

## AGREEMENT ON EDUCATIONAL COOPERATION

between

TECHNICAL UNIVERSITY “METINVEST POLYTECHNIC”, LLC, Ukraine, represented by Professor Olexandr Povazhnyi, Rector,

and

AGH University of Science and Technology, Poland, represented by Professor Jerzy Lis, Rector

1. The aim of the cooperation agreement. This agreement establishes the general principles for scientific, technical, educational and administrative cooperation between the Universities in the following areas:

- conducting joint research and/or didactic work;
- joint holding of scientific-practical and scientific-methodical conferences;
- participation in European programs on a partnership basis;
- publishing of textbooks, manuals and other educational and scientific-methodical literature;
- teachers training;
- exchange of manuals, written works and other publications;
- exchange of experience in the organization of the didactic process and curricula for similar specialties;
- exchange of applicants (internships, student scientific and practical conferences, etc.);
- implementation of joint research projects;
- joint use of laboratories;
- development, organization and implementation of double degree programs;
- establishing and managing language schools;

- joint organization and holding of cultural events.

The Universities will unite their efforts and coordinate their actions in order to contribute to and encourage the development of research at the Universities

2. Methods of Cooperation The cooperation between the Universities may include exchange of teachers, researchers, students, as well as administrative and technical staff in meeting the aims. In order for this to occur, the Universities will collaborate to the best of their abilities and will place into effect all or part of the following:

A – Representation by teachers and researchers to:

- participate in the elaboration of technical and educational projects,
- contribute to the initial development or continuation and organization of educational curriculum or the improvement of the existing curriculum.

B - Collaboration in programs within the scientific domain:

- to establish a procedure to cooperatively supervise theses in accordance with the regulations of the Universities,
- to establish scientific collaboration between laboratories and research centers,
- to associate themselves with international research programs.

C - Delegations of administrative and technical staff to organize the management of the administrative and financial aspects of the cooperation.

D - Exchange of information, organization of conferences or other forms to facilitate the exchange of scientific and technical information.

3. Organization of the Cooperation Agreement. The Universities will consult when they feel it is necessary. They will present, on a yearly basis, a list of projects that have been completed are in process, or in the planning stages.

4. Programming and Evaluation. In order to carry out and fulfill the aims of this agreement, the Parties shall each appoint a coordinator ('the Coordinator') who shall manage the development and conduct of joint activities. Either Party may initiate proposals for activities under this agreement and such proposals shall be communicated to the Coordinator of the other Party.

5. Relation with Third Parties. The cooperation, subject of this agreement, will be extendable to third parties that request admission. This will be done by a mutually accepted agreement issued by the Universities.

6. Areas of Cooperation. Each collaborative activity or project between the Universities shall proceed as mutually agreed upon in a specific implementation agreement ("Implementation Agreement") detailing the Universities' responsibilities and obligations and the conditions relating to each activity or project and compliance with applicable law and shall not become effective until they have been reduced to writing, approved and

executed by the duly authorized representatives of each of the Universities, and shall be attached to this agreement as an annexure

7. Costs Each University will bear all of its costs concerning the cooperation as described in Article 2.

8. Limitations Joint cooperation will be subject to the budgetary requirements of each University.

9. Validity of the Cooperation agreement. The present signed agreement will be valid for five (5) years but may be renewed or extended by mutual consent of the Parties. The agreement will become effective from the date of signature of the last Party signing. This agreement may be terminated by either Party at any time provided that the terminating Party gives written notice of its intention at least 3 (three) months prior to termination. The termination of this agreement will however not affect the validity of the Implementation Agreements concluded between the Partner Institutions in terms of this agreement, and the Implementation Agreements shall remain to be in force for the duration stipulated in such Implementation Agreements.

10. Status of Agreement It is specifically recorded that this agreement does not constitute a binding agreement between the Parties with the exception of this article 10 and Article 9, 11, 12, 13, 14, 15, 16, 17, 18 and 19 which shall be binding on the Parties.

11. Breach Should any Party (the "guilty party") commit a breach of this agreement and fail or refuse to rectify that breach within 14 (FOURTEEN) days after receipt of a written notice from the other Party (the "innocent party"), calling upon the guilty party to rectify that breach, the innocent party shall be entitled, without prejudice to any other of his rights, to forthwith cancel this agreement by written notice to the guilty party. Notwithstanding any provision to the contrary in this agreement, no Party shall be entitled to institute any delictual, contractual or other claim against any of the other Parties for any indirect or consequential losses or damages (including without limitation, loss of profit, loss of use, loss of production, loss of business, or loss of business opportunity) due to any cause whatsoever.

