

## PASLAUGŲ SUTARTIS NR.

2024 m. d.  
Vilnius

**Mykolo Romerio universitetas** (toliau – Užsakovas arba Universitetas), atstovaujamas vicerektoriaus doc. dr. Sauliaus Spurgos, veikiančio pagal rektoriaus 2019 m. balandžio 2 d. įsakymo Nr. II-66 nustatytus įgaliojimus, ir prof. dr. **Gerd Morgenthaler** (toliau – Vykdytojas),

atsižvelgdami į viešojo pirkimo rezultatus,

sudarė šią paslaugų sutartį (toliau – Sutartis).

### 1. Sutarties objektas:

**1.1.** Vykdytojas įsipareigoja iki 2024 m. birželio 25 d. atlikti ekspertinį 2 ak. val. (2 pretendentai), pretendentų, pateikusių prašymus konkursui eiti dėstytojų pareigas, įvertinimą – jų atitikimą Mykolo Romerio universiteto minimalius kvalifikacinius dėstytojų reikalavimus bei pateikti išvadas (toliau – Paslaugos), o Užsakovas įsipareigoja už suteiktas Paslaugas sumokėti Vykdytojui šioje Sutartyje numatytomis sąlygomis ir tvarka.

### 2. Paslaugos kaina ir atsiskaitymų tvarka

**2.1** Sutarties vertė yra **100,00 eurų (vienas šimtas eurų)**. Į šią sumą įeina visos Paslaugų teikėjo išlaidos ir visi mokesčiai, būtini tinkamai įvykdyti Sutartį.

**2.2** Užsakovas 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 Užsakovas patvirtina apie tinkamą Paslaugų suteikimą ar nesuteikimą. Užsakovas įsipareigoja apmokėti pavedimu Vykdytojui už tinkamai ir laiku suteiktas Paslaugas per 30 darbo dienų nuo Paslaugų priėmimo-perdavimo akto pasirašymo dienos.

### 3. Užsakovas įsipareigoja:

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

**3.2.** Užsakovas, uždelsęs sumokėti Sutarties 2.1 punkte numatyta tvarka, įsipareigoja Vykdytojui

## SERVICE AGREEMENT NO

2024  
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. II-66 of 2 April 2019, and prof. dr. **Gerd Morgenthaler** (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 executor undertakes to conduct an expert evaluation of the candidates (2 candidates) who have submitted applications for the competition for teaching positions by June 25, 2024. This includes assessing their compliance with the minimum qualification requirements for lecturers at Mykolas Romeris University and providing conclusions. (hereinafter referred to as "Services"), and Client undertakes to pay the Contractor for the Services provided in the order and manner provided for in this Agreement.

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

**2.1. The value of the contract is 100.00 EUR (one 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.** 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

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 pradeda vykdyti, jei taikoma, Paslaugų teikėjas įsipareigoja Paslaugų gavėjui pranešti tuo metu žinomų subtiekiųjų pavadinimus, kontaktinius duomenis 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 subtiekiuosius, kuriuos jis ketina pasitelkti vėliau.

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 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

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

7.3. Jei subtiekejui Pirkimo dokumentuose buvo keliami kvalifikaciniai reikalavimai arba subtiekejas buvo pasitelktas pagrindžiant Paslaugų teikėjo pasiūlymo atitikimą Pirkimo dokumentuose nustatytiems kvalifikaciniais reikalavimams, keičiamas subtiekejas turi atitikti atitinkamus Pirkimo dokumentuose nustatytus kvalifikacinius reikalavimus ir neturi būti Viešųjų pirkimų įstatyme numatytų pašalinimo pagrindų. Tokiu atveju, jeigu subtiekejo 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 subtiekeją reikalavimus atitinkančiu subtiekeju.

