



FULL TEXT OF DIRECTIVE No. 221

elaborated on 5 May 2022

Cooperation of the University of Žilina with External Partners from Practice

Discussed by: UNIZA Academic Senate on 25 April 2022

Approved by: UNIZA Scientific Board on 5 May 2022

Effective from: 5 May 2022

Article 1 Preamble

This Directive is a part of the internal regulations of the University of Žilina (hereinafter referred to as "UNIZA") and has been prepared in accordance with Act No. 131/2002 Coll. on Higher Education and on and on the Change and Supplement to Some Acts as amended (hereinafter referred to as the "Higher Education Act") and in accordance with the UNIZA Internal Quality Assurance System (hereinafter referred to as the UNIZA Quality Assurance System) developed pursuant to Act No. 269/2018 Coll. on Quality Assurance of Higher Education and on amendments and supplements to Act No. 343/2015 Coll. on Public Procurement and on Amendments to Certain Acts as amended (hereinafter referred to as the "Quality Assurance of Higher Education Act"), as well as in the sense of the standards of the Slovak Accreditation Agency for Higher Education (hereinafter referred to as the "SAAHE").

Article 2 General Provisions

1. The subject of this Directive is to define the authority, scope, and responsibilities and to establish rules for the involvement of external partners from practice in UNIZA activities related to the UNIZA Quality Assurance System as well as to the overall approach and rules of UNIZA to cooperation with external partners.
2. External partners from practice can be international organizations or their representatives, national organizations and institutions, state authorities or local authorities, interest associations, societies, chambers, unions as well as representatives of employers' associations, employers, or other professionals from the area of competence of UNIZA.
3. External partners from practice are external stakeholders (hereinafter referred to as "partners"), which include authorities from practice as defined in Article 23 of Directive No. 214 Structures of the Internal Quality Assurance System for the Creation, Modification, Approval and Cancellation of Study Programmes at the University of Žilina (hereinafter referred to as "Directive No. 214"), that participate in the quality assurance of higher education and in related activities in the form set out in this Directive and in the related internal legal regulations of UNIZA.
4. The authority from practice has an independent status as an external stakeholder with regard to its main subject of activity or professional focus, it is an independent organization, and its main task is to objectively and independently comment on the creation, modification, cancellation and harmonization of study programmes with the standards of SAAHE on the basis of a request from UNIZA or its parts in the form of a statement (opinion):
 - a) on proposals for the harmonization of existing accredited study programmes with the SAAHE standards for the internal quality assurance system of higher education and the SAAHE standards for the study programme,
 - b) on the need to create a new study programme (to the initiative),
 - c) on the intention to create a new study programme,
 - d) on the proposal to create a new study programme,
 - e) on the proposal to modify the study programme,
 - f) on the initiative for the cancellation of a study programme,
 - g) on other matters related to the quality assurance of education at UNIZA based on the requirements of UNIZA or its units, as well as the overall conceptual direction of individual study programmes.

Article 3
Scope of Partners' Activities

1. UNIZA partners may participate in the provision of activities related to improving the quality of higher education and research in any of the following forms, namely:
 - a) formulate (for the purpose of designing or modifying study programmes) suggestions concerning the requirements of practice, in particular the requirements for graduates (sector-specific expectations),
 - b) provide feedback on UNIZA's activities and performance, in particular feedback in relation to UNIZA graduates if they employ them,
 - c) on the basis of a mutual agreement with UNIZA or its unit, nominate their representatives to the structures of the UNIZA Quality Assurance System and by their active participation in these structures, they contribute to the improvement of the quality of education and related activities of UNIZA,
 - d) on the basis of a mutual agreement with UNIZA, they cooperate in the implementation of study programmes by providing professional lectures, enabling excursions and practical internships for UNIZA students,
 - e) on the basis of a mutual agreement with UNIZA, the partners' employees, after their prior approval by the Scientific Board of UNIZA or the Scientific Board of the faculty, participate in the state final examinations for bachelor's and engineering/master's study programmes or in the committees for habilitation procedures and professor appointment procedures (inauguration procedures),
 - f) on the basis of mutual agreement with UNIZA, the partners' employees participate in dissertation examinations, they can propose topics for dissertations, engineering/master's and bachelor's theses that need to be solved for practice,
 - g) by mutual agreement with UNIZA, the partners' employees may be entrusted with the supervision of bachelor's or engineering/master's theses or with the preparation of a reviewer's opinion of bachelor's, engineering/master's theses, or doctoral dissertations,
 - h) as cooperating partners, they can actively participate in the evaluation of UNIZA students and their achievements,
 - i) on the basis of a mutual agreement between UNIZA and the partners, in case of interest, the partners may provide UNIZA with technological equipment, software or licenses to which UNIZA has all property rights, which are owned by UNIZA, and which could be used by UNIZA in the educational process in order to improve the quality of this process,
 - j) on the basis of a mutual agreement with UNIZA, in case of interest on the part of the partners, the partners may collaborate on research, be part of research teams or participate in the organisation of professional or scientific events of various kinds organised by UNIZA (e.g. international scientific conferences, symposia, workshops, etc.), as well as in other forms of cooperation agreed between the partners and UNIZA, or a part of UNIZA, in a framework cooperation agreement in accordance with Article 5 (1) and (2) of this Directive,
 - k) participate in the periodic evaluation and subsequent improvement of study programmes, in particular by commenting on the results of the evaluation and on the measures taken on the basis of the periodic evaluation of the study programmes concerned.

