

Agreement on Student Exchange
between
UNIVERSITY OF KLAGENFURT (UNI-KLU)
and
DNIPRO UNIVERSITY OF TECHNOLOGY (DniproTech)

Dnipro University of Technology (**DniproTech**), located at av. Dmytra Yavornytskoho, 19, <https://www.nmu.org.ua/en/>, and University of Klagenfurt (**UNI-KLU**), located at Universitätsstraße 65-67, 9020 Klagenfurt, Austria, www.aau.at, hereinafter referred to as "the Parties" and each solely to as "the Party", agree to establish the following Agreement on Student Exchange, hereinafter referred to as the "Agreement", to foster and develop the cooperative relationship between the two Institutions.

I DEFINITIONS

The following definitions will be used in this Agreement:

- *Home Institution*: The Party that has agreed to send Exchange Students
- *Host Institution*: The Party that has agreed to receive Exchange Students
- *Exchange Students or Exchange Candidates*: The students of the Parties involved in the exchange according to this Agreement
- *Transcript*: The document issued by the Host Institution for each Exchange Student indicating the title of the completed courses, grades achieved, and the credit points gained by the Exchange Student during the exchange at the Host Institution

II OBJECTIVES

The purpose of this Agreement is to establish the terms and conditions under which the exchange of students between DniproTech and UNI-KLU shall take place.

All activities developed under the auspices of this Agreement shall respect and conform to the corresponding norms, traditions, and regulations of each Party.

DniproTech and UNI-KLU are committed to respecting the principles of non-discrimination and ensure equal access and opportunities to students from all backgrounds.

III TERMS OF STUDENT EXCHANGE

1) Number of Exchange Students and Duration of Student Exchange

The parties may exchange up to five (5) full-year or ten (10) semester spaces per academic year in each direction. Within this quota any combination of full-year and semester placements is possible. The annual number of Exchange Students may be increased by mutual written agreement of the Parties. The Parties aim to achieve a balanced exchange by the end of the contract period.

Exchange Students will spend a minimum of one semester, and a maximum of one academic year (two semesters) at the Host Institution.

2) Selection and Nomination of Exchange Students

The Home Institution will screen and select Exchange Candidates in accordance with its applicable rules and regulations.

The following criteria shall generally apply, but may be waived in specific cases:

- Exchange Students must have successfully completed at least two (2) semesters of study before the start of the exchange period at the Host Institution and must remain registered as full-time students in the Home Institution during their exchange period.
- Exchange Students must have a strong academic record.
- Exchange Students must be able to follow lectures in the language of instruction. The Host Institution shall determine how language proficiency requirements are to be met.

Nominations of Candidates will be communicated by the Home Institution to the Host Institution, respecting the nomination and application deadlines of the Host Institution and at least five (5) months prior to the intended start of the exchange period, if not otherwise agreed in writing. Nominated students will follow the required application process of the Host Institution.

The Host Institution will accept the Candidates selected by the Home Institution if mutually acceptable academic standards are met. However, the Host Institution is entitled to make the final decision on the admission of Candidates nominated for exchange.

3) Program of Study at the Host Institution and Transfer of Credits to Home Institution

Exchange Students may apply to any academic courses offered at the Host Institution as full-time, non-degree students at a level determined by the Host Institution. Any restrictions should be communicated by the Host Institution well in advance. The Host Institution will endeavor to ensure that Exchange Students are admitted to the courses as applied, provided they satisfy the individual course prerequisites and spots are available.

Exchange Students will be subject to the academic requirements and rules of conduct of the Host Institution. The Host Institution reserves the right to terminate a student's exchange in case of severe violation of any rules or policies of the Host Institution by giving written notice to the Home Institution and the student. In such case, the Parties must use their best endeavors to ensure that the student returns to his/her home country as soon as possible (at the student's own cost).

Exchange Students are expected to maintain the equivalent of a full course load at the Host Institution. They are required to clarify the details of the courses to be pursued at the Host Institution before the start of the semester with the responsible person(s) at the Home Institution.

The Host Institution will provide an official Transcript on each exchange student at the completion of the exchange period. Exchange Students are responsible for following the Transcript procedure as indicated by the Host Institution in order to request their Transcript at the end of their stay. The Host Institution is not required to send Transcripts to Exchange Students automatically.

Academic credit points earned by an Exchange Student during the period of exchange at the Host Institution may be transferred back to the Home Institution. The actual award of credit points towards the Exchange Student's degree is at the discretion of the Home Institution and its internal policies and procedures.

4) Fees, Expenditures, and Financial Responsibilities of the Exchange Students

The Parties agree that no tuition fees will be levied on the Exchange Students by the Host Institution, however, they may be charged small fees on the same basis as local students for costs which include but do not limit to membership fee for student union, the use of miscellaneous material, extracurricular activities (language courses, sports classes). If applicable, Exchange Students shall pay tuition fees to their Home Institution.