7.4. Paslaugų gavėjui sutikus su subtiekejo pakeitimu, Paslaugų gavėjas kartu su Paslaugų teikėju raštu sudaro susitarimą dėl subtiekejo 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 įspėjus 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, bankų atsiskaitomųjų sąskaitų numeriams ir kitais atvejais.

8.7. Užsakovo paskirtas asmuo, atsakingas už Sutarties vykdymą yra

8.8. Sutarčiai taikomi aplinkosauginiai reikalavimai vadovaujantis Aplinkos ministro 2022 m. gruodžio 13 d. įsakymu Nr. D1-401 „Dėl Lietuvos Respublikos aplinkos ministro 2011 m. birželio 28 d. įsakymo Nr. D1-508 „Dėl Produktų, kurių viešiesiems

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 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

pirkimams ir pirkimams taikytini Aplinkos apsaugos kriterijai, sąrašo, Aplinkos apsaugos kriterijų ir aplinkos apsaugos kriterijų, kuriuos perkančiosios organizacijos ir perkantieji subjektai turi taikyti pirkdami prekes, paslaugas ar darbus, taikymo tvarkos aprašo patvirtinimo“ pakeitimo“ 4.4.3. p. perkama tik nematerialaus pobūdžio (intelektinė) ar kitokia paslauga, nesusijusi su materialaus objekto sukūrimu, kurios teikimo metu nėra numatomas reikšmingas neigiamas poveikis aplinkai, nesukuriamas taršos šaltinis ir negeneruojamos atliekos.

### 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**

be responsible for the execution of the Agreement in accordance with the provisions of the Law on Public Procurement is

**8.8.** With this contract, green procurement is carried out in accordance with the description of the procedure for the application of environmental protection criteria in the implementation of green procurement, approved by the Minister of the Environment of the Republic of Lithuania in 2022, December 13 by order no. D1-401 "On the approval of the description of the procedure for the application of environmental protection criteria in the course of green procurement", sub-paragraph 4.4.3 (only an intangible (intellectual) or other service not related to the creation of a tangible object is purchased, the provision of which is not expected to have a significant negative impact on the environment, no pollution source is created and no waste is generated).

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

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

Adresas / address:

Gimimo data/Date of birth:

Paso numeris/Passport Number:

asmens kodas / Personal code: - n/a

PVM mokėtojo kodas / VAT payer code: - n/a

El.paštas/email:

Tel. / phone:

Bank Name:

Account Name:

Account Number:

IBAN:

BIC: BIC/SWIFT:

**Prof. Dr. Gerd Morgenthaler**

## DATA PROCESSING AGREEMENT

Mykolas Romeris University, legal entity code 111951726, address Ateities st 20, Vilnius

represented by acting deputy rector assoc. prof. Saulius Spurga

and the Data Processor \_\_\_\_\_

—,

(name, registration number, address of the registered office, telephone number and e-mail address of the data processor; if the data processor is a natural person, name and surname, individual activity certificate or business licence number, address of the place of residence, telephone number and e-mail address)

represented

by

\_\_\_\_\_,  
(name and surname, position of the person representing the data processor, basis of representation)

(hereinafter individually referred to as a “Party” and collectively as the “Parties”)

following 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) (hereinafter referred to as the “Regulation (EU) 2016/679”),

**have agreed** on these clauses on the Processing of Personal Data on the basis of Article 28 of Regulation (EU) 2016/679 (hereinafter referred to as the “Clauses”) which shall consist of the annexes specified in the Clauses and concluded between the Parties during the term of the Clauses.

Where these Clauses use the terms defined in Regulation (EU) 2016/679, those terms shall have the same meaning as in that Regulation.

