LETTER OF INTENT
30 November, 2010, Kaunas

We, the parties of this Letter of Intent (hereinafter Parties):

VYTAUTAS MAGNUS UNIVERSITY (hereinafter VMU), the entity established and working, according to the laws of the Republic of Lithuania, code of legal entity 111950396, which registered office is at K. Donelaicio str. 58, Kaunas, Republic of Lithuania, represented by rector Zigmas Lydeka, acting on the basis of VMU Statute,

and

AVEIRO UNIVERSITY (hereinafter UA), the entity established and working, according to the laws of Portugal, code of legal entity 501461108, which registered office is at Campus Universitário de Santiago, 3810-193 Aveiro, Portugal, represented by rector Manuel António Corão de Assunção, acting on the basis of UA statutes,

Whereas:

(A) VMU and other universities and institutes of scientific researches are going to apply for joint right of graduate studies;

(B) The parties are going to join organizational and scientific potential, professional skills and knowledge, and to form jointly the network of graduate studies in the direction of Education Sciences;

(C) The parties are going to cooperate in preparation of scientists, who would be able to do independently the works of scientific researches and experimental development, and to solve the scientific problems.

We have agreed to sign this Letter of Intent (hereinafter Letter) under the following conditions:

1. The parties are going to cooperate comprehensively in the participation process of graduate studies in the direction of Education Sciences by appointing members to the joint committee of Doctoral study program if the Lithuanian Ministry of Education and Science grants VMU the joint right of graduate studies in the direction of Education Sciences.

2. The parties undertake to negotiate honestly and to attempt to sign the binding agreements, which would satisfy the Letter’s objectives.

3. The parties undertake to appoint the persons responsible for negotiations and to secure that all the decisions in the negotiation process were made...
4. Šalių sudarytoje sutartyje turi būti aptartos sąlygos ir terminai, leisiantys šalims visapusiškai bendradarbiauti tobulinant doktorantūros procesą, organizuojant daktaro disertacijų tematiką ir vadovų konkursus, daktaro disertacijų gynimus ir kitose doktorantūros lygio tyrimų srityse.

5. Šalys susitaria, kad atsiradus aplinkybėms dėl kurio įtakos manętų, jog nebus įmanoma siekti šiame Protokole numatytų tikslų, Šalys informuoja viena kitą apie tai ir atitinkamai suderina kilusius klausimus, t.y. arba nutraukia šio Protokole galiojimą, arba imasi kitų Šalies tenkinančių priemonių.

6. Šalys neturi teisės perleisti šiame Protokole numatytų įsipareigojimų vykdymo trečiosioms šalims be kitos Šalies sutikimo raštu.

7. Šalys garantuoja ir užtikrina, kad šis Protokolas neprieštarauja kiekvienos iš jų teisėtiems interesams, o taip pat, kad šio Protokolo pasirašymo metu galiąja visi teisės aktų nustatytų pasirašymui reikalingi įgaliojimai.

8. Protokolas įsipareigoja pasirašymo dieną ir yra įgyvendinamas Šalims sudarant teisiškai įsipareigojančia bendradarbiavimo ar kitokio pobūdžio sutartį.

9. Protokolas pasirašytas trimis vienodą juridinę galią turinčiais egzemplioriais.

10. Šis dokumentas yra konfidencialus ir be žemiau pasirašusių šalių sutikimo negali būti platintamas jokiems asmenims, nesusijusiems su siūlomu sandoriu.

expeditiously.

4. The contract made by the parties shall include agreed terms and conditions, which would allow the parties to cooperate comprehensively improvement of graduate studies, organizing competitions for topics and supervisors of doctoral dissertations, defenses of doctor dissertations in other areas of researches in the level of graduate studies.

5. The parties agree that if the circumstances appearing which would allow thinking that the objectives specified herein cannot be achieved, the parties shall notify each other about them and coordinate the arisen questions accordingly, i.e. cancel Letter or undertake other measures, which will satisfy the parties.

6. The parties are not entitled to transfer obligations specified herein to the third parties without written consent of the other party.

7. The parties declare and guarantee that this Letter does not violate any legal interests of either of them, and that all the authorizations needed for signing of this Letter, according to the legal requirements, are valid at the time of signing.

8. The Letter comes into force when it is signed and executed when the parties make legally binding contract of cooperation or other type.

9. The Letter is signed in three copies of equal power.

10. This document is confidential and cannot be distributed to any persons, which are not related to the suggested transaction, without consent of the undersigned parties.

Vytauto Didžiojo universitetas/ Vytautas Magnus University
Rektorius/Rector Zigmas Lydeka

Aveiro University
Rector, Professor Manuel Assunção

[Signature]