

## PASLAUGŲ SUTARTIS NR. 1ST-

2023 m. 02 d. 28  
Vilnius

**Mykolo Romerio universitetas** (toliau – Uzsakovas arba Universitetas), atstovaujamas vicerektoriaus doc. dr. Sauliaus Spurgos, veikiančio pagal rektoriaus 2019 m. balandžio 2 d. įsakymo Nr. 11-66 nustatytus įgaliojimus, ir **Eleni Charalampidou** (toliau – Vykdytojas),

atsižvelgdami į viešojo pirkimo rezultatus,

sudarė šią paslaugų sutartį (toliau – Sutartis).

### 1. Sutarties objektas:

**1.1.** Vykdytojas įsipareigoja parengti medžiagą ir išdėstyti studijų dalyką „Mediacija verslo ginčuose“ („Business Mediation“), kuris turi būti praveistas hibridiniu būdu auditorijoje ir MRU Moodle/MsTeams ar kitose MRU naudojamose platformose (toliau – Paslaugos), o Uzsakovas įsipareigoja už suteiktas Paslaugas sumokėti Vykdytojui šioje Sutartyje numatytomis sąlygomis ir tvarka. Dalyko valandų skaičius yra 12 akademinės valandų. Dalyko medžiaga bus parengta ir dalykai išdėstyti – nuo 2023 m. kovo 1 d. iki 2023 m. birželio 30 d.

### 2. Paslaugos kaina ir atsiskaitymų tvarka

**2.1** Sutarties vertė yra **800,00 eurų (aštuoni šimtai eurų)**. Į šią sumą įeina visos Paslaugų teikėjo išlaidos ir visi mokesčiai, būtini tinkamai įvykdyti Sutartį.

**2.2** Uzsakovas už Paslaugas sumoka Vykdytojui 2.1 punkte nurodytą sumą pervesdamas į Vykdytojo sąskaitą.

**2.3.** Sutartyje nustatyta fiksuota Paslaugų kaina, kuri nebus keičiama visą Sutarties vykdymo laikotarpį.

**2.4.** Suteikus Paslaugas, šalys pasirašo suteiktų Paslaugų perdavimo-priėmimo aktą, kuriame Uzsakovas patvirtina apie tinkamą Paslaugų suteikimą ar nesuteikimą. Uzsakovas įsipareigoja apmokėti pavedimu Vykdytojui už tinkamai ir laiku suteiktas Paslaugas per 30 darbo dienų nuo Paslaugų priėmimo-perdavimo akto pasirašymo dienos.

### 3. Uzsakovas įsipareigoja:

## SERVICE AGREEMENT NO 1ST-

28 February 2023  
Vilnius

**Mykolas Romeris University** (hereinafter – Client or University), represented by Assoc. Prof. Dr. Saulius Spurga, Vice-Rector, acting in accordance with the authorization of Rector's Decree No. 11-66 of 2 April 2019, and **Eleni Charalampidou** (hereinafter – Contractor)

taking into account the results of public procurement,

have concluded the following Service Agreement (hereinafter referred to as the Agreement):

### 1. Subject of the Agreement

**1.1.** The Contractor shall undertake to prepare the materials and deliver the subject “Business Mediation” to participants/students in a hybrid way in the auditorium and MRU Moodle/MsTeams or other platforms used by MRU (hereinafter - Services). The Client shall pay the Contractor for the Services under the terms and procedure provided for in the present Agreement. Each of the courses comprises of 12 academic hours. The courses will be prepared and delivered from March 1<sup>st</sup>, 2023 till June 30<sup>th</sup>, 2023.

### 2. Price of the service and procedure of payment

**2.1.** The value of the contract is **800.00 EUR** (eight hundred euros). This amount includes all costs of the Contractor and all fees necessary for the proper execution of the Agreement.

**2.2.** The Client shall pay the Contractor for the Services the amount which is indicated in paragraph 2.1 by bank transfer to the account of the Contractor.

**2.3.** The price for the Services is fixed and will not be changed throughout the period of performance of the Agreement.

**2.4.** After the provision of Services, both Parties shall sign the Deed of delivery and acceptance of Services, where the Client confirms the proper (or inappropriate) execution of the Services. The Client is obliged to execute the payment to the Contractor for properly and timely provided Services within 30 working days from the date of signing the Deed of delivery and acceptance.