### CHAPTER I PURPOSE OF THE CLAUSES

1. For the purposes of implementation of Article 28(3) of Regulation (EU) 2016/679, the rights and obligations of the Data Controller and the Data Processor in processing of personal data on behalf of the Data Controller shall be set out herein. The Clauses shall be aimed at protecting the rights of the data subjects, minimising the specific risks with respect to protection of personal data and ensure the clarity of the relationship between the Data Controller and the Data Processor and the respective rights and obligations of the Data Controller and the Data Processor.
2. For the purposes of provision of “Intellectual property and modern technologies” services, the Data Processor shall process personal data on behalf of the Data Controller hereunder. The terms and conditions of processing of personal data shall be set forth in Annex 1 hereto.

### CHAPTER II OBLIGATIONS OF THE PARTIES

3. The Data Controller:
  - 3.1. is responsible for ensuring that personal data is processed in accordance with Regulation (EU) 2016/679

(see Article 24 of hereof), other European Union or Member State law<sup>1</sup> governing protection and/or processing of personal data and these Clauses;

3.2. has the right and obligation to make decisions on the purposes and means of processing of personal data;

3.3. shall be responsible, among other, for ensuring that processing of personal data which is assigned to the Data Processor has legal grounds.

4. The Data Processor:

4.1. processes personal data only in accordance with the documented instructions issued by the Data Controller except for the cases where this is required by the European Union or Member State law applicable to the Data Processor (in such cases Data Processor shall inform the Data Controller of the legal requirement before processing, unless that law prohibits such information for reasons of substantial public interest). Such instructions shall be set out in Annex 1 and Annex 3 to the Clauses. The Data Controller shall also be entitled to issue further instructions during the entire period of the processing of personal data; however, such instructions related to the Clauses must always be in line with the respective rights and obligations of the Parties set out in the Clauses and documented;

4.2. shall immediately notify the Data Controller if, in the opinion of the Data Processor, the Data Controller's instructions are in conflict with Regulation (EU) 2016/679 or other European Union or Member State law governing protection of personal data;

4.3. shall maintain records related to the activities of processing of personal data carried out on behalf of the Data Controller. The afore-mentioned obligation shall apply to each Data Processor and, where applicable, the representative of the Data Processor in accordance with Article 30(2) of Regulation (EU) 2016/679.

5. If the Data Processor receives an unlawful instruction from the Data Controller, it shall have the right not to comply with it.

6. These Clauses shall not release the Parties from other obligations applicable to them under Regulation (EU) 2016/679 or other legal acts.

### **CHAPTER III CONFIDENTIALITY**

7. The Data Processor shall grant access to the personal data processed on behalf of the Data Controller only to the persons under the data processor's authority who have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality and only on a need-to-know basis. Parties ensure that:

7.1 In case of a need to change in the persons having access to personal data, their right of access to the Data Controller's personal data shall be revoked not later than on the last day on which their tasks require them to have access to the personal data of the Data Controller entrusted to Data Processor. In case of discontinuation of employment relationship with the employee of the Data Processor, the access rights to the Data controller's personal data shall be revoked not later than on the last day of work.

7.2. The list of persons granted access to personal data shall be reviewed on a periodical basis at least 6 months. Following the afore-mentioned review, such access to personal data shall be suspended if such access is no longer necessary; thus, personal data cannot be accessible to such persons.

8. Upon the Data Controller's request, the Data Processor shall demonstrate that the *persons who are supervised by the Data Processor and to whom processing of personal data is assigned shall be subject to the obligation of confidentiality provided for in paragraph 7 hereof.*

### **CHAPTER IV SECURITY OF PROCESSING**

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<sup>1</sup> For the purposes of the Clauses, a "Member State" shall be understood as a Member State of the European Economic Area.

9. Following Article 32 of Regulation (EU) 2016/679, the Data Controller and the Data Processor shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons.

10. The Data Controller shall assess possible risk to the rights and freedoms of natural persons in processing of personal data and implement measures to minimise such risk. Depending on the appropriateness of the measures, they may be as follows:

10.1. the pseudonymisation and/or encryption of personal data;

10.2. the ability to ensure the continues confidentiality, integrity, availability and resilience of processing systems and services;

10.3. the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;

10.4. a process for regular testing, inspecting and evaluating the technical and organisational measures for ensuring the security of the processing.