Article 4

UNIZA's Procedure and Principles for Identifying Partners

1. UNIZA and its individual units shall identify potential partners who represent the area of competence of UNIZA, individual fields of study, study programmes and who are interested in supporting and participating in the implementation of the intentions of UNIZA or its units in the field of quality assurance of education and, in the case of authorities from practice, shall also proceed in accordance with Article 23 (3) to (6) of Directive No. 214.
2. Based on their mutual agreement, the partners cooperate with UNIZA in accordance with the subject of interest, professional as well as time possibilities and need of UNIZA.
3. UNIZA proposed individual forms (levels) of cooperation on the basis of the concluded contractual relationship with regard to the scope of cooperation in which the identified partners are interested.
4. When identifying the partner as part of the procedure prior to the conclusion of any form of cooperation between UNIZA and the partner, UNIZA and its parts must, in addition to the basic data such as the name of the partner, the address, the main subject of activity and the field of activity of the partner, also indicate:
 - a) where collaboration within study programmes is involved, a brief description of the partner's status in the field of study,
 - b) where study programmes cooperation is involved, relevance to existing or planned study programmes and their possible adaptations,
 - c) in case of interest in concluding a Framework Agreement on cooperation with an authority from practice, the existence of previous forms of cooperation of the partner with UNIZA or its unit (if they have already been concluded in the past),
 - d) where study programmes cooperation is involved, the suitability of the partner in relation to the partner's intended form of involvement,
 - e) declared partnerships with domestic and foreign universities,
 - f) potential risks arising from the partner's involvement in cooperation with UNIZA,
 - g) a contact person with whom to communicate about partnership and cooperation,
 - h) a recommendation on the form and timing of the partner's involvement.

Article 5

Scope and Forms of Cooperation Between UNIZA and Its Partners

1. UNIZA cooperates with its partners on the basis of Framework Cooperation Agreements, which may take the form of a framework cooperation agreement, a framework cooperation agreement with an authority from practice or a memorandum of cooperation. The scope of cooperation is determined by mutual agreement between UNIZA and its partner.
2. Framework drafts of the individual cooperation agreements with the partner are attached as Annexes 1 to 3 of this Directive and in terms of content:
 - a) Annex No. 1 A Framework Cooperation Agreement is concluded between UNIZA, or a part thereof, and the partner in the event that UNIZA and the partner agree on the basis of the same subject of interest on cooperation at all levels, whether in terms of education or science and research.
 - b) Annex 2 Framework Agreement on Cooperation with Authority from Practice is concluded on the basis of a mutual agreement between UNIZA, or its part and the partner in the case that the aim of mutual cooperation is to achieve

the highest possible quality of education in accordance with the Act on Quality Assurance of Higher Education, the authority from practice on the basis of a request from UNIZA, or its part within 30 days from the date of the request, shall objectively and independently express its opinion on the establishment, modification, cancellation, and harmonization of study programmes with the standards of the SAAHE in the form of a statement (opinion) in accordance with Article 2 (4) (a) to (g) of this Directive.