### 3. The Client shall undertake:

**3.1.** Sumokėti Vykdytojui už Paslaugas remiantis šios Sutarties sąlygomis.

**3.2.** Užsakovas, uždelsęs sumokėti Sutarties 2.1 punkte numatyta tvarka, įsipareigoja Vykdytojui pareikalavus mokėti Vykdytojui 0,07 % nuo neapmokėtos sąskaitos dydžio delspinigius, už kiekvieną uždelstą dieną.

#### **4. Vykdytojas įsipareigoja:**

**4.1.** Kokybiškai ir laiku suteikti Paslaugas (Sutarties 1.1 punktas).

**4.2.** Vykdytojas, uždelsęs suteikti paslaugas Sutartyje numatytais terminais, moka Užsakovui 0,07 % nuo nesuteiktų paslaugų vertės delspinigius už kiekvieną uždelstą dieną.

#### **5. Šalių atsakomybė:**

**5.1.** Jei šalys negali vykdyti Sutartyje numatytų visų ar dalies savo įsipareigojimų dėl susidariusių šių aplinkybių: stichinės nelaimės, blokados ar kitokių, nuo Užsakovo ar Vykdytojo valios nepriklausančių aplinkybių, tuomet Šalių įsipareigojimų vykdymo terminai nukeliami tokiam laikui, kiek trunka tos aplinkybės bei jų pasekmės. Jei Force Majeure aplinkybės trunka ilgiau nei 3 (tris) mėnesius, Šalys turi teisę atsisakyti nuo tolesnių Sutartyje numatytų savo įsipareigojimų vykdymo, ir tokiu atveju kita Šalis neturi teisės reikalauti nuostolių atlyginimo.

**5.2.** Šalis, kuri nebegali tęsti savo įsipareigojimų vykdymo, nedelsdama raštu praneša kitai Šaliai apie aukščiau minėtų aplinkybių atsiradimą ar nebuvimą, tačiau ji turi tai padaryti ne vėliau kaip per 10 (dešimt) dienų nuo tokių aplinkybių pradžios. Šaliai nepranešus apie Force Majeure aplinkybes per 15 (penkiolika) kalendorinių dienų, ji netenka teisės ateityje remtis Force Majeure aplinkybėmis.

#### **6. Sutarties galiojimas:**

**6.1.** Ši Sutartis įsigalioja jos pasirašymo dieną ir galioja iki visiško šalių sutartinių įsipareigojimų įvykdymo.

#### **7. Subtiekimas:**

**7.1.** Sudarius Sutartį, tačiau ne vėliau negu Sutartis pradedama vykdyti, jei taikoma, Paslaugų teikėjas įsipareigoja Paslaugų gavėjui pranešti tuo metu žinomų subtiekiųjų pavadinimus, kontaktinius duomenis

**3.1.** To pay the Contractor for the Services provided under this Agreement.

**3.2.** The Client shall, in case of delay of payment for the services in accordance with the procedure provided for in paragraph 2.1 of the Agreement, additionally pay the Contractor the interest at the rate of 0.07% of the amount of the unpaid invoice for each day of delay.

#### **4. The Contractor shall undertake**

**4.1.** To provide quality and timely Services as set in paragraph 1.1 of this Agreement.

**4.2.** The Contractor, in case of delay in providing the services within the terms provided for in the Contract, shall pay to the Client the interest at the rate of 0.07% of the value of the services not provided for each day of delay.

#### **5. Responsibility of the Parties**

**5.1.** If the Parties can no longer fulfil all or part of the obligations provided for in the Agreement due to the following circumstances: natural disaster, blockade or other circumstances which can not be controlled by the Client or the Contractor, then the terms for the fulfilment of the obligations by the Parties are postponed for the period of the duration of persistence of those circumstances and their consequences. If *Force Majeure* circumstances last for more than 3 (three) months, the Parties shall have the right to terminate further fulfilment of their liabilities assumed by them under the Agreement and in such a case the another Party shall have no right to claim any recovery of the damages.