11. According to Article 32 of Regulation (EU) 2016/679, the Data Processor shall also – independently from the Data Controller – evaluate the risks to the rights and freedoms of natural persons inherent in the processing activity entrusted to it by the Data Controller, and implement the measures to mitigate those risk. To this end, the Data Controller shall provide the Data Processor with all information necessary for identification and assessment of such risk.

12. Furthermore, the Data Processor shall help the Data Controller in ensuring compliance with the Data Controller’s obligation provided for in Article 32 of Regulation (EU) 2016/679 *inter alia* providing the Data Controller with information on technical and organisational measures which have already been implemented by the Data Processor under Article 32 of Regulation (EU) 2016/679 together with all other information necessary for the Data controller to comply with its obligation under Article 32 of Regulation (EU) 2016/679.

13. If, according to the assessment made by the Data Controller, the mitigation of the identified risks requires further measures to be implemented by the Data Processor, the Data Controller shall specify these additional measures in Annex 3 hereto and the Data Processor shall implement additional measures and the measures which have already been implemented under Article 32 of Regulation (EU) 2016/679. The Data Processor shall make available to the Data Controller all information necessary to demonstrate compliance with its obligations as provided in Chapter X of the Clauses.

## **CHAPTER V ENGAGEMENT OF OTHER DATA PROCESSORS**

14. The Data Processor shall comply with the requirements set forth in Articles 28(2) and 28(4) of Regulation (EU) 2016/679 in order to engage another data processor (hereinafter referred to as the “sub-processor”).

15. The terms and conditions of the Data Controller in accordance with which the Data Processor may engage sub-processors and the list of the sub-processors authorised by the Data Controller shall be laid down in Annex 2 hereto.

16. The Data Processor shall not engage a sub-processor for performance of the processing carried out under these Clauses without a prior general written authorisation of the Data Controller. The Data Processor has the general written authorisation to engage sub-processors of the Data Controller. The Data Processor shall notify the Data Controller of any planned amendments related to engagement or replacement of sub-processors in writing no later than 5 working days in advance, thus, enabling the Data Controller to object to such amendments before engagement of the respective sub-processor(s). Longer periods of prior notification of specific processing services may be set out in Annex 2 hereto.

17. Where the Data Processor engages a sub-processor for carrying out the particular processing on behalf of the Data Controller, the same data protection obligations as set out between the Data Controller and the Data Processor shall be imposed on the sub-processor by way of a contract or another legal act under European Union or Member State law, in particular providing sufficient guarantees to implement appropriate technical and organisational measures so that processing meets the requirements of Regulation (EU) 2016/679. Prior to processing, the data processor shall inform the sub-processor of the identity and contact details of the Data Controller for which the sub-processor processes personal data

18. Upon request of the Data Controller, a copy of the contract with a sub-processor and subsequent amendments thereto, shall be provided to the Data Controller, thus, enabling the Data Controller to ensure that the sub-processor was subject to the same data protection obligations as laid down by the Clauses. The Data Processor shall notify the Data Controller of any failure by the sub-processor to fulfil its obligations under that contract or other legal act binding on sub-processor. The Data Processor is not obliged to provide the provisions of the data processing agreement on the business-related issues which do not have an impact on the terms and conditions of the legal protection of personal data of the contract concluded with the sub-processor.

19. The Data Processor shall agree on a third-party beneficiary clause with a sub-processor (if any) providing that in case of bankruptcy of the primary Data Processor, the Data Controller shall be entitled to enforce the data processing agreement directly against the sub-processor engaged by the primary Data Processor and/or issue direct instructions on processing, for example, instruct the sub-processor to delete or return personal data.

