



VYTAUTAS MAGNUS  
UNIVERSITY  
MCMXXII



State HEI  
"National Mining University"

## DOUBLE DEGREE PROGRAMME AGREEMENT BETWEEN

Vytautas Magnus University  
and  
State HEI "National Mining University"

December, 15  
2017  
Dnipro

State HEI "National Mining University" (NMU), code 02070743, located at Dmytra Yavornitskogo ave, 19, UA-49005, Dnipro, Ukraine, represented by rector Gennadiy G. Pivniak who works under the statute of NMU and University of Vytautas Magnus University (VMU) code 111950396, located at K. Donelaičio 58, LT-44248 Kaunas, Lithuania, represented by rector **Juozas Augutis** who works under the statute of VMU, hereinafter referred to as the Parties and each individually - Party, have entered into this cooperation agreement (hereinafter - Agreement):

### 1. PURPOSE OF THE AGREEMENT

- 1.1. This agreement entitles both Parties to cooperate in the following study programs: VMU Master programme "International Business Law" (621M90030) and NMU Master programme "International Business Law";
- 1.2. Students who successfully complete their studies will receive a Lithuanian Master of Law diploma, awarded by VMU and Ukrainian Master of Law diploma, awarded by State HEI "National Mining University".
- 1.3. Programs are implemented as regular form of studies during which 90 ECTS are obtained;
- 1.4. Both Parties are committed to provide conditions for students to obtain other Party's Master's degree within field of Law in case Agreement articles 3.1.-3.15. are implemented.

### 2. GENERAL TERMS

- 2.1. This agreement plays a significant role in the development of cooperation between NMU and VMU within relevant fields;

- 2.2. Goal of the cooperation is to prepare highly educated professionals within field of law who are capable to analyse, assess and publicly present the field of law in a global business environment;
- 2.3. With the purpose of providing highly qualified academic personnel and quality of studies, Parties agree to create conditions for mobility of both students and lecturers and scientific research.

### **3. COMMITMENTS OF THE PARTIES**

- 3.1. Parties are committed to:
  - 3.1.1. Ensure the quality of studies approved by internal study quality assurance procedures;
  - 3.1.2. Ensure the quality of the study process organization of the whole program;
  - 3.1.3. Ensure successful administration of the study process: preparation and approval of study schedules, organization of the documentation for both students and lecturers, assistance to students and lecturers with documentation of migration procedures, timely provision of premises, teaching materials and other essentials for the sustainable organization of the study process;
  - 3.1.4. Provide conditions for academic staff to carry out joint research;
  - 3.1.5. Provide other Party with the Transcripts of records in 5 weeks after official end of every semester.
  - 3.1.6. Inform other Party in 30 days about circumstances of non-implementation of the Agreement.
- 3.2. Parties recognize the courses offered within the Programme, evaluations of the learning outcomes and the credits awarded by VMU and NMU according to their institutional regulations.
- 3.3. For evaluation of students' learning outcomes, the Partners shall use common methods of assessment which will be discussed, mutually agreed between the Partners and reflected in the syllabi of the courses.
- 3.4. NMU shall screen and select applicants from its university for the Programme according to its admission regulations. The names and surnames of students selected to the Programme, as well as relevant documents necessary for enrolment to the Programme at VMU will be sent no later than 15th November of the 1<sup>st</sup> semester.
- 3.5. Enrolment of a student to VMU may be rejected in case of non-recognition of the diploma by Lithuanian Centre for Quality Assessment in Higher Education.
- 3.6. All students enrolling to the Programme must have the bachelor in law degree.
- 3.7. For students enrolling to the Programme in VMU (second semester), the required English level is ascertained by VMU representative.
- 3.8. The list of courses and their credits delivered at NMU and VMU shall be agreed in the Programme study plan, which shall be signed by the Partners and shall form an integral part of this Agreement (Appendix No. 1).
- 3.9. During the first semester of study NMU is committed to sign an agreement with the student under which the student would continue his/her studies at VMU;
- 3.10. VMU will assist the applicants with all administrative formalities including these related to enrolment to VMU, seeking accommodation and obtaining a student visa or a student residence permit.