- c) Annex 3 A Memorandum of Cooperation is concluded if UNIZA, or its part and partner, wish to express mutual support in their activities or declare an interest in future cooperation on activities not yet specified at that time, or cooperate in the development of standards, in the legislative process, etc.
3. If UNIZA or its units have identified that they already have a contractual relationship with a partner in accordance with Article 5 (1), they need to identify the scope of the partnership and inform the partner by letter about the ongoing changes in accordance with the new UNIZA Quality Assurance System according to the Quality Assurance in Higher Education Act and SAAHE Standards, which emphasizes UNIZA's cooperation with partners as well as their role in the UNIZA Quality Assurance System processes, such as the following – nomination as a member of the Study Programme Board, as a representative of employers, as a member of the UNIZA Accreditation Board and others.
4. At the same time, it is important to note that these Framework Cooperation Agreements are only the basis for cooperation with the partner and in case of the need to solve specific research tasks, projects, or consulting activities that will require financial participation, UNIZA and the partner will conclude a follow-up (partial) contract.
5. By mutual agreement of the partner and UNIZA, if the partner is identified as a authority from practice, they shall conclude a Cooperation Agreement between UNIZA and the practice authority in accordance with Annex 2 of this Directive, or they shall conclude an amendment to an existing contractual relationship, and the subject of the amendment shall be the modification of the mutual relationship between UNIZA, or its units, and the authority from practice.
6. If UNIZA, or a unit thereof, has identified a new partner with whom it has not yet concluded a cooperation agreement, it shall approach the partner with a proposal for cooperation, which may also include a proposal for one of the forms of cooperation in accordance with Annexes 1 to 3 of this Directive.
7. At the same time, in accordance with paragraph 6 of this article, it is necessary to identify whether a given partner cooperates only with a department or a specific unit of UNIZA, in which case the dean of the relevant faculty is authorised to conclude a cooperation agreement.
8. If it is identified that a given partner is interested in cooperating with several units of UNIZA, a university-wide cooperation agreement will be concluded, which is authorized to be concluded by the rector of UNIZA.
9. If the newly identified partner expresses an interest in cooperation, UNIZA and the partner shall mutually agree on the scope of cooperation and select Annex 1, 2 or 3, as appropriate, and modify the requested scope therein.
10. At UNIZA, the rector is responsible for the activities set out in paragraphs 3 to 9 of this Article in the case of university-wide cooperation, in the case of cooperation at the level of units, the deans of faculties, and the directors of the individual units are responsible for the activities set out in paragraphs 3 to 9 of this Article, and will act in accordance with this Directive as well as Article 23 of Directive No. 214.

11. All concluded cooperation agreements must be published in the Central Register of Contracts maintained by the Government Office of the Slovak Republic or on the intranet of UNIZA with regard to the nature of the cooperation.
12. The minimum requirements to be included in existing contractual relations are:
 - a) identification of both parties to the contractual relationship (partnership),
 - b) the subject matter of the contractual relationship,
 - c) the period for which the contractual relationship was concluded,
 - d) contact persons on both sides,
 - e) the scope of the rights and obligations of the individual contracting parties (partner and UNIZA or its parts),
 - f) the method of termination of the contractual relationship.

Article 6 Partner's competences

1. The Partner has the right to properly investigate the credibility of UNIZA or its part by being provided and made aware of UNIZA's intentions and policies in the field of quality assurance of higher education before formalizing the relationship with UNIZA or its part, the relevant documentation of the UNIZA Quality Assurance System or its unit, or, if he/she has not yet had any close cooperation with UNIZA or its unit, by means of an on-site visit and participation in selected educational activities, to ascertain the facilities of the UNIZA environment and the functionality of the quality assurance system for education.
2. The partner expresses any objections to UNIZA's quality assurance policies prior to the formalisation of the cooperation, otherwise, the partner is obliged to respect UNIZA's quality assurance policies in relation to UNIZA.
3. Once the relationship has been formalised, the partner has the right to benefit from all the advantages resulting from the cooperation according to the form of involvement, such as timely information about the intentions of UNIZA or the respective part concerning their long-term plans or the subject of the partnership, and the requisites associated with membership in a particular UNIZA structure.
4. In the event that during the mutual cooperation between the partner and UNIZA, information of a commercial or technical nature to which the partner or UNIZA and its units have proprietary rights (patents, know-how, or other intellectual or industrial property) and which is marked as confidential is handled, both the partner and UNIZA are obliged to ensure its protection, not to make it available to third parties or use it for purposes other than the fulfilment of the obligations arising from the joint agreement, without mutual consent. This obligation does not apply to commercial and technical information normally available to third parties and facts covered by Act No. 211/2000 Coll. on Free Access to Information and on Amendments and Supplements to Certain Acts, as amended.

Article 7 Obligations of the Partner

1. Depending on the scope of the cooperation with UNIZA or its unit, the partner shall provide UNIZA with basic information enabling its credibility to be examined.

2. The purpose of the partner review is to make sure that the partner is credible, that the quality policies of UNIZA and the partner are compatible, and that the mission and vision of UNIZA and its parts are equally perceived.
3. For this purpose, the potential partner will allow authorized representatives of UNIZA to familiarize themselves with its internal environment and relevant documentation.
4. The partner is obliged to keep the confidentiality of the facts with which he becomes acquainted during his cooperation with UNIZA and vice versa.
5. In providing training assistance, the partner shall work with representatives of the Board of the relevant study programme to ensure that the learning objectives and learning outcomes are met.