**5.2.** The Party which can no longer continue fulfilling its obligations, shall immediately notify in writing another Party of the presence or absence of the above-mentioned circumstances, but it must do so no later than in 10 (ten) days following the occurrence of such circumstances. If the Party fails to notify of the *Force Majeure* circumstances in 15 (fifteen) days, it shall lose the right to resort to *Force Majeure* circumstances in the future.

#### **6. Validity of the Agreement:**

**6.1.** This Agreement shall enter in force on the day of its signature and shall remain valid until the full performance of the obligations of the Parties.

#### **7. Sub-Contracting:**

**7.1.** If applicable, upon the conclusion of the Agreement, but not later than the start of the execution of the Agreement, the Contractor

ir jų atstovus, pasirašant atskirą Sutarties priedą. Paslaugų gavėjas taip pat reikalauja, kad Paslaugų teikėjas informuotų apie minėtos informacijos pasikeitimus visu Sutarties vykdymo metu, taip pat apie naujus subtiekiejus, kuriuos jis ketina pasitelkti vėliau.

7.2. Paslaugų teikėjas Sutarties vykdymo metu gali inicijuoti subtiekiejo, numatyto Sutarties priede, pakeitimą, nurodydamas tokio keitimo motyvus.

7.3. Jei subtiekiejui Pirkimo dokumentuose buvo keliami kvalifikaciniai reikalavimai arba subtiekiejas buvo pasitelktas pagrindžiant Paslaugų teikėjo pasiūlymo atitikimą Pirkimo dokumentuose nustatytiems kvalifikaciniams reikalavimams, keičiamas subtiekiejas turi atitikti atitinkamus Pirkimo dokumentuose nustatytus kvalifikacinius reikalavimus ir neturi būti Viešųjų pirkimų įstatyme numatytų pašalinimo pagrindų. Tokiu atveju, jeigu subtiekiejo padėtis atitinka bent vieną pagal Viešųjų pirkimų įstatymo 46 straipsnį nustatytą pašalinimo pagrindą, Paslaugų gavėjas reikalauja, kad Paslaugų teikėjas per Paslaugų gavėjo nustatytą terminą pakeistų minėtą subtiekieją reikalavimus atitinkančiu subtiekieju.

7.4. Paslaugų gavėjui sutikus su subtiekiejo pakeitimu, Paslaugų gavėjas kartu su Paslaugų teikėju raštu sudaro susitarimą dėl subtiekiejo pakeitimo, kurį pasirašo Šalys. Šis susitarimas yra neatskiriama Sutarties dalis.

## **8. Baigiamosios nuostatos:**

**8.1.** Ši Sutartis sudaryta dviem vienodą juridinę galią turinčiais egzemplioriais lietuvių ir anglų kalbomis - po vieną kiekvienai Sutarties Šaliai. Esant prieštaravimų ar neatitikimų tarp Sutarties teksto lietuvių ir anglų kalbomis, vadovaujamosi Sutarties tekstu anglų kalba.

**8.2.** Ši Sutartis gali būti keičiama vadovaujantis Lietuvos Respublikos viešųjų pirkimų įstatymo 89 str.

**8.3.** Ginčai kilę iš sutarties sprendžiami šalių susitarimu, o nepavykus susitarti, Lietuvos Respublikos įstatymų numatyta tvarka.

**8.4.** Sutartis gali būti nutraukta rašytiniu šalių susitarimu Lietuvos Respublikos teisės aktuose numatytais pagrindais išpėjus kitą šalį prieš 30 kalendorinių. Sutartis gali būti nutraukti ir Lietuvos Respublikos viešųjų pirkimų įstatymo 90 str. numatytais pagrindais.

**8.5.** Visa informacija gauta vykdant Sutartį laikoma konfidencialia ir nei viena šalis neturi teisės atskleisti jos tretiesiems asmenims be raštiško kitos šalies sutikimo.

**8.6.** Sutarties šalys įsipareigoja tinkamai informuoti viena kitą pasikeitus šalies rekvizitams,

undertakes to inform the Client of the names, contact details and their representatives of the sub-sub-contractors known at that time by signing a separate Annex to the Agreement. The Client shall also request the Contractor to inform of any changes in the said information during the entire period of the Agreement, as well as of any new sub-contractors she/he intends to use later.

