



COOPERATION AGREEMENT

Hochschule Esslingen
University of Applied Sciences

between
National Mining University
Karl Marx Avenue 19,
49027, Dnipropetrovsk, Ukraine

and
Esslingen University of Applied Sciences
Kanalstr. 33
D-73728 Esslingen, Germany

Endeavoring to increase their cooperation in research and education,
The National Mining University,
represented by its Rector,
Prof. Dr.sc. G.G. Pivnyak

and
The Esslingen University of Applied Sciences,
represented by its Rector,
Prof. Dr.-Ing. Juergen van der List

conclude the following agreement.

ARTICLE 1 Statement of Purpose

(1) This agreement is designed to facilitate the advancement and intensification of academic cooperation between the faculties of the National Mining University, "Electrical Engineering" and "Mechanical Engineering" and the faculties of the University of Applied Sciences Esslingen, "Mechatronic and Electrical Engineering" and "Mechanical Engineering".

The focus is on:

- the exchange of professors, scientists, and faculty-staff;
- the realization of common educational and research goals; and
- the exchange of information relevant to the partner institutions.

(2) The partner institutions agree to follow all applicable laws and regulations in both countries, as they exist today as well as in the future.

ARTICLE 2 Exchange of Professors and Scientists

(1) The partner institutions agree to exchange professors and scientists.

(2) The receiving university provides a workplace in the corresponding faculty, takes care of necessary equipment and helps to find accommodation. Exchange professors and scientists are also allowed to use lab-equipment which is essential for the scientific work. Teaching professors and scientists are supported by the university-administration.

(3) The visits of exchange-professors and -scientists must be prepared half a year in advance in the corresponding faculties. The faculty-board must agree to the exchange program, which is a condition to start.

(4) Transportation expenses, cost of living, cost of accommodation, health insurance, and other expenses must be provided by the home institution. The partner institutions shall undertake all possible efforts for financial support if it's possible.

ARTICLE 3 **Exchange of Faculty and Staff**

(1) The partner institutions shall, for duration to be determined on a case-by-case basis and after mutual agreement, invite faculty and staff members for informational, teaching, or research visits.

(2) If there are sufficient funds at the disposal of the partner institutions and if this is permitted by the relevant laws and regulations, the travel expenses shall be borne by the sending partner, with the living expenses borne by the receiving partner. Otherwise, each institution shall be allowed to send faculty and staff members provided it takes responsibility for all costs incurred through the exchange.

(3) The partner institutions shall make efforts to finance these programs, staying informed of the availability and the utility of third party funds. The extent to which funds are available will determine the scope of the programs.

(4) The partner institutions shall inform one another regularly about the curricular programs offered by each, and especially about research seminars, colloquia, conferences, and symposia. They shall exchange, without cost to the receiving institution, documentation and publications related to these proceedings.

ARTICLE 4 **Implementation Regulations**

(1) The partner institutions shall designate contact persons responsible for the implementation of this agreement.

The contact person for National Mining University shall be Director of International Office Dr. Sc., Professor Michael Rogoza.

The contact person for the Esslingen University of Applied Sciences shall be Dr.-Ing. Nikolaus Neuberger.

(2) The concrete topics of cooperation and the rules for the utilization of the obtained results shall be established by the affected faculties or institutes, in the form of a work program. The contact persons, as named in Article 4 Paragraph 1, will arrange for these work programs to be drawn up.

(3) The work programs will be signed by the contact persons of the partner institutions as well as the affected professors or officials. After the signing, the work programs shall be considered part of this agreement, notwithstanding the regulation in the following clause

(4).

(4) Any terms of this agreement that would result in financial obligations of one or both partners are effective only after the institutions administering the respective funds have given their consent in each individual case.

ARTICLE 5 Final Provisions

(1) This agreement takes effect as of the date both university representatives sign the document. The agreement is written in German and English versions, and each partner institution shall receive a copy of each version. Both versions are equal in content and applicability.

(2) This agreement is concluded for an initial duration of three years. If there exists a working program after the initial three years describing the cooperation between at least three institutes / researchers from both universities, this agreement shall be automatically renewed for a period of one year, unless it is terminated in writing by one of the partners within the period specified in the next paragraph.

(3) This agreement can be terminated in writing by either partner with at least of two months' prior notice. Exchange participants, according to Articles 2 and 3, shall, in any case, retain their previously agreed-to status until the end of the academic year in which the termination of the agreement occurs.

(4) Both sides agree to discuss about an extension of the cooperation to student exchange on a balanced level in the future.

Dnjepropetrovsk,

26.02 2007

Dnjepropetrovsk,

«26.» 02. 2007

National Mining University

Prof. Dr. Sc. Gennadiy Pivnyak



Esslingen University of Applied Sciences

Prof. Dr.-Ing. Juergen van der List