Article 8

Monitoring and Evaluation of the Partnership

1. The contact person indicated in the contractual relationship between UNIZA, or its unit and the partner is obliged to ensure the creation, preservation and accessibility of records on the implemented activities, in particular attendance lists from meetings, written comments on the submitted materials, ideas submitted by the partner as well as the way of processing the ideas.
2. The functionality of the cooperation between UNIZA and the partner in the framework of the UNIZA Quality Assurance System is verified in the form of a review, which is carried out at least once a year, e.g. within the framework of the periodic evaluation by the Board of the Study Programme, etc.
3. The subject of the review is the contractual relationship establishing the cooperation between UNIZA and the partner, the activities, outputs, and results carried out within the framework of the partnership (documented records of activities), the results of the measures implemented in the light of the previous review, the partner's opinion on the form and scope of the cooperation as well as its satisfaction with it, as well as UNIZA's opinion on the matter in question.
4. The outcome of the review of the cooperation between UNIZA and the partner may be:
 - a) a proposal to extend the scope of cooperation if the partner or UNIZA is interested in doing so, or in accordance with their time and capacity resources,
 - b) adjustment of the subject of cooperation,
 - c) recommendations to make cooperation more effective,
 - d) change of contact persons,
 - e) or termination of the relationship (early or in due course).

Article 9

Final provisions

1. Deans and directors of units are obliged to identify partners as well as to regulate their mutual relations on the basis of contractual cooperation.
2. This Directive was discussed by the UNIZA Academic Senate on 4 October 2021.
3. This Directive shall enter into force and effect on the date of its approval by the UNIZA Scientific Board, i.e. on 14 October 2021.
4. The Directive includes:
 - Annex 1 – Framework Agreement on Cooperation with an External Partner in the Field of Education, Science and Research
 - Annex 2 – Framework Agreement on Cooperation with an Authority from Practice
 - Annex 2a – Affidavit on the Exclusion of Conflicts of Interest and Confidentiality

- Annex 3 - Memorandum of Mutual Cooperation with an External Practice Partner
5. Amendment No. 1 to Directive No. 221 was discussed by the UNIZA Academic Senate on 25 April 2022 and was approved by the UNIZA Scientific Board on 5 May 2022.
 6. Amendment No. 1 shall enter into force and effect on the date of its approval by the UNIZA Scientific Board, i.e. on 5 May 2022.

In Žilina on 5 May 2022

.....
prof. Ing. Jozef Jandačka, PhD
Rector



A FRAMEWORK COOPERATION AGREEMENT WITH AN EXTERNAL PARTNER IN THE FIELD OF EDUCATION, SCIENCE, AND RESEARCH

is concluded pursuant to Section 269 (2) of Act No. 513/1991 Coll. of the Commercial Code,
as amended

Business name: Name of the partner
Headquarters: address
Represented by: name and surname of the person authorised to act on behalf of the
partner, his/her function
Legal form: legal entity, registered at ...
CRN:
TIN:
VAT NUMBER:
person responsible name and surname
for fulfilling the agreement: email, telephone number
(hereinafter referred to as "Partner")

and

Business name: The University of Žilina (UNIZA)
Faculty.... (abbreviation)- to be filled in if the agreement is signed by
the faculty
Headquarters: Univerzitná 8215/1, 010 26 Žilina
Represented by: name and surname, rector
name and surname, dean of the faculty authorized to act on behalf of
the University of Žilina in the matter of this legal action in accordance
with § 27 (2) of the Statute of UNIZA and § 28 (1), the second sentence
of Act No. 131/2002 Coll. on Higher Education and on Amendments and
Additions to Certain Acts, as amended (hereinafter referred to as the
"Higher Education Act") – to be inserted if the agreement is signed by
the faculty.
legal form: a public institution established by the Higher Education Act as a public
university
CRN: 00397563
TIN: 2020677824

VAT NUMBER: SK2020677824

the person responsible name and surname

for the fulfilling the agreement: email, telephone number

(hereinafter referred to as "UNIZA" or "Faculty Abbreviation" , "Partner" or collectively referred to as the "Parties")

enter into the following Framework Cooperation Agreement with an External Partner in the Field of Education, Science and Research

(hereinafter referred to as "the Agreement")

Preamble

The name of the partner (hereinafter referred to as "PARTNER") and the University of Žilina (hereinafter referred to as "UNIZA"), Faculty of...(in this case the abbreviation UNIZA will not be used, but the abbreviation of the faculty) hereby regulate the terms of mutual cooperation, the aim of which is to achieve the highest quality of education in accordance with Act No.269/2018 Coll. on Ensuring the Quality of Higher Education and on amendment of the Act No. 343/2015 Coll. on Public Procurement and on Amendment and Supplementation of Certain Acts, as amended (hereinafter referred to as the "Quality Assurance of Higher Education Act"), which will result in the improvement of the quality of the training of university-educated professionals in the field of study...please add...and ensuring the development of... please add e.g. a specific sector....