20. The data processor shall be responsible for requiring that the sub-processor at least complies with the obligations to which the data processor is subject pursuant to the Clauses and the GDPR. If the sub-processor fails to fulfil the personal data protection obligations, the primary Data Processor with which/whom data processing agreement is concluded shall remain fully liable towards the Data Controller for fulfilment of the sub-processor's obligations. This shall not affect the data subjects' rights provided for in Regulation (EU) 2016/679, in particular, the rights provided for in Articles 79 and 82 of Regulation (EU) 2016/679 in respect of the Data Controller and the Data Processor including the rights in respect of the sub-processors.

## **CHAPTER VI TRANSFER OF DATA TO THIRD COUNTRIES<sup>2</sup> OR INTERNATIONAL ORGANISATIONS**

21. The Data Processor shall be entitled to transfer personal data to third countries or international organisations only after receipt of the documented instructions of the Data Controller and in accordance with the requirements of Chapter V of Regulation (EU) 2016/679.

22. If personal data must be transferred to third countries or international organisations in accordance with European Union or Member State law which must be complied with by the Data Processor although the Data Controller has not given instructions to do this to the Data Processor, the Data Processor shall notify the Data Controller of the afore-mentioned legal requirement prior to transfer of data unless such legal act prohibits communication of such information.

23. The Data Processor shall not be entitled to carry out the following actions without the documented instructions of the Data Controller or the particular request under European Union or Member States law in accordance with these Clauses:

23.1. to transfer personal data to a Data Controller or a Data Processor in a third country or in an international organisation;

23.2. to transfer processing of personal data to a sub-processor in a third country;

23.3. to allow the Data Processor to process personal data in a third country.

24. The Data Controller's instructions or approval regarding transfers of personal data to a third country

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<sup>2</sup> NOTE. 'Third countries' refers to countries outside the European Economic Area.

including, if applicable, the transfer tool under Chapter V of Regulation (EU) 2016/679 on which the Data Controller's instructions are based, shall be set out in Annex 3 of these Clauses.

25. These Clauses shall not be standard data protection clauses defined in Articles 46(2)(c) and 46(2)(d) of Regulation (EU) 2016/679 and the Parties shall not be entitled to rely on the Clauses as the basis of transfer of personal data to third countries or international organisations in accordance with Chapter V of Regulation (EU) 2016/679.

## **CHAPTER VII ASSISTANCE TO THE DATA CONTROLLER**

26. Taking into account the nature of processing, the Data Processor shall assist the Data Controller to fulfil the Data Controller's obligation to respond to the requests for exercise of the data subject's rights provided for in Chapter III of Regulation (EU) 2016/679 by appropriate technical and organisational measures, insofar as this is possible. This implies that the Data Processor shall, insofar as this is possible, assist the Data Controller in its obligation to give effect to the following data subject rights:

- 26.1. the right to be informed when personal data has been obtained from the data subject;
- 26.2. the right to be informed when personal data has been obtained not from the data subject;
- 26.3. the data subject's right to access data;
- 26.4. the right to rectification;
- 26.5. the right to erasure ("right to be forgotten");
- 26.6. the right to restriction of processing;
- 26.7. the notification obligation regarding rectification or erasure of personal data or restriction of processing;
- 26.8. the right to data portability;
- 26.9. the right to object to processing;
- 26.10. the right not to be subject to decisions based solely on automated processing, including profiling.

27. In addition to the Data Processor's obligation to assist the Data Controller in accordance with paragraph 12 hereof, the Data Processor, taking into account the nature of processing and information available to the Data Processor, shall also assist the Data Controller in ensuring compliance with:

- 27.1. the Data Controller's obligation to without undue delay and, where feasible, not later than within 72 hours after having become aware of it, notify the competent supervisory authority State data protector inspectorate of the personal data breach unless the personal data breach is unlikely to result in a risk to the rights and freedoms of natural persons;
- 27.2. the Data Controller's obligation to notify without undue delay the data subject if personal data breach is likely to result in a high risk to the rights and freedoms of natural persons;
- 27.3. the Data Controller's obligation to carry out a data protection impact assessment of the envisaged personal data processing operations where a type of processing is likely to result in a high risk to the rights and freedoms of natural persons;
- 27.4. the Data Controller's obligation to consult the competent supervisory authority State data protector inspectorate prior to processing if the data protection impact assessment indicates that processing of data would result in high risk if the Data Controller fails to take measures to mitigate the risk.