- 3.11. Under article 3.8., VMU is committed to accept such a NMU student with full rights in the study program as described in Appendix No. 1, stating that this student remains NMU student and confirming this in the three-party agreement between NMU, VMU and each student;
- 3.12. Students of NMU are obliged to pay VMU a study fee agreed for the period spent within VMU. This contribution will be paid with 10 working days from the start of the second semester. Contribution does not change during the whole study period at the VMU;
- 3.13. Parties agree that in order for a NMU student to receive a Master degree diploma from VMU, any NMU student will have to obtain 36 ECTS credits at VMU (second semester) and defend Master thesis (30 ECTS) before the committee consisting of VMU representatives and NMU representatives, approved by VMU.
- 3.14. Parties are committed to recognize students' ECTS credits and grades obtained at Partner university, as it is described in this agreement and its appendixes;
- 3.15. Languages of the Programme shall be English and Ukrainian.

#### **4. FINANCIAL TERMS**

- 4.1. Tuition fee that NMU student is paying VMU is based on annually confirmed tuition fee which is equal to the tuition fee for the European Union students' studying at VMU.
  - 4.1.1. The Partners shall determine the amount of tuition fees in accordance with relevant national and institutional regulations and procedures.
  - 4.1.2. The students shall pay the tuition fees to the Partner University where the studies actually take place.
  - 4.1.3. The students of the Programme shall pay the tuition fee to VMU which is set for the academic year when the students are being enrolled to the Programme at NMU.
  - 4.1.4. Education in Universities VMU or NMU is also available provided with a university scholarship. Each university shall decide allocation of the scholarships individually.
- 4.2. Both institutions are committed to pay to VMU or NMU lecturers who will lecture at NMU or VMU and will supervise academic papers or consult students concerning internship questions, accordingly of their workload and coefficients at each institution. All of this will be established by a separate agreement between the institution and a lecturer.
- 4.3. The students are not subject to the registration fee at VMU.

#### **5. FINAL TERMS**

- 5.1. The laws of the Republic of Lithuania and Ukraine apply for this Agreement.
- 5.2. This is a long-term cooperation agreement and enters into effect once signed and has no deadline.
- 5.3. Agreement can be terminated by any of the Parties, informing the other Party in writing not later than 90 days before termination, provided that students who are already enrolled into the Programme are able to finish it.

- 5.4. If any Agreement article becomes fully or partially invalid, this does not have any effect on the validity of other articles within the agreement.
- 5.5. Any changes of the Agreement are only possible if these are documented by each Party in writing properly and signed by representatives of both Parties.
- 5.6. Any disagreements regarding this agreement between both Parties are solved with benevolent efforts. If Parties are not able to come to an agreement, any disputes, disagreements and requirements regarding this agreement are settled at the court of Republic of Lithuania.
- 5.7. Any reports or agreements regarding this Agreement can only be valid if they are personally presented for the other Party and confirmed by another Party via mail on-demand, electronic post or fax according to corresponding addresses and fax numbers foreseen in the Agreement.
- 5.8. If any information about the Party changes, other Party has to be informed not later than 3 working days before. If this is not satisfied, Party has no right to object other Party's decisions that are based using previously known information.
- 5.9. Both Parties are provided with a copy of an Agreement having legal power.

## 6. DETAILS OF THE PARTIES AND SIGNATURES OF THE REPRESENTATIVES

### NMU:

State HEI "National Mining University"  
(NMU)

Code 02070743

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Bank GUDKSU

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Rector

Gennadiy G. Pivnyak



### VMU:

University of Vytautas Magnus University  
(VMU)

Code 11195039,

K. Donelaičio 58,

LT-44248 Kaunas, Lithuania

Phone. 8-37 222 739; Fax 8-37 203 858

Email [info@vdu.lt](mailto:info@vdu.lt)

Bank AB SEB bankas

Account . LT047044060002848625

Rector

Juozas Augutis



**APPENDIX NO. 1**

**CURRICULUM OF STUDIES AT NMU AND VMU IN INTERNATIONAL BUSINESS LAW PROGRAMMES**

Courses in the field of International Business Law at NMU and VMU are enlisted in the following tables.