The parties of the agreement are particularly interested in cooperation in the fields of education, science, and research, as well as in the field of professional consultancy.

Article 1

The Subject of the Agreement

1. This agreement regulates the mutual relationship and cooperation between UNIZA and PARTNER in ensuring the quality of higher education, especially in the field of objective and independent assessment of study programmes with regard to the needs of practice, but also cooperation in improving the quality of the educational process by determining the range of topics that need to be addressed for practice.
2. PARTNER is...basic description of this organization...
3. PARTNER is interested in cooperation in the field of:
 - a) education of university professionals for ...please add...
 - b) improving the quality of education of UNIZA students and ensuring the link between theory and practice,
 - c) fostering cooperation in the development of new necessary educational methods as well as educational tools,
 - d) creating conditions for mutual cooperation in the organisation of events (conferences, seminars, workshops) in areas of common interest, whereby both parties will provide each other with information on upcoming professional events in areas of common interest, with an offer of active participation if one of the parties to the agreement is the organiser of such an event,

- e) to enable the rapid application of scientific and research knowledge in addressing the current and conceptual challenges of both parties to the agreement,
- f) promoting scientific and technical cooperation in the development of the necessary new scientific methods as well as research tools,
- g) sharing information on achievements and exchanging know-how in areas of cooperation,
- h) participation and joint solution of selected research projects that will be of interest to both parties to the agreement, creating conditions for the involvement of the other party to the agreement in their own projects, or consultancy activities.

Article 2

Forms of cooperation

1. In the field of education, cooperation will mainly take the form of:
 - a) enabling professional practice for students and employees of UNIZA,
 - b) assignment of final thesis topics (bachelor's, diploma theses), their supervision as well as preparation of reviewers' opinions,
 - c) participation of experts from practice and PARTNER's employees in the teaching process, state final examinations, or dissertation examinations at UNIZA,
 - d) organizing professional courses and trainings for PARTNER's employees,
 - e) training and mentoring of PARTNER's employees in the framework of doctoral studies,
 - f) evaluation of UNIZA students and their achievements,
 - g) providing feedback on UNIZA's activities and performance, in particular, feedback in relation to UNIZA graduates if they are employed by them,
 - h) appointments to the structures of the UNIZA Quality Assurance System by mutual agreement of the representatives and their active participation in these structures, whereby they will contribute to the improvement of the quality of education and related activities of UNIZA, but only if they do not act as an authority from practice.
2. In the field of scientific and technical research, cooperation will mainly take the form of:
 - a) providing assistance in the design and implementation of a plan for the development of science and technology in an area of mutual interest,
 - b) enabling the participation of UNIZA employees in the implementation of development tasks,
 - c) participation of qualified experts from among the PARTNER's employees in opposition proceedings, or dissertation defences in the form of preparing an opinion or as a member of the commission,
 - d) cooperation on projects that will lead to the solution of current issues in the field of **...please add...**, contribute to the development of existing laboratories at UNIZA, or provide assistance in their operation.
3. By mutual agreement, the parties may also cooperate in the field of **...please specify...**

Article 3

Development of Cooperation, Follow-up Contracts

1. The Parties agree to cooperate with each other free of charge in accordance with Articles 1 and 2 of this Agreement.
2. The Parties agree to keep each other informed of their activities and to hold joint meetings at least once a year to evaluate their cooperation and the implementation of this Agreement.

3. In case of common interest, mutual cooperation may be extended to other areas or levels of cooperation in accordance with the capabilities of the Parties by means of a further follow-up agreement or contract.