28. The Parties shall establish in Annex 3 hereto the appropriate technical and organisational measures, which should be taken by the Data Processor to assist the Data Controller with the data subject rights and with the obligations under Articles 33 to 36 of Regulation (EU) 2016/679, as set out in paragraphs 27 hereof.

## **CHAPTER VIII NOTIFICATION OF PERSONAL DATA BREACH**

29. The Data Processor shall notify the Data Controller without undue delay after becoming aware of a personal data breach. The Data Processor shall notify the Data Controller within 5 hours from the moment on

which the Data Processor becomes aware of the personal data breach so that the Data Controller could fulfil the Data Controller's obligations to report the personal data breach to the competent supervisory authority in accordance with Article 33 of Regulation (EU) 2016/679.

30. The obligation to assist the Data Controller to notify the competent supervisory authority of a personal data breach provided for in paragraph 27.1 hereof shall imply that the Data Processor must assist the Data Controller to obtain the information specified below which, according to Article 33(3) of Regulation (EU) 2016/679, must be indicated in the Data Controller's notification to the competent supervisory authority:

30.1. the nature of the personal data including, where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data concerned;

30.2. the likely consequences of the personal data breach;

30.3. the measures taken or proposed to be taken by the Data Controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects;

30.4. any other relevant information which is or may be necessary for the Data Controller when preparing the notification or responding to additional requests of the competent supervisory authority related to the personal data breach.

31. Annex 3 to the Clauses shall set out all elements which must be provided by the Data Processor to assist the Data Controller to notify the competent supervisory authority of a personal data breach. If the Data Processor fails to provide all information on the personal data breach to the Data Controller or later additional information becomes evident, the Data Processor shall be obliged to without undue further delay but not later than within 5 hours from the moment of becoming aware of new information give an additional notification to the Data Controller specifying all missing information.

32. Upon request of the Data Controller, in addition to the information provided for in paragraph 31 hereof, the Data Processor shall provide copies of the documents, for example, the documents justifying the carried out actions, applied measures or carried out internal inspections and conclusions of the inspections.

## **CHAPTER IX ERASURE AND RETURN OF DATA**

33. Upon termination of the provision of personal data processing services, the Data Processor shall be obliged, at the choice of the controller return all personal data to the Data Controller and in any event delete the existing copies unless the personal data must be stored in accordance with the laws of the European Union or its Member State. The Data Controller is entitled to modify the choice made at the time of the signature of the Clauses throughout the life cycle of the Clauses and upon its termination.

## **CHAPTER X AUDIT AND INSPECTION OF THE DATA PROCESSOR**

34. The Data Processor shall make available to the Data Controller all information necessary to demonstrate compliance with the obligations set out in Article 28 of Regulation (EU) 2016/679 and the Clauses and enable and assist the Data Controller or another auditor mandated by the Data Controller to carry out an audit including on-the-spot inspections.

35. An audit (including inspections) of the Data Processor and sub-processors carried out by the Data Controller shall be subject to the procedures provided for in paragraphs 7 and 8 of Annex 3 hereto.

36. The Data Processor shall grant the supervisory authorities which, according to the law in force, have access to the equipment of the Data Controller and the Data Processor, or the representatives acting on behalf of such supervisory authorities access to data processor's physical facilities or fulfil other instructions of the supervisory authorities to carry out an audit or another inspection. The Parties shall make the information referred to in this Clause, including the results of any audits, available to the competent supervisory authority on request.

