

AGREEMENT
ON SCIENTIFIC -&-TECHNICAL COOPERATION
between
National Mining University (Dnipropetrovsk, Ukraine)
and
Fraunhofer Institute for Production Technology
and Automation (Stuttgart, Germany)

Guided by the aspiration for the strengthening of friendship and mutual understanding between the countries and among peoples and to the interest of the mutually advantages cooperation of higher educational establishments in the field of higher education, science and culture and with a view to increase efficiency of the academic, methodical, educational and research work of the National Mining University (Ukraine) on the one hand and Fraunhofer Institute for Production Technology and Automation (FIPTA, Germany) on the other hand hereinafter referred to as Parties have agreed to the effect that:

ARTICLE 1

The parties shall effect scientific and technical, academic, methodical and cultural cooperation as follows:

- 1.1 Joint scientific and technical collaboration based on the cooperation and direct relations with coordination of the fundamental and exploring research including that on the orders of other countries.
- 1.2. Exchange on the mutual equivalent basis of scientific publications, training and methodical materials, curricula, bibliographic and reference manuals as well as booklets and other materials that highlight the achievements of both higher educational establishments.
 - 1.1. Equivalent invitation of the representatives of the partner university to participate in the scientific conferences and symposia that are of great importance and mutual interest.
 - 1.2. Exchange of the academic stuff and scientists for giving lectures and consultations, exchange of experience gained in the field of the scientific and methodical work as well as exchange of students, post-graduate students, probationers, specialists to raise their qualification observing thereby the principal of equivalent quotas, obligatory approval by the Parties of each such an exchange in writing.
- 1.3. Joint preparation and publication of monographs, text-books, manuals, scientific papers, etc.
- 1.4. Cooperation in the field of physical training and sport, amateur students performances.
- 1.5. Joint participation in the European and other International projects.
- 1.6. In case of necessity the Universities may coordinate the other forms of collaboration, negotiated in the additional Agreement to the present one.

ARTICLE 2

- 2.1. The financial conditions of cooperation shall be effected on the principal of currency-free and equivalent exchange. A Party delegating a specialist shall cover his two-way travelling expenses to the place of assignment and back, the receiving Party shall provide free accommodation and create necessary conditions for work, free access to the library stock, shall pay daily allowance at the rate specified in each separate case in the written agreement.
- 2.2. The Universities are not obliged to allocate for these purposes their personal financial resources, each Party may look for an opportunity to obtain the above resources.
- 2.3. The salary for the academic staff and scientific workers shall be paid on the contractual and mutually acceptable basis.
- 2.4. In case of mutual interest the joint scientific and research work and other forms of collaboration envisaged by the Article 1 can be effected on the paid contractual basis. The agreement shall be signed.

ARTICLE 3

- 3.1. All activities carried out within the framework of this Contract shall be in compliance with the Charter of the Parties.
- 3.2. Each Party shall agree to bear responsibility for its own actions and the actions of the faculties and Chairs, academic staff and students within the period of the Contract validity.

ARTICLE 4

- 4.1. To guarantee the fulfillment of the conditions under this Contract each Party appoints a Coordinator of cooperation with the partner University. The coordinator guarantees that the other Party shall have all the information necessary for cooperation.
Coordinators:
 - 1. On the part of NMU is Director of International Office, Professor Michael Rogoza
 - 2. On the part of FIPTA is

ARTICLE 5

Any alterations and amendments to this Contract require written consent of both Parties.

ARTICLE 6

Every two years the balance of cooperation shall be summarized and the issue of possible supplements, amendments and specifications of the individual articles shall be considered with drawing up an appropriate statement.

ARTICLE 7

- 7.1. The present Contract shall be valid from the date of its signing by both Parties and shall act within 5 years.
- 7.2. The Parties summarize the balance of cooperation six months in advance before the validity term expires and take decision on prolongation of the validity term of a Contract.

71011 The present Contract shall be concealed on written notification by one of the Parties six month in advance before the expiration date of this Contract.

ARTICLE 8

The disputes arising within this Contract shall be settled by way of negotiations. In case the Parties fail to settle the dispute by way of negotiations it shall be subject to the Laws in force on the territory of Germany and Ukraine.

ARTICLE 9

The present Contract has been signed in four copies (two copies in Russian language and two copies in English language). All signed copies are authentic.

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Academician of National Academy
of Sciences of Ukraine,
Professor

Gennadiy G. Pivnyak
Rector
National Mining University
(Dnipropetrovsk, Ukraine)



Date: 16.09..... 2005

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Univ.-Prof. Dr.-Ing. Prof. E.h. Dr.-Ing. E.h.
Dr. h. c.

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Date: 16. Sept..... 2005