

**LETTER OF INTENT
ON THE ACTIVITIES OF ŠIAULIAI UNIVERSITY BOTANICAL GARDEN IN THE
COMPOSITION OF THE INFRASTRUCTURE OF VILNIUS UNIVERSITY**

No. of 2020 __

Šiauliai City Municipality, legal entity code 111109429, the head office address is Vasario 16-osios g. 62, LT-76295 Šiauliai, represented by Mayor Artūras Visockas, acting under the Republic of Lithuania Law on Local Self-Government (hereinafter the **Municipality**), on the one part,

and

Public Institution Vilnius University, legal entity code 211950810, the registered address of the head office of which is Universiteto g. 3, represented by Rector Prof. Rimvydas Petrauskas, acting under the Statute (hereinafter the **University**),

together with

Public Institution Šiauliai University, the head office address: Vilniaus g. 88, 76285 Šiauliai, legal entity code 111951345, represented by Rector Prof. Darius Šiaučiūnas, acting under the Statute, on the other part,

hereinafter collectively referred to as the **Parties**, and each

individually as the **Party**, **TAKING INTO ACCOUNT THAT:**

- (A) the Seimas of the Republic of Lithuania, in its Resolution No. XIII-3143 of 25 June 2020 “On the Approval of the Reorganisation of Šiauliai University by Integrating It Into Vilnius University” has adopted the decision to reorganise Šiauliai University by integrating it into Vilnius University from 1 January 2021;
- (B) the agreement of 25 May 2020 on the development plan of Šiauliai Academy of Vilnius University for 2021–2025, signed between Vilnius University and Šiauliai University, does not provide for the continuity of the activities of Šiauliai University Botanical Garden in the composition of Vilnius University by taking into account the fact that the infrastructure of Šiauliai University Botanical Garden is not used in the study programmes implemented by Šiauliai University and the funding of this infrastructure from the funds allocated to research and studies is not objectively justified;
- (C) By recognising the importance of Šiauliai University Botanical Garden to the public and cultural life of Šiauliai city, Šiauliai City Municipality is prepared to accept the greater part of the financial burden of preserving and maintaining Šiauliai University Botanical Garden,

hereby draw up this letter of intent on mutual obligations regarding the infrastructure of Šiauliai University Botanical Garden and the continuity of its activities in the composition of Šiauliai Academy of Vilnius University (hereinafter the ‘Letter of Intent’).

1. SUBJECT MATTER OF THE INTENT

- 1.1. The University undertakes to maintain the activities of Šiauliai University Botanical Garden in the composition of the infrastructure of Vilnius University in the year 2021–2022.
- 1.2. The Municipality undertakes to provide for funds, for 2021–2022, in the municipal programme for access to education and quality assurance for creating an educational space by way of tender, by indicating the largest amount, EUR 200,000.00 (two hundred thousand Euro) to be allocated for adapting the educational space.
- 1.3. The Parties agree that they shall use all available measures to transfer the ownership of the territory of Šiauliai University Botanical Garden and the entire infrastructure to Šiauliai City Municipality.

2. OBLIGATIONS OF THE PARTIES

- 2.1. The Parties, taking into account that, in accordance with the financial statements of Šiauliai University, the maintenance costs of Šiauliai University Botanical Garden constitute EUR 130,000 (one hundred and thirty thousand) per year, hereby agree:
 - 2.1.1. starting from 2021, after the transfer of the activities and infrastructure of Šiauliai University Botanical Garden (hereinafter the ‘Botanical Garden’) into the composition of Šiauliai Academy of Vilnius University, the Municipality undertakes to allocate at least 75 (seventy-five) per cent of funds required for the maintenance of the activities and infrastructure of the Botanical Garden;
 - 2.1.2. Vilnius University shall organise the activities of the Botanical Garden in Šiauliai city through Šiauliai Academy of Vilnius University, its core academic unit, not longer than till the end of 2022.

- 2.2. The financial obligation provided for in Item 2.1.1. of this Letter of Intent shall start to be implemented no later than by 1 March 2021.
- 2.3. The Municipality shall initiate the procedures for transferring ownership of the territory of Šiauliai University Botanical Garden and the entire infrastructure to Šiauliai City Municipality.
- 2.4. The University shall undertake to make all the necessary decisions provided for in legal acts required to transfer the territory of Šiauliai University Botanical Garden and the entire infrastructure to Šiauliai City Municipality.
- 2.5. The Parties understand that the University, in implementing the duties assumed in the Letter of Intent to retain the activities of Šiauliai University Botanical Garden in the composition of the infrastructure of Vilnius University in the year 2021–2022, assumes a huge financial risk which can significantly affect the financial stability of Šiauliai Academy of Vilnius University, and, as a result, agree that in case the procedure for a transfer of ownership of the territory of Šiauliai University Botanical Garden and the entire infrastructure to Šiauliai City Municipality is not initiated by 1 June 2021, the University shall acquire the right to initiate the transfer of the territory of Šiauliai University Botanical Garden and the entire infrastructure to the owner of the centrally managed state property.
- 2.6. The Parties agree to provide complete and timely assistance and documents related to the Subject Matter of Intent described in the Letter of Intent.

3. VALIDITY OF THE LETTER OF INTENT AND THE PROCEDURE FOR RESOLUTION OF DISPUTES

- 3.1. This Letter of Intent shall come into force after the Parties sign it.
- 3.2. The Parties shall have the right to terminate the Letter of Intent by the agreement of the Parties.
- 3.3. Any of the Parties shall have the right to unilaterally terminate the Letter of Intent by giving notice of 90 (ninety) calendar days when the execution of the Letter of Intent is not possible due to the circumstances that could not be controlled or reasonably predicted by the Party intending to terminate the Letter of Intent unilaterally at the time of drawing up of the Letter of Intent and could not prevent these circumstances or their consequences from emerging.
- 3.4. All disputes regarding the regulations of the Letter of Intent are resolved by negotiation of the Parties.
- 3.5. If the Parties fail to agree, the dispute is resolved according to the procedure established by the laws of the Republic of Lithuania.
- 3.6. The Letter of Intent is concluded in two copies of equal legal power.

Details of the Parties:

Šiauliai City Municipality

Public Institution Vilnius University

Mayor Artūras Visockas

Rector Prof. Rimvydas Petrauskas

Public Institution Šiauliai University

Rector Prof. Darius Šiaučiūnas