## CHAPTER XI FINAL PROVISIONS

37. The terms and conditions of the Clauses shall come into force from the date of signature of the Clauses.
38. During the period of provision of personal data processing services, the Clauses cannot be terminated if the Parties have not agreed on other terms and conditions of the Clauses regulating provision of personal data processing services.
39. If provision of personal data processing services is terminated and personal data is deleted or returned to the Data Controller in accordance with paragraph 33 of the Clauses and paragraph 4 of Annex 3 to the Clauses, the Clauses may be terminated by a written notice given by either Party.
40. Without prejudice to any provisions of Regulation (EU) 2016/679, if the Data Processor breaches his/its obligations hereunder, the Data Controller shall be entitled to order the Data Processor to suspend personal data processing on a temporary basis till the latter complies with the Clauses or the Clauses are terminated. The Data Processor shall immediately notify the Data Controller if he/it cannot perform its tasks as agreed in the Clauses for any reason.
41. The Data Controller shall be entitled to terminate the Clauses if:
- 41.1. the Data Processor substantial or persistent breaches the Clauses or his/its obligations under Regulation (EU) 2016/679;
- 41.2. the Data Processor fails to comply with the binding decision of the court or supervisory authority in relation to his/its obligations provided for in the Clauses or Regulation (EU) 2016/679;
- 41.3. the processing of personal data by the Data Processor has been suspended by the Data Controller pursuant to paragraph 43.1 and (or) 43.2 of the Clauses and compliance with these Clauses is not restored within a 14 days following suspension.
42. The Clauses shall take precedence over any similar provisions related to processing of personal data set out in other agreements between the Parties.
43. Each Party shall appoint a person responsible for executing the Clauses.

## CHAPTER XII DETAILS AND SIGNATURES OF THE PARTIES

**Mykolas Romeris University**

Legal entity code: 111951726  
 Adress: Ateities st. 20, Vilnius  
 Phone.: 8527146125  
 Email: [roffice@mruni.eu](mailto:roffice@mruni.eu)

Personal code:  
 Adress:  
 Phone:  
 Email:

Deputy Rector  
 doc.dr. Saulius Spurga

**Prof. dr. Gerd Morgenthaler**

## INFORMATION ON PROCESSING OF PERSONAL DATA

### 1. 1.Information on processing of personal data:

Personal data is processed for the purpose of preparing the lecture series and teaching the students.

Guest logins to the Moodle system are provided to the Data Controller by the Data Controller. The Data Processor only sees his own subject in the Moodle system and accordingly only sees the personal data of the students to whom his subject is taught. For the purpose of fulfilling the contract, the Data Processor shall process the names of the students and the e-mail addresses provided by the University.

Translated with DeepL.com (free version)

#### **1.1. The purpose of processing of personal data by the Data Processor shall be:**

The executor undertakes to conduct an expert evaluation of the candidates (2 candidates) who have submitted applications for the competition for teaching positions by June 25, 2024. This includes assessing their compliance with the minimum qualification requirements for lecturers at Mykolas Romeris University and providing conclusions.

#### **1.2. Processing of personal data by the Data Processor shall be mainly related to (nature of processing):**

Preparing and delivering a series of lectures to students. Preparation and delivery of examinations to students.

#### **1.3. The processing shall cover the following the type of personal data:**

Mykolas Romeris University students' names, surnames, e-mail addresses provided by the University.

#### **1.4. The processing shall cover the following categories of data subjects:**

Students of the Data Controller.