The Parties agree that Exchange Students are expected to pay for all personal expenses, including but not limited to transportation, accommodation, meals, books, visas, student union, student ID, health insurance, and entertainment. The Host Institution will provide information on the medical/health insurance coverage in the Host country for the duration of the exchange. Exchange Students are responsible to obtain adequate medical/health insurance coverage (including emergency medical evacuation, accidental death, and dismemberment insurance) for the whole duration of their exchange period. DniproTech students staying in Klagenfurt for more than one semester are strongly recommended to take out comprehensive health insurance with one of the local public carriers (e.g. Österreichische Gesundheitskasse) upon arrival in Klagenfurt.

5) Other Responsibilities of the Parties and the Exchange Students

The Host Institution will inform Exchange Students in good time before the start of the exchange period on housing options and visa requirements. Exchange Students are responsible for making their own housing arrangements and taking care of their visa applications in time, based on the information provided by their Host Institution. The Host Institution will arrange campus orientation upon arrival and will provide support and advice for students' integration into academic/campus life.

The obligations of each Party are limited to Exchange Students and do not extend to their spouses or dependents. All expenses of accompanying spouses and/or dependents are the responsibility of the Exchange Students.

It is understood that upon completion of the exchange at the Host Institution, Exchange Students are to return to the Home Institution. Students who wish to pursue their studies at the Host Institution after the exchange will be subject to the admission and registration rules that apply to all non-exchange students and will be subject to the same registration and basic fees.

6) Academic Coordinator(s)

Each Party shall appoint one or more academic staff member(s) to be responsible for the academic supervision of the exchange, including the nomination process and academic counseling of the Exchange Students. The name(s) of the Academic Coordinator(s) and their respective period(s) of responsibility shall be announced after this Agreement has come into force.

IV PROVISIONS ABOUT FORCE MAJEURE

If the performance of the obligations under the Agreement is prevented because of Force Majeure, the Parties are released from their obligations, and neither Party shall be responsible for any damages sustained and have no further recourse against the other Party.

Force Majeure shall mean fire, earthquake, hurricane, flood or other natural disasters, epidemics or pandemics, nuclear explosions, strikes, work stoppages, or other labor disturbances, riots or civil commotions, war or other act of any foreign nation, terrorism, power of government, or governmental agency or authority, or any other cause like or unlike any reason mentioned which is beyond the control of the parties.

V DATA PROTECTION

The Parties undertake to process personal data (means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means) exclusively for the purposes identified in the Agreement.

The Parties are aware that each Party is a controller (within the meaning of the EU General Data Protection Regulation (GDPR)). UNI-KLU is obliged to comply with the rights and obligations of the GDPR (principles relating to the processing of personal data, the legal basis for the transfer of data, fulfillment of information obligations, etc.) as well as other applicable national legislation. DniproTech is obliged to comply with the rights and obligations of the Law of Ukraine "On Personal Data Protection".

In the sense of good cooperation, each Party agrees to notify the other as soon as practicable in the event personal data is unlawfully disclosed and to cooperate reasonably with each Party's efforts to comply with their legislation as mentioned above.

Transfers of personal data from Austria to countries or international organizations where the EU-GDPR is not applicable shall take place only in compliance with Chapter V of the EU-GDPR.

VI DISPUTE SETTLEMENT

To settle any dispute, controversy, or claim that may arise under this Agreement's implementation and interpretation, the Parties shall exert their best efforts to arrive at a consensual solution. If such consent is impossible, and without limiting the Parties' right to terminate this Agreement, the Parties shall jointly appoint a third-party natural person, to act as mediator.

VII DURATION

This Agreement is established for a period of five (5) years, effective from the date of the last signature.

In due time before the end of the five (5) year period, the outcomes of the cooperation shall be assessed. The Agreement shall be renewed for one additional period of five (5) years, unless **DniproTech** or **UNI-KLU** provides written notification of a decision of non-renewal before the expiration date.

The Agreement may be terminated by either Party giving at least six (6) months' written notice. However, in such a case, any exchange in progress will continue until completed.

VIII FINAL PROVISIONS

Any changes or amendments to this Agreement must be agreed upon in writing (transmission via fax or e-mail shall not suffice) to take effect. This shall also apply to any waiver of this requirement in written form.

This Agreement shall be governed by and construed in accordance with the laws of Austria.

This Agreement has been drawn up in English. In case of discrepancies between the English text version of this Agreement and any translation, the English version shall prevail.

This Agreement is drawn up in two (2) original copies in English, each Contracting Party receiving one (1) duly signed copy hereof.

Signed on behalf of

**Dnipro University of Technology
(DniproTech)**


Assoc. Prof. Yuriy Khomenko
Acting Rector



Dnipro, 18.11.2024

Signed on behalf of

**University of Klagenfurt
(UNI-KLU)**


Ass.-Prof. Dr. Doris Hattenberger
Vice-Rector for Education



Klagenfurt, 17.12.2024
Place, Date