7.2. The Contractor may, during the performance of the Agreement, initiate an amendment to the sub-contracting provided for in the Annex to the Agreement, stating the reasons for such modification.

7.3. If specific qualification requirements were applied to the sub-contractor in the procurement documents or the sub-contractor was used to justify the compliance of the Contractor's proposal with the qualification requirements set out in the procurement documents, the sub-contractor's replacement shall comply with the relevant qualification requirements set out in the procurement documents. In such a case, if the sub-contractor's position meets at least one of the grounds for exclusion under Article 46 of the Law of Public Procurement, the Client shall require the Contractor to replace the sub-contractor with a qualified sub-contractor within the time limit specified by the Client.

7.4. If the Client agrees to the sub-contractor's change, the Client and the Contractor shall make a written agreement on the Sub-contractor's change, which shall be signed by the Parties. This Agreement shall form an integral part of the Agreement.

## **8. Final provisions:**

**8.1.** This Agreement has been made in two specimen of the same legal validity in Lithuanian and English languages, one for each Party to the Agreement. In case of any contradiction or discrepancy between the Lithuanian and the English texts, the English text shall prevail.

**8.2.** The Agreement may be amended in accordance with Article 89 of the Law on Public Procurement of the Republic of Lithuania.

**8.3.** Disputes arising from this Agreement shall be resolved by the agreement of both Parties or, if no agreement can be reached, following the procedure laid down in the laws of the Republic of Lithuania.

**8.4.** The Agreement may be terminated by mutual agreement of the Parties subject to 30 days prior notice to each other in writing and following the laws and other legal acts. The Agreement may be terminated in accordance with Article 90 of the Law on Public Procurement of the Republic of Lithuania.

**8.5.** All information obtained in

bankų atsiskaitomųjų sąskaitų numeriams ir kitais atvejais.

**8.7.** Užsakovo paskirtas asmuo, atsakingas už Sutarties ir pakeitimų paskelbimą pagal Viešųjų pirkimų įstatymo 86 straipsnio 9 dalies nuostatas yra Ingrida Vigelė, vyriausioji vadybininkė.

**8.8.** Užsakovo paskirtas asmuo, atsakingas už Sutarties vykdymą yra Lyra Jakulevičienė, Teisės mokyklos dekanė.

### **9. Šalių rekvizitai ir parašai:**

#### **UŽSAKOVAS / CLIENT:**

**Mykolo Romerio Universitetas**

Adresas / address: Ateities g. 20, Vilnius

Juridinio asmens kodas / legal entity code 111951726

PVM mokėtojo kodas / VAT payer code LT119517219

Tel. / phone +370 5 2714 625

A/s / bank account LT09 7300 0100 0249 2697

Bankas / bank: AB bankas "Swedbank"

Banko kodas / bank code 73000

**Vicerektorius/Vice-Rector  
doc. dr. Saulius Spurga**

execution of the Agreement is confidential. Neither party shall have the right to disclose it to third parties without the written consent of the other party.

**8.6.** Parties to this Agreement shall undertake to properly notify each other of the changes of the particulars, bank account numbers of the Parties and in other cases.

**8.7.** The person appointed by the Client to be responsible for the publication of the Agreement and amendments in accordance with the provisions of Article 86 (9) of the Law on Public Procurement is Ingrida Vigelė, Chief Manager.

**8.8.** The person appointed by the Client to be responsible for the execution of the Agreement in accordance with the provisions of the Law on Public Procurement is Lyra Jakulevičienė, Dean of Law School.

### **9. Particulars and signatures of the Parties:**

#### **VYKDYTOJAS / CONTRACTOR:**

**Eleni Charalambidou**

Adresas / address: Ateities g. 20, Vilnius

Juridinio asmens kodas / legal entity code 111951726

PVM mokėtojo kodas / VAT payer code LT119517219

Tel. / phone +370 5 2714 625

A/s / bank account LT09 7300 0100 0249 2697

Bankas / bank: AB bankas "Swedbank"