#### **1.5. The Data Processor shall be entitled to process personal data on behalf of the Data Controller after entry into force of the Clauses. Duration of processing:**

*Until June 25<sup>th</sup>, 2024*

## INFORMATION ON SUB-PROCESSORS

### 1. Authorised sub-processors:

Upon entry into force of the Clauses, the Data Controller shall allow to engage the following sub-processors:

Corporate name, name, surname	Registration number/ individual activity certificate number or business licence number	Address of the registered office/address of the place of residence	Description of processing of personal data

Upon entry into force of the Clauses, the Data Controller shall allow the other Party to engage the sub-processors listed in this Annex hereto for the purposes provided for in paragraph 1.1 of Annex 1 to the Clauses in accordance with the requirements of Chapter VI hereof. In order to engage the afore-mentioned sub-processors for processing of personal data for the purposes other than the purposes provided for in paragraph 1.1 of Annex 1 hereto, a written authorisation of the Data Controller shall be required.

### 2. Prior notification of granting authorisation to the new sub-processors

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Annex 3 to  
The standard contractual clauses for the  
data processing agreement

## INSTRUCTIONS ON PROCESSING OF PERSONAL DATA

### 1. Instruction to Process Data

The Data Processor shall carry out the following actions in the course of processing of personal data on behalf of the Data Controller:

Develops and teaches a series of lectures to students. Prepares and accepts examinations for students.

### 2. Security of Processing

The level of security shall be established taking into account:

The Data Processor will process the name, surname and personal identification number of students on behalf of the Data Controller. As no large amounts of personal data will be processed, a medium level of security is set.

The Data Processor has the right and obligation to decide on the use of technical and organisational security measures to ensure an adequate (and consistent) level of data security.

The ISs where personal data are processed must be accessible only from the internal network of the University or must be connected to the ISs via secure communication channels (VPN, HTTPS, etc.).

The data processor shall have the right to store personal data only on a computer server. The Data Processor is not allowed to transfer (save) personal data to external storage devices (e.g. USB, DVD, external hard drives).

A processor on whose computer personal data are stored or from which access to the areas of the local network where personal data are stored is possible, must use a password on its computers consisting of at least 8 characters and the characters should be of at least three different types (lowercase letters, uppercase letters, numbers, special characters).

The personal data contained in the processor's computer must not be accessible via other computers.

### 3. Assistance to the Data Controller

The Data Processor shall, insofar as this is possible and taking into account the area and scope of assistance specified below, assist the Data Controller to implement the following technical and organisational measures in accordance with paragraphs 26–28 of the Clauses:

Requests from data subjects must be forwarded to the controller by e-mail to [dap@mr.uni.eu](mailto:dap@mr.uni.eu) without undue delay, but at the latest within 1 working day of receipt of the request. Responses to data subjects shall be prepared in accordance with the instructions of the controller, and in the event of a personal data breach, the data processor shall inform the controller, providing all information relating to the data breach.

### 4. Data Retention Period/Data Erasure Procedures

Personal data are stored until the performance of the public procurement contract, after which the personal data are automatically deleted by the processor.

Upon termination of the provision of personal data processing services, the original documents transmitted by the controller to the processor shall be returned to the controller and copies of the documents shall be erased and confirmed in writing, except where the retention of personal data is required by law. The Processor shall also inform the Data Controller of the personal data or copies thereof that are not erased and the legislation governing this.

## **5. Data Processing Location**

According to the Clauses, personal data cannot be processed in other places, except for the locations specified below, without a prior written consent of the Data Controller:

Mykolo Romerio universitetas, Ateities g. 20, Vilnius.

## **6. Instructions on Transfer of Personal Data to a Third Country or International Organisations**

The Data Processor does not have the right to transfer personal data to a third country or international organisations

## **7. Procedures for the Data Processor's Personal Data Processing Audits, Including on-the-spot Inspections, Carried Out by the Data Controller**

During the term of the public procurement contract, the controller or the controller's representative shall physically inspect the locations where the processor processes personal data, including the physical means as well as the systems used for and related to the processing of the data, in order to verify that the processor complies with the provisions of the Regulation (EU) 2016/679, the applicable personal data protection provisions of the European Union or its Member States, and the Terms and Conditions.

In addition to the scheduled inspection, the Controller may carry out an inspection of the Processor whenever the Controller deems it necessary.