

EXCHANGE AGREEMENT
BETWEEN
JUSTUS-LIEBIG UNIVERSITY GIESSEN (JLU)
Germany
AND
NATIONAL TECHNICAL UNIVERSITY OF UKRAINE
“Kyiv Polytechnic Institute”, Kyiv, Ukraine

The National Technical University of Ukraine “Kyiv Polytechnic Institute” is a state institution that was founded in 1898, and serves for research and education. It joined the community of the European Universities, and signed the Magna Charta of the European Universities (“Magna Charta Universitatum”) in September 2003. In accordance with the University Law and Current State license ВПД-IV 112568 its representative is the University Rector Academician Mikhail Zgurovsky with his office at 37 Peremoga Ave., Kyiv 03056, Ukraine and

the Justus-Liebig University Giessen is a lawful corporation under public law and at the same time a state institution that was founded in 1607, and is dedicated to research and education. According to the “Hochschulgesetz” (§ 44 Section 1, clause 1, HHG) its representative is the University President, Prof. Dr. Joybrato Mukherjee. Its seat is Ludwigstrasse 23, 35390 Giessen, Germany,

in accordance with the request for the establishment of cooperation between the two universities, the Justus-Liebig University Giessen (Germany) and the National Technical University of Ukraine “Kyiv Polytechnic Institute” agree to the following exchange agreement:

AGREEMENT CONDITIONS

1. Purpose

The aim of the agreement is to promote international student (at the undergraduate, graduate, and postdoctoral level) as well as faculty exchange and a closer cooperation in research and teaching as well as the development of joint projects between the JLU and NTUU “KPI”. The agreement forms the basis of an enhanced cooperation comprising all areas of interest and a wide range of activities.

2. Goals

The cooperation between the partner institutions involves the following aspects:

- a. Exchange of teaching staff, researchers, students and/or technical staff for the planning or implementation of research and teaching projects.
- b. Exchange of information about courses of study and study projects, as well as collaborative research activities, including joint publications.
- c. Deepening of scientific relations through joint symposia / summer schools / conferences / workshops.

Exchange students will be given full registered status at the host institution, and transferred all rights and privileges commensurate with this status. It is understood that exchange students, under conditions of complete fulfilment of study program, will continue as candidates for degrees at their home institution, and will not be candidates for degrees at the host institution.

3. Coordinator

To ensure and to facilitate the implementation of the measures of this agreement, each institution shall appoint a faculty member from the participating unit in the exchange program to serve as its Faculty Exchange Coordinator. The Faculty Exchange Coordinator or his/her representative shall work closely with students to ensure the implementation of their proposed program of study and shall also function as the first point of contact in any matters pertaining to student discipline or in the case of an emergency.

4. Student Selection

Both universities agree to admit highly qualified students from the partner university to a course of study. Exchange students from both institutions will be selected by the home institution and recommended to the host institution. The host institution retains the right to approve or reject the recommendation based on the students' qualifications in meeting the admission requirements at the host institution.

5. Student Exchange

- a. The proportional number of exchange students from each institution will be determined each year by mutual agreement between NTUU "KPI" and JLU. The number may vary from year to year. Exchange students may study at the host institution for either a semester or a full academic year. Education is conducted in English. Records will be established for exchange students as if they were regularly matriculated students of the host institution. An official transcript of course work and grade will be mailed to the Faculty Exchange Coordinator of the home institution at the completion of each semester of attendance.
- b. The host institution shall assist the guests of the partner institution to the best of its ability in obtaining the respective permits (visa, research permits, etc.) that are necessary to enable the implementation of this agreement. The parties of this agreement shall permit the exchange participants who are sent on the basis of this agreement to use their academic and social facilities during their stay. Both parties agree upon the exchange of information about courses of study and study projects.
- c. Students who take part in the exchange shall pay any tuition or other academic and related fees to their home university, and are exempted from such payments to the host university. Expenses for transport, as well as health insurance in accordance with the regulations of the host country, shall be carried by the respective students. The stay and accommodation at the host University shall be covered by the Exchange Fellowships, if available. During the stay in the host country the students are obliged to have sufficient health insurance coverage.
- d. Each University will make every reasonable effort to ensure that university-approved housing accommodations are made available to the other's students.

6. Exchange of teaching staff

Both parties agree upon the exchange of academic staff, covering the following fields: Curriculum development, mutual counselling, mutual research projects, joint publications, grant applications, and workshops.

7. Liability

It shall be laid down that none of the parties of the contract enter into liability for possible losses or restrictions that arise unintentionally or by force majeure, especially because of the cancellation of working hours in administration and academic teaching.

8. Changes and validity

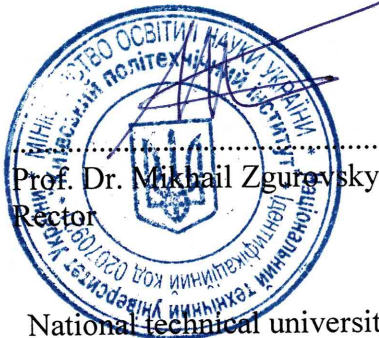
- a. This agreement may be altered by mutual agreement in the written form.
- b. This agreement shall come into effect as of the day of its ratification by the representatives of both universities and is valid for three years effective as of the day of ratification. The agreement shall be renewed automatically on a yearly basis if notice of termination is not given six months before expiration. Student exchange programs that have already begun at the time of termination shall be carried out and supervised until the originally planned termination.
- c. In order to realize and implement the agreement, four identical copies of the contract in English shall be signed by the partners.
- d. This exchange agreement is an expression of goodwill on both sides. Problems that might arise due to interpretation, fulfilment or further development of the agreement, shall be solved by mutual agreement.

Kyiv, _____

Giessen, 18. Dez. 2009

For the National Technical University of
Ukraine "Kyiv Polytechnic Institute"

For the Justus-Liebig University Giessen



Prof. Dr. Mikhaïl Zgurovsky
Rector

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