<b>Courses in NMU</b>	
<b>Course title</b>	<b>ECTS</b>
<b>1<sup>st</sup> Semester</b>	
Foreign Language in Professional Practice	8
Corporate Law	8
Investment Law	4
Tax Law	4
Medial Law	4
Intellectual Property Law	4
<b>Total</b>	<b>32</b>
<b>2<sup>nd</sup> Semester</b>	
<i>VMU</i>	
<b>Total</b>	<b>28</b>
<b>3<sup>rd</sup> Semester</b>	
<i>Delict Law</i>	4
<i>Elective Course</i>	4
<i>Elective Course</i>	4
Industrial Internship	6
Pre-diploma Internship	3
Diploma Project	9
<b>Total ECTS</b>	<b>30</b>

<b>Courses in VMU</b>	
<b>Course title</b>	<b>ECTS</b>
<b>1<sup>st</sup> Semester</b>	
NMU	
<b>Total</b>	<b>24</b>
<b>2<sup>nd</sup> Semester</b>	
Business Law: Companies in Changing and Global Environment	8
<i>Elective Course</i>	4
<i>Elective Course</i>	4
<i>Elective Course</i>	4
Preparation of the Research Work	4
<i>Elective Course</i>	4
Research Project	8
<b>Total</b>	<b>36</b>
<b>3<sup>rd</sup> Semester</b>	
Final Thesis	30
<b>Total ECTS</b>	<b>90</b>

After the completion of both NMU and VMU programmes, students must have earned 90 ECTS credits in each program.

NMU students study first semester in NMU according to NMU schedule of this semester (this amounts to 32 ECTS credits of studies). VMU from this semester cross-credits towards its Master degree all subjects except for “Foreign Language in Professional Practice” according to the table in Appendix 1 (this amounts to 24 cross-credited ECTS credits).

NMU students study second semester in VMU according to VMU schedule of this semester, except that students also study subject “Preparation of the Research Work” as an additional one (this amounts to 36 ECTS credits of studies). From those subjects NMU cross-credits towards its Master degree all subjects except for “Research Project” according to the table in Appendix 1 (this amounts to 28 cross-credited ECTS credits).

NMU students study third semester in NMU according to NMU schedule, except that students also prepare “Final Thesis” for VMU during this semester and defend it at the end of this semester either in VMU or NMU according to the Article 3.13 of the Agreement. They should use “Research Project” (8 ECTS credits) prepared during second semester in VMU as the fundamental basis for their “Diploma Project” (9 ECTS credits) in NMU and as the initial basis for their “Final Thesis” (30 ECTS credits) in VMU.

**Rector**

**Gennadiy G. Pivnyak**



**Rector Juozas Augutis**



**APPENDIX NO. 2**

**CREDIT TRANSFER MECHANISM BETWEEN NMU AND VMU**

<b>Symmetrical equivalences between NMU and VMU courses</b>			
<b>Course at NMU</b>		<b>Course at VMU</b>	
<b>Title</b>	<b>ECTS</b>	<b>Title</b>	<b>ECTS</b>
Corporate Law	8	Regulation and Management of Legal and Corporate Activities	8
Investment Law	8	Investment and Financial Instruments Law	8
Business Law	8	Business Law: Companies in Changing and Global Environment	8
Tax Law	4	Tax Law	4
Intellectual Property Law	4	Intellectual Property Law	4
Media Law	4	Media Law	4
Internet Law	4	Internet Law	4
EU Competition Law	4	EU Competition Law	4
EU Material Law	4	EU Law II: Material Law	4
Delict Law	4	Tort Law	4
Law of Obligations	4	Contract Law	4
Resolution of Business Issues	4	Alternative Dispute Resolution	4
Comparative Labour Law	4	Comparative Labour Law	4
Corporate Crimes	4	Corporate Crimes	4
Preparation of the Research Work	4	Preparation of the Research Work	4
Special course	4	Special course	4

**Rector**  
**Gennadiy G. Pivnyak**



**Rector Juozas Augutis**



APPENDIX NO. 3

DESCRIPTION AND TRANSFER OF GRADES AT VYTAUTAS MAGNUS UNIVERSITY  
AND STATE HEI "NATIONAL MINING UNIVERSITY"

Grading system at Vytautas Magnus University			ECTS grade before 2009	Grading system at State HEI National Mining University			
Pass/fail system	Grades	Percentage of achieved learning outcomes		Percentage of achieved learning outcomes	Average of percentage of achieved learning outcomes	Grades	National Scale of Ukraine
Pass	10	>95	A	90 - 100	95	Excellent	5
	9	>85	B	80 - 89	85	Good	4
	8	>75	C	75 - 79	77		
	7	>65	C				
	6	>55	D	70 - 74	72	Satisfactory	3
	5	>50	E	60 - 69	65		
Fail	4	<50	-	1 - 59	-	Not Satisfactory	2
	3						
	2						
	1						

Rector

Gennadiy G. Pivnyak



Rector Juozas Augutis