Banko kodas / bank code 73000

BIC: SWED3333

Banko pavadinimas / bank name: AB Swedbank

Banko kodas / bank code: 73000

Banko adresas / bank address: Ateities g. 20, Vilnius

Banko telefonas / bank phone: +370 5 2714 625

Banko internetinė svetainė / bank website: www.swedbank.lt

Banko kodas / bank code: 73000

Banko pavadinimas / bank name: AB Swedbank

Banko adresas / bank address: Ateities g. 20, Vilnius

Banko telefonas / bank phone: +370 5 2714 625

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Banko internetinė svetainė / bank website: www.swedbank.lt

## AGREEMENT ON THE PROCESSING OF PERSONAL DATA

28 February 2023

Vilnius

Mykolas Romeris University, legal entity code 111951726, address Ateities str. 20 Vilnius, represented by the Deputy Rector Assoc. Prof. Dr. Saulius Spurga, acting in accordance with the powers established by the Rector's Order No. 11-66 of 2 April 2019 (hereinafter referred to as the **“Data Controller”**),

and

**Eleni Charalampidou**, legal entity code/VAT EL137349141, registered in Greece, office address Komnion 12, 54624, Thessaloniki Greece, (hereinafter referred to as the **“Data Processor”**),

hereinafter collectively referred to as the **“Parties”** and individually as the **“Party”**, have concluded the following agreement on the processing of personal data, hereinafter referred to as the **“Agreement”**:

Given that the Parties signed the 28/02/2023 SERVICE AGREEMENT NO 1ST- (hereinafter referred to as the **“Contract”**), the Parties sign this Agreement, i.e. Annex to the Contract, which shall form an integral part thereof.

### 1. Terms and definitions

1.1. Terms used in this Agreement have the following meanings:

- “Data Controller”** means **Mykolas Romeris University**, which is a party to this Agreement, and which determines the purposes and means of the processing of personal data.
- “Data Processor”** means **Eleni Charalampidou**, a party to this Agreement, which is authorized by the Data Controller to process the personal data provided by the Data Controller.
- “Data”** means any information relating to a natural person – a data subject whose identity is known or can be directly or indirectly identified by an identifier (name and surname, personal identification number, location data and/or internet identifier or by one or more characteristics of that natural person's physical, physiological, genetic, mental, economic, cultural or social identity and information about the health data;
- “Data Processing”** means any action taken with the Data: collection, recording, accumulation, storage, classification, grouping, aggregation, modification (addition or correction), provision, publication, use, logical and/or arithmetic operations, search, dissemination, destruction or other action or set of actions.
- “Data Subjects”** means the natural or legal persons whose Data are transferred by the Data Controller to the Data Processor for processing under this

Agreement.

**“Technical and organizational measures”**

means measures designed to protect the Data against accidental or unlawful destruction, alteration, disclosure, as well as against any other unlawful processing. These measures must ensure a level of security that corresponds to the nature of the Data to be retained and the risks involved in processing them.

