

AGREEMENT

ON COOPERATION

BETWEEN

**KU LEUVEN, ON BEHALF OF ITS FACULTY OF ENGINEERING
TECHNOLOGY (BELGIUM)**

AND

**KHARKIV NATIONAL AUTOMOBILE AND HIGHWAY
UNIVERSITY
(UKRAINE)**

This cooperation agreement between the signatories is an expression of their desire to promote international collaborations and friendship between **Kharkiv National Automobile and Highway University** and **KU LEUVEN**, in the interests of mutually beneficial cooperation in the area of higher education and training of highly skilled specialists, as well as acknowledging the importance of direct contacts between scholars, graduate and undergraduate students for development of scholarly research and implementation of its results to meet the social needs: **KU LEUVEN**, represented by **Prof. dr. Luc Sels, Rector and prof. dr. ir. Bert Lauwers, Dean, Faculty of Engineering Technology**, acting on the basis of powers available to them, and **Kharkiv National Automobile and Highway University (Ukraine)**, represented by **Rector Professor Bogomolov Victor**, acting on the basis of the University Statute, hereinafter referred to as "**Parties**", have agreed to the following:

I. SUBJECT OF THE AGREEMENT

The subject of this Agreement is scientific cooperation aiming at developing academic and research activities of both Parties taking into consideration their experience in these areas and guided by the UNESCO recommendations.

II. AIMS OF THE AGREEMENT

- 2.1. The Parties shall exchange specialists to give lectures and consultations, and to conduct scholarly research and seminars.
- 2.2. Both Parties express a willingness to carry out joint research on pressing scholarly problems of mutual interest.
- 2.3. The Parties shall exchange practical experience and information on problems of pedagogy, methods of teaching, structure and contents of higher education.
- 2.4. Both Parties shall exchange faculty, persons working for a doctoral degree, under-, graduate and postgraduate students for training and improving their skills.
- 2.5. The Parties shall exchange scholarly publications, teaching materials, curricula, syllabi, reference literature, as well as exhibitions showing the achievements of both negotiating Universities.
- 2.6. Both Parties shall cooperate in preparing and publishing teaching aids and materials.
- 2.7. The Parties shall cooperate in organizing bilateral joint conferences and seminars. They shall also invite scholars from the Partner University to international symposia, conferences and seminars held at the Partner University.

2.8. Both Parties shall have the right to use the results of joint work conducted under the present Agreement, after formal approval by both parties. The results may be jointly published in the form of monographs, textbooks, papers and reviews.

2.9. The Parties agree that the most efficient form of cooperation shall be establishing direct contacts between two interested Sides in specific areas based on the interests of a separate school/laboratory or a specific staff member and in the form that shall be the most acceptable for both Parties.

2.10. Selection of candidates to be sent to the Partner University and scheduling their stay shall be determined and coordinated with the host Partner not later than three months prior to the date of their sending to the Partner University.

III. WORKING PROGRAM

By mutual agreement both Parties may draw up Working Programs on Cooperation implied by the present Agreement.

IV. FINANCIAL AND OTHER TERMS

4.1. Financial terms of cooperation shall be specified by separate protocols for each specific kind of cooperation foreseen by this Agreement or by individual written letters of invitation sent by the Parties to each other.

4.2. To implement the collaborative activities envisaged by this Agreement, the representatives of the Parties may meet periodically to negotiate and conclude specific project agreements and programs of cooperation, including their financing with each other provided that neither of the Parties shall have power to bind the other without such other's consent in writing thereto.

4.3. In carrying out the goals of this Agreement the Parties shall provide visiting lecturers, researchers, persons working for a doctoral degree, under-, graduate and postgraduate students with the equipment facilities in the host University to enable them to carry out the agreed upon activities.

4.4. Medical care of the persons coming to the Partner University for taking part in various activities under this Agreement shall be carried out on terms accepted in the country of either Party or on terms accepted in the host Partner University.

4.5. The terms with the respect to title and exploitation of intellectual property (including trademarks and service marks, copyrights, patents designs and confidential information on the subject of such intellectual property, inventions and innovations) shall be negotiated on a project-by-project basis in the specific written project agreements and programs of cooperation.

4.6. Both Parties agree that if either of them expresses a willingness to expand the area of scientific contacts and cooperation in other countries for involving other institutions, each of the universities agrees to act in the interests of the other partner for promoting the development of scholarly contacts and cooperation.

4.7. Neither of the Party shall use the name of the other for any purpose whether in relation to any advertisement or other form of publicity without obtaining the prior written consent of the other Party.

The Parties may notify third partners of the fact that this Agreement is in effect but they shan't disclose to any third partner any confidential information of the other Party which is acquired in the course of activities under this Agreement without the prior written consent of the other Party.

4.8. The Sides shall jointly appoint a bilateral commission for solving any dispute arising under or in connection with this Agreement. In case the commission fails to reach an agreement in solving the dispute, it shall be solved according to the acting legislation of Belgium and Ukraine.

4.9. The Parties shall carry out all forms of activity under this Agreement through the International Relations Offices of KU Leuven and Kharkiv National Automobile and Highway University.

4.10. The Parties shall use their best efforts to settle amicably any dispute or difference arising out of or connected with the Agreement. All questions or disputes related to the interpretation or implementation of this Agreement that cannot be solved this way shall be settled by a mutually agreed upon third-Party arbitrator.

4.11. Confidentiality. The Parties agree that any personal data collected or generated pursuant to this Agreement will be processed fairly and lawfully by the Parties in accordance with the European Data Protection Directive. Each Party will ensure that it has in place and observes appropriate technical and contractual measures to ensure the security of the personal data and to guard against unauthorised or unlawful access to or processing of the personal data and against accidental loss or destruction of, or damage to, the personal data.

V. PERIOD OF VALIDITY OF THE AGREEMENT

5.1. The present Agreement may be supplemented and partially amended on the basis of written consent of both Parties.

5.2. This Agreement may be cancelled by mutual consent ahead of schedule if either Party notifies the other in writing not later than six months prior to the assumed date of the Agreement termination. In this case the Parties commit themselves to fulfill all existing obligations under the forms of cooperation, which have been started earlier and specified by the terms of this Agreement.

5.3. The present Agreement shall become effective after having been signed by the authorized representatives of both Parties for for five years...

5.4. The Agreement is entered in two copies in the English language and two copies in the Ukrainian language, both texts having equal force. In case of contradiction, the English version will prevail.

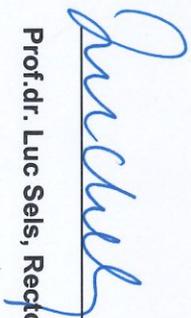
5.5. Each Party shall retain one copy of the Agreement in both languages.

VII. LEGAL ADDRESSES OF THE PARTIES

KU Leuven Oude Markt 13 3000 Leuven Faculty of Engineering Technology W. De Croylaan 56-E 3001 Leuven Tel. +3216 37 2443 Mail: fet@kuleuven.be www.kuleuven.be/fet	Kharkiv National Automobile and 25 Yaroslava Mudrogo Str., Kharkiv, 61002, Ukraine Tel. Fax: +38 (057) 700-38-55 E-mail: rector@khadi.kharkov.ua international@khadi.kharkov.ua
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On behalf of
KU Leuven

11/10/2021


Prof. dr. Luc Sels, Rector



On behalf of Kharkiv National Automobile
and Highway University


Rector Professor Bogomolov Victor





Prof. dr. ir. Bert Lauwers, Dean,
Faculty of Engineering Technology

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