Article 4 **Final provisions**

1. In the event that during the mutual cooperation between the partner and UNIZA, information of a commercial or technical nature to which the partner or UNIZA and its parts have proprietary rights (patents, know-how, or other items of intellectual or industrial property) and which are marked as confidential will be handled, both the partner and UNIZA are obliged to ensure its protection, not to disclose it to third parties and not to use it for purposes other than for the fulfilment of the obligations arising from the joint agreement without their mutual consent. This obligation does not apply to commercial and technical information normally available to third parties and facts covered by Act No. 211/2000 Coll. on Free Access to Information and on Amendment and Supplementation of Certain Acts, as amended.
2. This Agreement is concluded for an indefinite period of time and shall enter into force and effect on the date of its signing by the authorised representatives of the Parties.
3. The agreement may be terminated by mutual agreement of the parties or by notice of termination with a 6-month notice period, which begins on the first day of the month following the delivery of the notice to the other party. This Agreement shall terminate in the event of the dissolution or on the date of the declaration of insolvency of one of the parties to the Agreement.
4. The Agreement shall be drawn up in four copies, of which each of the parties shall have two copies.
5. Any amendments to the Agreement shall be made by mutual agreement of the parties to the Agreement in the form of written amendments to the Agreement and shall form an integral part of the Agreement.
6. This Agreement shall be governed by Slovak law. The parties undertake to resolve any disputes arising out of the Agreement primarily by mutual agreement. If such agreement is not possible, any dispute shall be settled by the competent court of the Slovak Republic.
7. The parties to the Agreement declare that the Agreement has been entered into by their mutual agreement freely and in good faith, certainly and understandably, without duress, without manifestly unfavourable terms or mistake; that they have read the draft Agreement before signing it and agree to it without reservation, which they confirm by the handwritten signatures of their representatives on the Agreement.

In on XX.YY.2021

In Žilina on XX.YY.2021

.....
name and surname
Job position

.....
name and surname
Rector/Dean



A FRAMEWORK COOPERATION AGREEMENT WITH AN AUTHORITY FROM PRACTICE

is concluded pursuant to Section 269 (2) of Act No. 513/1991 Coll. of the Commercial Code,
as amended

Business name: Name of the partner
Headquarters: address
Represented by: name and surname of the person authorised to act on behalf of the partner, his/her function
Legal form: legal entity, registered at ...
CRN:
TIN:
VAT NUMBER:
person responsible name and surname
for fulfilling the agreement: email, telephone number

(hereinafter referred to as "Authority from Practice")

and

Business name: The University of Žilina (UNIZA)
Faculty.... (abbreviation) – *to be filled in if the agreement is signed by the faculty*
Headquarters: Univerzitná 8215/1, 010 26 Žilina
Represented by: *name and surname, rector*
name and surname, dean of the faculty authorized to act on behalf of the University of Žilina in the matter of this legal action in accordance with Section 27 (2) of the Statute of UNIZA and Section 28 (1), the second sentence of Act No. 131/2002 Coll. on Higher Education and on Amendments and Additions to Certain Acts, as amended (hereinafter referred to as the "Higher Education Act") – *to be inserted if the agreement is signed by the faculty.*
legal form: a public institution established by the Higher Education Act as a public university
CRN: 00397563
TIN: 2020677824
VAT NUMBER: SK2020677824
the person responsible name and surname

for the fulfilling the agreement: *email, telephone number*

(hereinafter referred to as "UNIZA" / "faculty abbreviation" or collectively referred to as "the Parties")

**enter into the following Framework Cooperation Agreement
(hereinafter referred to as "the Agreement")**

Preamble

1. AUTHORITY from the practice is *...position of a partner in the field... ... please add (who does it represent, what does it do, what is its position in the industry)*

2. *The name of the partner* (hereinafter referred to as "AUTHORITY from Practice") and the University of Žilina (hereinafter referred to as "UNIZA"), *Faculty of...(in this case the abbreviation UNIZA will not be used, but the abbreviation of the faculty)* hereby regulate the terms of mutual cooperation, the aim of which is to achieve the highest quality of education in accordance with Act No. 269/2018 Coll. on Ensuring the Quality of Higher Education and on Amendment and Supplementation of Act No., 343/2015 Coll. on Public Procurement and on Amendment and Supplementation of Certain Acts, as amended (hereinafter referred to as the "Quality Assurance of Higher Education Act"), which will result in the improvement of the quality of the training of university-educated professionals in the field of study *...please add...*and ensuring its development.

Article 1

The Subject Matter of the Agreement

1. This Agreement regulates the mutual relationship and cooperation between UNIZA and the AUTHORITY from practice in quality assurance of higher education, especially in the field of objective and independent assessment of study programmes with regard to the needs of the practice.
2. AUTHORITY from practice has a special position as an external stakeholder with regard to its subject of activity or professional focus and its main task is to comment on the creation, modification, cancellation, and harmonization of study programmes objectively and independently with the SAAHE standards within 30 days from the date of a written request from UNIZA.