2. Subject matter of the Agreement and scope of processing
  - 2.1. Under this Agreement, the Data Processor is authorized to process the Data automatically or manually on behalf of the Data Controller to the extent necessary for the provision of services, delivery of goods or performance of works specified in the Contract.
  - 2.2. The Data Processing for the purposes of this Agreement shall cover only those Data Processing operations which are necessary for the provision of services, delivery of goods or performance of work in accordance with the above-mentioned Agreement between the Data Controller and the Data Controller.
3. Purposes of processing
  - 3.1. Personal data of the Data Subjects are processed by the Data Processor:
    - 3.1.1. For the purposes of fulfilling the obligations set forth in the Contract;
    - 3.1.2. On other grounds provided for in national and international law.
4. Provision and storage of the Data
  - 4.1. The Data Processor shall be provided with those Data of the Data Subjects held by the Data Controller that are necessary for the performance of the Contract SERVICE AGREEMENT NO 1ST-.
  - 4.2. The Data shall be processed and stored by the Data Processor for as long as is necessary to achieve the purposes of the Data Processing, but in any case not longer than provided for in Order No. V-100 of the Chief Archivist of Lithuania of 9 March 2011 “On Approval of the General Document Storage Terms Index”.
5. Rights and obligations of the Data Processor and the Data Controller
  - 5.1. The Data Processor undertakes to process the Data only to the extent and for the purposes specified in this Agreement, in compliance with the instructions of the Data Controller and the requirements of the legal acts in force in the Republic of Lithuania and without violating the rights of the Data Subjects.
  - 5.2. If the Data becomes unnecessary for the purposes of their processing, the Data Processor undertakes to transfer all available Data (including all their copies, if such are/were made), which it has processed under this Agreement, to the Data Controller without delay, unless otherwise specified by the Data Controller or provided by law.
  - 5.3. The Data Processor undertakes, upon the request of the Data Controller within 1 month:
    - 5.3.1. To suspend the Data Processing;
    - 5.3.2. To correct the specified Data being processed;
    - 5.3.3. To comply with other lawful instructions of the Data Controller.
  - 5.4. The Data Processor undertakes to implement appropriate organizational and technical measures, including those reasonably specified by the Data Controller, to protect the Data from accidental or unlawful destruction, alteration, disclosure, as well as to protect the Data from any other unlawful processing.
  - 5.5. The Data Processor shall ensure that its employees who process the Personal Data are made aware of the obligation to maintain the confidentiality of personal data.
  - 5.6. The Data Processor shall be responsible for the confidentiality and security of the Data being processed from the moment of receiving the Data until the Data are transferred to the Data Controller or until the expiry of the Data retention period specified by the Data Controller and/or provided by legal acts. Upon the separate instruction of the Data Controller, the Data Processor must securely and irrevocably destroy the Data being processed, if it does not

contradict the legal acts, copies thereof (if such are/were made) and confirm the fact of their destruction to the Data Controller.

- 5.7. In the event that a threat is identified or there are reasonable grounds for suspecting a threat to the confidentiality of the Data being processed, and/or if the Data Processor fails to ensure the security of the Data being processed, and/or if the Data Processor does not properly comply with the personal data protection requirements set out in the Agreement and legal acts, the Data Controller shall inform the Data Processor thereof and has the right to request the Data Processor to immediately suspend the Data Processing. The Data Processor shall inform the Data Controller of the readiness to properly comply with the personal data protection requirements set out in the Agreement and in the legal acts. The Data Controller, having evaluated the information received from the Data Processor, may give consent to the resumption of the Data Processing.
- 5.8. Without the separate consent of the Data Controller, the Data Processor undertakes not to distribute, transfer and/or disclose the Data being processed to any third parties, unless otherwise provided by this Agreement and the legislation in force in the Republic of Lithuania, not to use the Data for its own or other persons' interests (except for the Data Controller and related companies, institutions, organizations) and not to perform any other illegal actions of the Data Processing.
- 5.9. Without the separate consent of the Data Controller, the Data Processor has the right to provide the Data to the Data Subject or its legal representative. The procedure for submitting the Data to the Data Subjects shall be provided by the Data Processor and it is introduced to the Data Subjects by the Data Processor.
- 5.10. Upon receipt of any inquiry, request or requirement of the state authorities or the Data Subject related to the processing of personal data, the Data Processor shall immediately inform the Data Controller thereof in writing. The Data Processor must also immediately notify the Data Controller of all cases of accidental or unauthorized access to and receipt of personal data. The Data Processor undertakes to immediately notify the Data Controller in writing of any situation that poses or may pose a threat to the security of the Data and to provide all relevant information.
- 5.11. The Data Processor undertakes to respond to any request from the Data Controller related to the Data Processing.
- 5.12. The Data Controller has the right to request the Data Processor to provide the information and/or documents necessary to ensure that the Data Processor duly complies with the personal data protection requirements set out in the Agreement and legal acts. The Data Processor must provide the Data Controller with this information and/or documents within the term specified in Clause 5.3 of this Agreement.
- 5.13. The Data Processor agrees to allow the representatives of the Data Controller to inspect the fulfillment of the Data Processor's contractual obligations and legal requirements by prior agreement.
- 5.14. The Data Processor undertakes to cooperate with the Data Controller and to provide all information and/or documents requested by the Data Controller and required by the State Data Protection Inspectorate during the inspection of the Data Controller.
- 5.15. The Data Processor has the right to use another data processor(s) with the prior written consent of the Data Controller.
6. Statements and warranties of the Parties
- 6.1. The Data Processor declares and guarantees that the Data Controller's employees or persons used by the Data Controller who will process the Data will protect the Data Confidentiality both during and after the employment or civil relationship with the Data Processor, i.e. indefinitely.

