

**Mitteilungen der  
Justus-Liebig-Universität Giessen**

**29.03.2012**

**5.43.00 Nr. 2**  
Exchange Agreement  
University of Kyiv Mohyla Academy, Ukraine

	<i>Präsident</i>
<i>Exchange Agreement</i>	02.02.2012

**INTERNATIONAL EXCHANGE AGREEMENT**

between

**The National University of  
“Kyiv-Mohyla Academy”,  
Kyiv, Ukraine**

and

**Justus Liebig University Giessen,  
Giessen, Germany**

Based on the principles of independence of Parties and mutual benefits

**National University of “Kyiv-Mohyla Academy”,** Skovorody St., 2, 04655 Kyiv-70, Ukraine (hereinafter referred to as the “NaUKMA”) represented by President Professor Sergiy Kvit, acting accordingly to the power of acting accordingly to the authority given to him by the Statute of NaUKMA, on one side

and

**Justus Liebig University Giessen**,, Ludwigstrasse 23, Giessen, Germany (hereinafter referred to as the “JLU”) represented by President, Professor Dr. Joybrato Mukherjee acting accordingly to the authority given to him by the Law on Higher Education (Paragraph 44, Part 1, Article 1), on other side, therefore Parties, agree to sign the following Exchange Agreement “\_\_\_\_\_” \_\_\_\_\_201\_\_ on:

**Article 1. Purpose**

The Parties believe that the quality of research and teaching is enhancing with the establishment of international cooperation, and wish to enter into collaboration with a goal to gain mutual enrichment in scientific, academic, and cultural areas.

## Article 2. Goal

The goal of this Agreement is to establish long-term collaboration in fields that are compatible with the academic and scientific orientation of each Party, and that are relevant to the industrial, scientific, social and cultural interests and needs of the countries in which the Parties are respectively located.

## Article 3. Areas of Cooperation

The collaboration contemplated by the Agreement will consist of:

- ◆ exchange of information, scholarly and pedagogical materials;
- ◆ exchange of undergraduate, graduate and post-graduate students, faculty members, researchers and administration;
- ◆ development and implementation of joint academic and research programmes;
- ◆ the coordination of collaborative research programs;
- ◆ coordination of other joint projects.

## Article 4. Specific collaborations

As the need arises for specific collaborative activities, individual agreements will be drawn to spell out their modalities, timing, and financing within the scope of the present general Agreement.

## Article 5. Organisation of collaborations

Each participating institution, Party to this Agreement, will designate its representative for matters relating to academic coordination and the execution of collaborative activities and project coordinators for specific collaboration activities. The representatives will establish the program of exchanges and/or other collaborative programs, provide an annual report of activities and facilitate the collaboration between project coordinators for specific collaboration activities.

On the part of NaUKMA the Faculty of Humanisites (FH) will act as its coordinating institution and representative. The Faculty includes the Department of History (with the section in Archeology), Department of Cultural Studies, Department of Literature and Foreign Languages, Department of Ukrainian Language, Department of Philosophy and Religious Studies.

On the part of Justus Liebig University Giessen the "Gießener Zentrum östliches Europa" (GiZo) will act as its coordinating institution and representative.

The Giessen Center for Eastern European Studies (GiZo) is the regional-studies research and teaching center for Eastern Europe at the Justus Liebig University Giessen. There are various academic disciplines represented at the interdisciplinary center: Law (FB 01), Economics and Business Studies (FB 02), Social Sciences and Cultural Studies (FB 03), History and Cultural Studies (FB 04) and Language, Literature, Culture (FB 05).

## Article 6. Student exchanges and financial arrangements

The two participating institutions will place high priority on the exchange of their students. The candidates will be evaluated by their institution of origin and students selected for exchange will be proposed to the partner institution. The Partner institution retains the right to review the students nominated for exchange and to make final admission decisions.

Depending on the academic level of the student and the nature of the studies to be undertaken at the other institution, the home institution will insure that students selected for exchange possess the required language skills.