Article 2

Rights and Obligations of the Parties to the Agreement

1. Based on its focus and status, the AUTHORITY from practice is empowered to comment on programmes of study *... Please add the names of the study programmes...* and, if applicable, new study programmes related to the focus and status of the partner, which are or will be provided by *... please add the name of the faculty or institute...*
2. UNIZA is obliged to submit to the AUTHORITY from practice all necessary documents on the basis of which the AUTHORITY from practice will be able to express its professional opinion on the given study programme and its relevance for practice.
3. AUTHORITY from practice on request of UNIZA will provide a statement on:

- a) proposals for the harmonization of existing accredited study programmes with the SAAHE standards for the internal quality assurance system of higher education and the SAAHE standards for the study programme,
 - b) the need to create a new study programme (to the initiative),
 - c) the intention to create a new study programme,
 - d) the proposal to create a new study programme,
 - e) the proposal to modify the study programme,
 - f) the initiation for cancellation of the study programme,
 - g) other matters related to the quality assurance of education at UNIZA on the basis of the requirements of UNIZA or its units.
4. The statement of AUTHORITY from the practice must be written in the prescribed form, independent and objective. The statement shall also include Annex 2a- Affidavit of Exclusion of Conflict of Interest in study programme review and confidentiality. In order to avoid conflict of interest, a member of staff who is part of the Board of Guarantors, or Board of the Study Programme, or has been involved in the development of the study programme cannot speak on behalf of a practising authority.
 5. The Parties agree to cooperate with each other free of charge in accordance with Articles 1 and 2 of this Agreement.
 6. The Parties agree to keep each other informed of their activities and to evaluate their cooperation and the implementation of this Agreement at least once a year.

Article 3 Final Provisions

1. This Agreement is concluded for an indefinite period of time and shall enter into force and effect on the date of its signing by the authorised representatives of the Parties.
2. The Agreement may be terminated by mutual agreement of the parties to the agreement or by notice of termination with a 2-month notice period commencing on the first day of the month following the delivery of the notice of termination to the other party to the agreement.
3. This Agreement shall terminate in the event of the termination of any of the parties to the Agreement or on the date of the declaration of insolvency of any of the parties to the Agreement.
4. The Agreement shall be drawn up in four copies, of which each of the parties shall have two copies.
5. Any amendments to the Agreement shall be made by mutual agreement of the parties in the form of written amendments and shall form an integral part of the Agreement.
6. The parties to the Agreement declare that the Agreement has been entered into by their mutual agreement freely and in good faith, certainly and understandably, without duress, without manifestly unfavourable terms or mistake; that they have read the draft Agreement before signing it and agree to it without reservation, which they confirm by the handwritten signatures of their representatives on the Agreement.

In on XX.YY.2021

In Žilina on XX.YY.2021

.....

.....

name and surname

name and surname

Job position

Rector/Dean



AFFIDAVIT

on the Exclusion of Conflicts of Interest and Confidentiality

Name of the company/association, registered office, registration number, represented by

hereby declares,

that the staff member(s) who prepared the study programme statement,

- a) in the last three years has/have not been a member(s) of the Board of Guarantors, the Board of the Study Programme, or an employee of the University of Žilina, Faculty of... or its co-investigating organisations
- b) there are no other factors that would prevent him/her/them from acting impartially in the assessment of the programme of study,
- c) c) is/are aware that he/she/they are/are obliged to respect the confidentiality of the content of the documents submitted for assessment, not to inform other persons about their content, not to make copies of the documents or parts thereof submitted for the preparation of the opinion and not to disclose these documents or copies thereof to other persons without the written consent of their author(s),
- d) the provided documents, including attached electronic media, will be returned to the University of Žilina after the preparation of the statement; materials sent by e-mail or downloaded from the web-site after the preparation of the statement will be disposed of and I/we will maintain confidentiality of the data that have been marked as confidential.

In on XX.YY.2021

.....
name and surname

Job position



MEMORANDUM OF COOPERATION WITH AN EXTERNAL PARTNER FROM PRACTICE

is concluded pursuant to Section 269 (2) of Act No. 513/1991 Coll. of the Commercial Code,
as amended

Business name: Name of the partner
Headquarters: address
Represented by: name and surname of the person authorised to act on behalf of the partner, his/her function
Legal form: legal entity, registered at ...
CRN:
TIN:
VAT NUMBER:
person responsible name and surname
for fulfilling the agreement: email, telephone number

(hereinafter referred to as "Partner")

and

Business name: The University of Žilina (UNIZA)
Faculty... (abbreviation)- *to be filled in if the agreement is signed by the faculty*
Headquarters: Univerzitná 8215/1, 010 26 Žilina
Represented by: name and surname, rector
name and surname, dean of the faculty authorized to act on behalf of the University of Žilina in the matter of this legal action in accordance with Section 27 (2) of the Statute of UNIZA and Section 28 (1), the second sentence of Act No. 131/2002 Coll. on Higher Education and on Amendments and Additions to Certain Acts, as amended (hereinafter referred to as the "Higher Education Act") – *to be inserted if the agreement is signed by the faculty.*
legal form: a public institution established by the Higher Education Act as a public university
CRN: 00397563
TIN: 2020677824
VAT NUMBER: SK2020677824
the person responsible name and surname

for the fulfilling the agreement: email, telephone number

(hereinafter referred to as "UNIZA" or "Faculty Abbreviation" , "Partner" or collectively referred to as "the parties to the Memorandum")

enter into the following Memorandum of Cooperation with an external partner from practice