- 6.2. The Data Controller declares and guarantees that the Data Processing in accordance with this Agreement and the Data Controller's instructions to the Data Processor regarding the Data Processing will not contradict the legal acts in force in the Republic of Lithuania and the Data Processor will not be forced to violate them.
7. Liability
  - 7.1. The Data Processor shall be liable only for direct losses incurred by the Data Controller, which have arisen as a result of the Data Processor's violation of this Agreement and/or the requirements of the legal acts of the Republic of Lithuania.
  - 7.2. The Data Controller shall be liable only for direct losses incurred by the Data Processor, which have arisen as a result of the Data Controller's violation of this Agreement and/or the requirements of the legal acts of the Republic of Lithuania.
8. Validity and termination of the Agreement
  - 8.1. This Agreement shall enter into force upon signature and shall remain in force until the Parties have duly fulfilled their obligations under it.
  - 8.2. Should any part or provision of this Agreement be declared invalid, the remaining parts and provisions of this Agreement shall remain in full force and effect.
  - 8.3. The agreement expires:
    - 8.3.1. When the Parties agree to terminate the Agreement;
    - 8.3.2. When one of the Parties terminates the Agreement in accordance with the procedure specified in Clause 8.4;
    - 8.3.3. When one of the Parties loses the right to process personal data (e. g., the Agreement is terminated or expires; the State Data Protection Inspectorate instructs to terminate the processing of personal data).
  - 8.4. The Agreement may be terminated unilaterally without giving a reason and without applying to court by notifying the other Party in writing 30 (thirty) days in advance.
  - 8.5. The Party shall have the right to terminate the Agreement unilaterally if the other Party violates the Agreement and does not remedy the violation within a reasonable period of time specified by the aggrieved Party.
  - 8.6. In the event of termination of this Agreement, the Data Processor shall immediately, without a separate request from the Data Controller, transfer all available Data and copies thereof (if such are/were made), regardless of the form of media, processed by it to the Data Controller, unless otherwise specified in the Data Controller's written notice.
  - 8.7. The Data Controller may not transfer the rights and/or obligations arising from this Agreement to third parties and other data processors may not be used without the prior written consent of the Data Controller.
9. Final provisions
  - 9.1. This Agreement is concluded and shall be interpreted in accordance with the laws of the Republic of Lithuania and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
  - 9.2. The Parties agree that any dispute and/or claim arising out of or in connection with this Agreement, or arising out of a breach, termination or invalidity of this Agreement, shall be settled by negotiation. If the dispute is not resolved through negotiations, it will be resolved in the courts of the Republic of Lithuania in accordance with the procedure established by the laws of the Republic of Lithuania.
  - 9.3. All notices, requests and other correspondence shall be deemed to have been duly served at the addresses indicated on the actual date of receipt or service of the letter, based on the date of the letter acknowledging receipt or delivery or other evidence of receipt.
  - 9.4. The Agreement is drawn up in two copies in the Lithuanian language, one copy for each Party.

- 9.5. All amendments and additions to the Agreement shall be made in writing by the Parties signing additional agreements, which shall be considered an integral part of the Agreement.
- 9.6. The Parties undertake to maintain the confidentiality and non-disclosure of the content of the Agreement and related information to any third party, except where such disclosure is required by law or is necessary for the proper performance of this Agreement, or the other Party to the Agreement allows the information to be disclosed with its written consent, or the information is or becomes public without prejudice to this Agreement.

**Details of the parties and signatures of the representatives:**

<b>Data Controller:</b>	<b>Data Processor:</b>
<p><b>Mykolas Romeris University</b>            Legal entity code 111951726            Address Ateities str. 20, Vilnius            Tel. 8527146125            E-mail <a href="mailto:roffice@mruni.eu">roffice@mruni.eu</a></p> <p>Deputy Rector Assoc. Prof. Dr. Saulius Spurga</p> <hr/> <p>(signature)</p>	<p>M. ...            J. ...            Tel. ...            E-mail: ...</p>  <hr/> <p>(signature)</p>