The host university shall provide formal letters of admission and other documents for the students to enrol and study in the host university.

The exchange students will remain registered in their home institution. They will be non degree students at the host institution. At the host institution they will get the status according to the national legal norms of the country of the host institution.

The length of the stay of exchange students will be from one semester / term through one academic year and should not exceed 12 (twelve) months for one student. The number of exchange students from each institution will be determined each year by mutual agreement between the Parties. The imbalance in numbers shall be compensated for in succeeding years.

The Parties agree that the exchange students will be exempt from tuition charges in the host institution according to the national legal norms of the country of the host institution.

Each host institution will make every reasonable effort to arrange the students arriving from the other institution to suitable accommodation and to provide advice. Travel expenses, food, accommodation, books, transportation, passports, visas, insurance, and personal expenses will be covered directly by the individual students, or possibly with aid provided by the institution of origin according to the national legal norms of the country of the home institution.

#### **Article 7. Faculty member/researcher exchanges and financial arrangements**

The present Agreement also encourages Faculty members and researchers at each of the two institutions to spend a period of time at the other institution. The individuals will be designated by common accord jointly between the two institutions. For such teacher/researcher exchanges, travel expenses will be, if possible, covered by the institution of origin according to the national legal norms of the country of the home institution or directly by the individual researcher/researcher. It is up to the host institution to decide, before the arrival of the faculty member or researcher from the other institution, whether it will offer a per diem or salary in every particular case according to the national legal norms of the country of the home institution. The host institution will provide assistance for obtaining housing.

#### **Article 8. Health and accident insurance**

Participants to the exchange shall provide for in accordance with the local regulations of the host country.

#### **Article 9. Intellectual Property**

In the context of their respective policies and procedures, each Party agrees to share any intellectual property that is developed as a result of collaboration between the Parties pursuant to this agreement. Intellectual property that has been independently developed by a Party outside of the Agreement shall be retained by the originating Party.

#### **Article 10. Duration of Agreement**

This Agreement shall have effect and be binding upon the parties hereto for a period of three (3) years from the date of signing by Parties.

The time of the Agreement can be prolonged by both Parties consensus.

In so far as the termination does not interfere with any activities in progress, every Party has a right to terminate this Agreement informing other Party in writing not later than 60 days before the date of termination.

In case of termination, all agreed commitments are to be met.

#### **Article 11. Procedure of Alteration of Agreement**

This Agreement can be modified only with both Parties consensus. If necessary an additional agreement can be concluded.

#### **Article 12. Freedom from Discrimination**

Each Party acknowledges to the other that it subscribes to a policy of non-discrimination, which requires its employees not to discriminate on the basis of race, sex, sexual orientation, age, ethnicity, religion, or national origin. Each Party shall abide by those principles in the administration of this Agreement and not violate them.

**Article 13. Procedure of Adjustment of Disputes**

Any dispute, controversy, or claim between the Parties arising out of this Agreement or the breach, termination, or invalidity thereof, unless settled amicably, shall resolved by Parties through direct negotiations.

**Article 14. Force Major**

Parties are not responsible for full or partial failure of this Agreement, if result is due to a natural calamity, circumstances of act of providence (force majeure). In case of force majeure Party shall inform other Party in a written form not later than within 10 calendar days.

Force major shall be confirmed by empowered agency according to the current legislation.

If Parties cannot perform this Agreement because of force major, by mutual consent of all Parties performance of this Agreement can be prolonged for the period of force major.

**Article 15. Final Conditions**

The Agreement is made in 2 (two) originals in Ukrainian and English, each Party has 1 copy in Ukrainian and English. In case of differences in interpretation of this agreement, the English text shall be the text of reference.

**Addresses of Parties**

JLU

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Президент Гіссенського університету імені Юстуса Лібіра / President of JLU

02.02.2012

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Професор д-р Джойбрато Мукерджи

Professor Dr. Joybrato Mukherjee