(hereinafter referred to as "the Memorandum")

Preamble

The name of the partner (hereinafter referred to as "PARTNER") and the University of Žilina (hereinafter referred to as "UNIZA"), Faculty...(in this case the abbreviation UNIZA will not be used, but the abbreviation of the faculty) by this Memorandum regulate the conditions of mutual cooperation and support in the pursuit of their goals, visions, and objectives, which are aimed at the development of...please add...

Article 1

The Subject Matter of the Memorandum

1. This Memorandum regulates the mutual relationship and cooperation between UNIZA and the PARTNER, which will be mutually beneficial and will support both parties of the Memorandum in the fulfilment of their stated objectives.
2. PARTNER is....basic description of this organization...
3. UNIZA and PARTNER mutually agreed on cooperation in the field of...please add...
4. PARTNER is interested in cooperation in the field of:
 - a) education of university professionals,
 - b) encouraging mutual cooperation in the development of possible joint activities,
 - c) enabling the rapid application of scientific and research knowledge in addressing the current and conceptual tasks of both parties to the Memorandum,
 - d) sharing information on achievements and exchanging know-how in areas of cooperation,
 - e) enabling professional practice for students and employees of UNIZA,
 - f) providing feedback on UNIZA's activities and performance, in particular, feedback in relation to UNIZA graduates if they are employed by them,
 - g) providing assistance in the design and implementation of a plan for the development of science and technology in an area of mutual interest,
 - h) mutual creation of conditions for cooperation in organising events (conferences, seminars, workshops) in areas of common interest, whereby the parties to the Memorandum will provide each other with information on forthcoming professional events in areas of common interest, with an offer of active participation if one of the parties to the agreement is the organiser of such an event.

Article 2

Development of Cooperation, Follow-up Contracts

1. The Parties to the Memorandum agree to cooperate with each other free of charge in accordance with Article 1 of this Memorandum.
2. The Parties agreed to keep each other informed of their activities and to hold joint meetings at least once a year to evaluate their cooperation and the implementation of this Agreement.

3. In case of common interest, mutual cooperation may be extended to other areas or levels of cooperation in accordance with the capabilities of the parties to the Memorandum through the conclusion of a further follow-up agreement or contract.

Article 3 Final Provisions

1. In the event that during the mutual cooperation between the Partner and UNIZA, information of a commercial or technical nature to which the Partner or UNIZA and its units have proprietary rights (patents, know-how, or other intellectual or industrial property) and which is marked as confidential will be handled, both the Partner and UNIZA are obliged to ensure its protection, not to make it available to third parties or use it for purposes other than the fulfilment of the obligations arising from the joint agreement without their mutual consent. This obligation does not apply to commercial and technical information normally available to third parties and facts covered by Act No 211/2000 Coll. on Free Access to Information and on Amendment and Supplementation of Certain Acts, as amended.
2. This Memorandum is concluded for an indefinite period of time and shall enter into force and effect on the date of its signature by the authorised representatives of the parties to the Memorandum.
3. The Memorandum may be terminated by mutual agreement of the parties to the Memorandum or by giving 6 months' notice, commencing on the first day of the month following the delivery of the notice to the other party to the Memorandum. This Memorandum shall terminate in the event of the dissolution or on the date of the declaration of insolvency of one of the parties to the Memorandum.
4. The Memorandum shall be drawn up in four copies, of which two copies shall be made available to each of the parties.
5. Any amendments to the Memorandum shall be made by mutual agreement of the parties to the Memorandum in the form of written amendments to the Memorandum and shall form an integral part of the Memorandum.
6. This Memorandum is governed by Slovak law. The parties to the Memorandum undertake to resolve any disputes arising out of the Memorandum primarily by mutual agreement. If such an agreement is not possible, any dispute shall be settled by the competent court of the Slovak Republic.
7. The parties to the Memorandum declare that the Memorandum has been concluded by their mutual agreement, freely and seriously, certainly and intelligibly, without duress, without manifestly unfavourable terms or mistake; that they have read the draft Memorandum before signing it and agree to it without reservation, which they confirm by the handwritten signatures of their representatives on the Memorandum.

In on XX.YY.2021

In Žilina on XX.YY.2021

.....
Name and surname
Job position

.....
name and surname
Rector/Dean