall:

- a) Serve as the primary point of contact for all communications related to this MoU;
- b) Facilitate the exchange of information and documentation;

- c) Coordinate visits, exchanges, and joint activities;
- d) Monitor and evaluate the progress of cooperative activities.

The coordinators shall be appointed by the respective Institutions and their contact information shall be communicated promptly to the other Party.

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## **Article V**

### **Consultation and Review**

The Parties shall maintain regular communication and consult on matters of common interest that may lead to further collaboration. The coordinators designated under Article IV shall meet at least once per year, either in person or by electronic means, to review the progress of activities under this MoU and to plan future initiatives.

The Parties may invite each other to send observers or participants to academic events, conferences, or meetings convened by them in which the other Party may have an interest, subject to the applicable procedures for such events.



**Article VI****Use of Name and Emblem**

Neither Party shall use the name, emblem, logo, or trademarks of the other Party, or any abbreviation thereof, in any publication, promotional material, or other public communication without the express prior written approval of the other Party in each case. The Parties shall consult on appropriate recognition and acknowledgement of their partnership in joint activities.

**Article VII****Confidential Information**

In the course of implementing this MoU, either Party may have access to information that the other Party considers confidential. Each Party agrees to treat such information with appropriate care and not to disclose it to third parties without the prior written consent of the disclosing Party, except where disclosure is required by law or where the information is already in the public domain.

This obligation of confidentiality shall survive the termination or expiration of this MoU.

**Article VIII****Intellectual Property Rights**

Any intellectual property created jointly by the Parties or their respective faculty, researchers, or students in the course of collaborative activities under this MoU shall be owned jointly by the Parties unless otherwise agreed in a specific written agreement.

The rights of individual authors and researchers to their own work shall be respected in accordance with internationally recognized academic standards and the internal policies of each Institution.

For collaborative research projects that may generate intellectual property, the Parties shall negotiate and conclude specific agreements detailing the ownership, use, and commercialization of such intellectual property prior to commencement of the project.

**Article IX****Data Protection and Privacy**

The Parties agree to comply with all applicable data protection laws and regulations, including the General Data Protection Regulation (EU) 2016/679 (GDPR) and any national data protection laws. Any collection, processing, or transfer of personal data in connection with activities under this MoU shall be

conducted in accordance with applicable legal requirements and with appropriate safeguards to protect the rights and privacy of individuals.

## **Article X**

### **Financial Arrangements**

This MoU does not, in itself, commit either Party to any financial expenditure. Any financial arrangements related to specific activities or projects under this MoU shall be subject to the availability of funds and shall be specified in separate agreements or protocols.

Unless otherwise agreed in writing, each Party shall bear its own costs in implementing activities under this MoU.

## **Article XI**

### **Non-Legally Binding Nature**

This MoU is an expression of intent and goodwill and does not constitute a legally binding agreement. Nothing in this MoU shall be construed as creating legally binding commitments, financial obligations, or enforceable rights and duties, except with respect to confidentiality (Article VII) and intellectual property rights (Article VIII). Neither Party shall be an agent or representative of the other Party, and this MoU does not create a partnership or joint venture between the Parties.

**Article XII****Term, Renewal, and Termination**

This MoU shall become effective on the date of signature by both Parties and shall remain in force for a period of five (5) years from that date.

The Parties may agree to renew this MoU for subsequent periods by mutual written consent at least three (3) months before the expiration date.

Either Party may terminate this MoU at any time by providing six (6) months prior written notice to the other Party.

Termination of this MoU shall not affect any ongoing activities, programs, or projects initiated under its framework, which shall continue in accordance with their specific terms unless otherwise agreed by the Parties.

**Article XIII****Amendment**

This MoU may be amended or modified at any time by mutual written agreement of the Parties, signed by their duly authorized representatives.

**Article XIV**

**Settlement of Differences**

Any differences or disputes arising out of or in connection with this MoU shall be resolved amicably through consultation and negotiation between the Parties. The Parties commit to good faith efforts to resolve any issues through dialogue and mutual understanding.

**Article XV****Notices**

Any notice or communication under this MoU shall be in writing and shall be sent to the following addresses or such other addresses as may be notified by either Party:

**For Frederick University:**

Department of Law  
School of Business and Law  
Frederick University  
7 G. Freiderickou St.  
Nicosia 1036  
Cyprus  
Email: [to be completed]  
Phone: [to be completed]



### Department of Law

### Trnava University- Faculty of Law

#### For University of Trnava:

Faculty of Law  
University of Trnava  
Kollárova 10  
918 43 Trnava  
Slovak Republic  
Email: [to be completed]  
Phone: [to be completed]

#### Article XVI

##### Language

This MoU is executed in English in two original copies, one for each Party, both texts having equal validity.

**IN WITNESS WHEREOF**, the duly authorized representatives of the Parties have signed this Memorandum of Understanding on the dates indicated below.

For Frederick University	For University of Trnava
Name: Prof.	Name: Prof. Marianna Novotná
Title: Head of Department of Law	Title: Dean of Faculty of Law
Signature: _____	Signature: _____
Date: _____	Date: _____
Place: Nicosia, Cyprus	Place: Trnava, Slovak Republic