

# MEMORANDUM OF UNDERSTANDING

between

## **IE School of Science and Technology**

Registered seat: IE Tower - Paseo de la Castellana 259E. 28046, Madrid  
Represented by: prof. Ikhtlaq Sidhu, Dean

(hereinafter the "IE")

and

## **Prague University of Economy and Business Faculty of Informatics and Statistics**

Registered seat: nám. W. Churchilla 1938/4, 130 67 Prague  
Id. No.: 61384399 VAT No.: CZ61384399  
public university organized by law  
Represented by prof. Ing. Jakub Fischer, Ph.D., Dean

(hereinafter "FIS")

### **I. General Provisions**

1. This Memorandum of Understanding (hereinafter "MoU") establishes a specific form of cooperation between the contracting parties concerning the subject matter defined in Article II of this MoU, and is an expression of their voluntary, consensual intention.
2. The parties declare and warrant that they are authorized to enter into this MoU and duly fulfill the obligations contained herein.

### **II. Purpose and Subject-Matter of Cooperation**

1. The purpose of this MoU is to establish a framework for cooperation between the two faculties in areas of mutual interest such as research, academic programs, cultural exchange, and other educational activities.
2. The areas of cooperation will include, but not be limited to, the following:
  - a. Exchange of faculty and students for study and research.
  - b. Joint research activities and publications.
  - c. Participation in seminars, workshops, and academic meetings.
  - d. Exchange of academic materials and other information.
  - e. Special short-term academic programs and projects.
  - f. Joint participation in Impact Xcelerator program Collaboration Model  
The 'Impact Xcelerator' program is designed to serve as a catalyst for addressing pressing global issues by engaging students, faculty, and industry leaders in high-impact research projects. Through this collaboration, both Parties seek to create a platform that transcends

traditional academic boundaries and fosters innovative solutions on a global scale. The initial focus areas of the program include health, data, IT, energy, sustainability, and financial systems. These areas have been identified for their potential to effect meaningful societal and environmental change.

Participation will entail the following principles:

- Cross links on web and communication channels to facilitate seamless collaboration and information exchange.
- Equal split of overhead costs between the Parties.
- Commitment to avoiding disconnected projects to ensure alignment and synergy in efforts within Impact Xcelerator.
- Establishment of a Steering Committee comprising 2 or 3 individuals, tasked with providing guidance on proposal structure, intellectual property terms, researcher engagement, and overall project coordination.

### **III. Implementation, Duration and Termination**

1. Specific activities under this MoU will be subject to the mutual consent of both universities, availability of funds, and approval of each university's legal counsel.
2. The MoU is concluded for a fixed term until December 31, 2028, and becomes valid and effective on the day of publication in the Register of Contracts. The parties shall inform each other of their interest in continuing the cooperation by the end of the validity period of this MoU.
3. The parties shall coordinate the development of cooperation in accordance with the needs and promptly address emerging issues in the spirit of mutual collaboration.
4. The designated contact persons for matters related to the fulfillment of obligations specified in this MoU are:

For IE:

[REDACTED]

For FIS:

[REDACTED]

5. Both contracting parties reserve the right to terminate this MoU. A termination notice must be written. The notice period shall be 6 months counted from the first day of the month following the month in which the notice was delivered to the other contracting party.

### **IV. Data Protection**

1. Both contracting parties shall be obligated to fulfill the following duties during the performance of this MoU:
  - a. Both parties shall implement technical, organizational, personnel, and other appropriate measures in accordance with 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) ("GDPR"), to ensure and be able to demonstrate at all times that the processing of personal data is carried out in compliance with the GDPR and other relevant legal regulations, to prevent unauthorized or accidental access to personal data and to data carriers containing such data, their alteration, destruction, or loss, unauthorized transmissions, other unauthorized processing, as well as misuse, and to review and update these measures as necessary on an ongoing basis.
  - b. Both parties shall maintain and regularly review and update records of personal data processing activities. FIS fulfills the obligation to maintain records of processing activities in the Personal Data Processing Registry of the University of Economy and Business.
  - c. Both parties shall promptly and properly report any breaches of personal data security to the Office for Personal Data Protection and cooperate with this authority to the extent necessary. This provision shall not apply in cases where it is unlikely that such a breach would result in a risk to the rights and freedoms of data subjects.
  - d. Both parties shall inform each other of all circumstances significant for data protection, including breaches of security, in the course of fulfilling the subject matter of this MoU. Information shall be sent to the address [dpo@vse.cz](mailto:dpo@vse.cz);
  - e. Both parties shall maintain confidentiality of personal data and security measures, the disclosure of which would jeopardize the security of personal data, even after the termination of this MoU;
  - f. Both parties shall comply with additional requirements of the GDPR and relevant laws, particularly adhere to the general principles of personal data processing, fulfill their information obligations, not disclose personal data to third parties without necessary authorization, respect the rights of data subjects, and provide each other with necessary cooperation in this regard.
2. The processing of personal data based on this MoU does not involve personal data of special categories within the meaning of Articles 9 and 10 of the GDPR.
3. Personal data shall be processed for the duration of this MoU. Termination of this MoU shall not extinguish the IE obligations regarding the security and protection of personal data until their complete destruction.
4. FIS, as the data controller shall fulfill the following during the performance of this MoU:
  - a. Ensure that personal data is collected and transferred to the IE for processing in accordance with GDPR requirements at all times;

- b. Ensure that this data is current, accurate, and truthful, and that it corresponds to the specified purpose of processing;
  - c. Ensure that personal data is collected and further processed on the basis of the appropriate legal basis;
  - d. Adopt appropriate measures to provide data subjects with all information required by GDPR regarding the processing of personal data by the IE in the performance of this MoU in a concise, transparent, understandable, and easily accessible manner, using clear and plain language.
5. The IE shall fulfill the following during the performance of this MoU:
- a. Not engage any additional processors in the processing of personal data under this MoU without prior consent from FIS;
  - b. Take into account the nature of the processing of personal data and assist FIS in fulfilling its obligations as the data controller to respond to requests for the exercise of data subject rights, as well as to fulfill other obligations under the GDPR;
  - c. Ensure that systems for automated processing of personal data are accessed only by authorized individuals, who must have access only to personal data corresponding to their permissions, based on special user permissions established exclusively for these individuals;
  - d. Ensure that authorized personnel process personal data only under the conditions and to the extent determined by the IE and corresponding to this MoU, and that they maintain absolute confidentiality regarding the processed personal data, as well as regarding security measures, the disclosure of which would jeopardize the security of personal data, even after the termination of personal data processing.

## V. Final Provisions

1. FIS is an entity subject to the obligations arising from Act No. 340/2015 Coll., on the Register of Contracts. The IE is aware of the consequences of this fact, namely, that this MoU will be published in its entirety, excluding personal data, in the Register of Contracts.
2. This MoU has been drawn up in two counterparts in English, each party receiving one counterpart. Both counterparts shall have the validity of the original MoU.
3. Supplements to this MoU as well as any changes to it may only be made in writing, unless otherwise stipulated by this MoU, in the form of written amendments.
4. This MoU shall be governed by Czech law, particularly by Act No. 89/2012 Coll., the Civil Code.

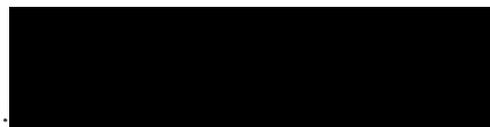
In Prague on June 7, 2024

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