12. Status of the Parties It is recorded that, notwithstanding any provision to the contrary or any provision which could be construed to the contrary, the status of the Parties in relation to each other shall be that of independent parties, and none of them shall under any circumstances and for any purposes whatsoever be deemed to be associates or partners of each other. The Parties hereby specifically record that they are contracting on an independent basis, and that neither of them has the authority to bind or act on behalf of the other, and that this agreement shall not constitute a partnership.

13. Confidential Information. The Parties acknowledge that they may, in the course of this agreement and during the negotiation of the Implementation Agreements, gain access to and become acquainted with the techniques, methods and processes, trade secrets, data, information technology, software, business associates, clients, and other private, sensitive and confidential information ("Confidential Information") of the other Party. The Parties accordingly undertake, for the duration of this agreement as well as after the termination thereof, not to directly or indirectly, utilize, disclose or make public to any third party any Confidential Information of the other Party and to keep any Confidential Information secret and confidential at all times, unless such disclosure takes place in the

ordinary course of the carrying out by a Party of its obligations in terms of this agreement. The Confidential Information shall not include

- i) information which was known to a Party prior to its receipt from the other Party;
- ii) information which is or lawfully becomes generally available to the public;
- iii) information which is lawfully acquired from third parties who have a right to disclose such information;
- iv) information which by mutual agreement is released from confidential status; and
- v) information which is required to be disclosed in response to a valid order of court or other governmental agency or if disclosure is otherwise required by law, and a Party will provide the other Party with prompt written notice if such disclosure is required, and shall limit the disclosure to the minimum necessary to comply with the law.

14. Marketing and Publicity Neither of the Parties to this agreement shall use the name, symbols, branding or marks of the other Party in any publicity, advertising or announcement, without the other Parties' prior written approval.

15. Entire Agreement This agreement contains all the terms and conditions of the agreement between the Parties concerning the subject matter thereof and no terms, conditions, warranties or representations whatever apart from those contained in this agreement have been made or agreed to by the Parties.

16. Non-Variation No variation or consensual termination of this agreement or any part thereof shall be of any force or effect unless in writing and signed by or on behalf of the Parties.

17. Indulgence No relaxation or indulgence which a Party may grant to the another Party in regard to that Party's obligations in terms hereof shall constitute a waiver of or prejudice any of the first Party's rights in terms hereof.

18. Applicable Law The interpretation of this agreement and the adjudication of any claim or dispute arising there from, shall be in accordance with the Laws of countries of both Parties.

19. Notices All notices given by a Party to the other in terms of this agreement shall be given in writing by pre-paid registered post or telefax, or delivered by hand to the addresses mentioned in this Agreement, and shall be deemed to have taken effect 14 (fourteen) days after posting of the required written notice. A notice –

- i) given by registered post, will be deemed to have been received 5 (FIVE) days after the date of posting thereof;
- ii) delivered by hand or commercial courier shall be deemed to have been received on the date of delivery thereof.
- iii) Notwithstanding anything to the contrary contained or implied in this agreement, a written notice or communication actually received by a Party from another,

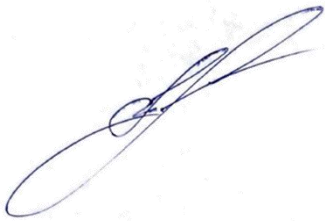
including by way of facsimile transmission, shall be adequate written notice or communication to such Party. The Parties choose as their domicilium citandi et executandi for all purposes under this agreement at the addresses referred to in article 19 (i) and (ii)– ensuring the mobility of applicants and teachers.

**"TECHNICAL UNIVERSITY "METINVEST  
POLYTECHNIC", LLC**

**AGH University of Science and  
Technology**

80 Pivdenne Shosse,  
69008 Zaporizhzhia, Ukraine  
REGISTRATION NUMBER 43663468  
Individual tax number 436634605824

al. Mickiewicza 30, 30-059 Krakow, Poland



**Rector Professor Olexander Povazhnyi**

**Rector Professor Jerzy Lis**

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