



# AGREEMENT on COOPERATION

#### between

Cracow University of Technology (CUT)

with its (registered) seat at 24 Warszawska Street, 31-155 Cracow, Poland

represented by
Vice-Rector for Education and International Cooperation
Dr hab. inż. Jerzy Zając, prof. of CUT

and

Zhytomyr Polytechnic State University (ZPSU)

with its (registered) seat at 103 Chudnivska Street, 10005, Zhytomyr, Ukraine

> represented by The First Vice-Rector prof. Oksana Oliinyk

The parties hereby agree to promote academic exchange and develop activities of mutual interest in accordance with their respective needs and objectives and shall, by joint agreement, determine the areas and subject of cooperation.

Cracow University of Technology and the Zhytomyr Polytechnic State University agree upon the following principles of cooperation:

§ 1

- 1. Both institutions shall promote the exchange of information on their educational programs, research activities and areas of potential mutual research cooperation. Both institutions will promote the exchange of faculty and students.
- 2. Both parties agree to collaborate in the following relevant areas:
  - a) Exchange of students;
  - b) Exchange of faculty and staff;
  - c) Joint research activities, publications;
  - d) Joint conferences, seminars, workshop, and meetings.





3. If any specific exchanges of faculty, staff and students or research projects are planned, they are to be agreed upon in a separate Appendix or Annex to this Agreement, which is to be written and signed by both parties.

§ 2

- 1. Coordinator of this Agreement at Cracow University of Technology is: mgr inż. Jolanta Gintowt (jolanta.gintowt@pk.edu.pl).
- 2. Coordinator of this Agreement at Zhytomyr Polytechnic State University is: prof. Iryna Patseva (rig@ztu.edu.ua).

§ 3

- 1. This agreement shall remain in force for 5 years from the date when it was last signed, with the understanding that it may be terminated by either party by giving a 6-month prior notice to the other party in writing.
- 2. Both universities may at any time review this Agreement and the actions taken under it. Modifications to this this agreement can be made only in writing by mutual consent.
- 3. Both parties agree to try and settle all possible disputes arising from the provisions of this Agreement amicably and in a spirit of friendship. If said dispute is not resolved within sixty (60) days of sending a notice of dispute from one Party to the other, then the dispute may be submitted to such dispute resolution mechanism as may be agreed, in writing, between both Parties.
- 4. Nothing in this Agreement shall be deemed to give either party any right, title or interest in the other party's intellectual property rights (including trade names, trademarks, copyrights, patents, proprietary information or trade secrets). The legal rights in and to the Intellectual Property, its content, and/or any intellectual property rights relating thereto and any goodwill generated therefrom or modifications and enhancements there to, are and shall at all times remain their rightful owner's right.
- 5. Neither Party to this agreement shall incur any financial liability towards the projects that will be undertaken under this Agreement. Each party will bear its own expenses and costs related to the implementation of this Agreement unless decided otherwise in a separate written agreement between the Parties.
- 6. This Agreement is executed in English in two (2) identical copies, each copy having the effect of the original. Each Party to this Agreement shall keep one (1) copy of this Agreement after it is signed.

Zhytomyr Polytechnic State University

Prof. Oksana Oliinyk The First Vice-Rector Cracow University of Technology

Dr hab. inż. Jerzy Zając, prof. PK Vice-Rector for Education and International Cooperation

date: 24.01.2024 / Peny Dept





## APPENDIX 1 TO THE AGREEMENT ON COOPERATION

signed on .... 24. 01. 2024

### I COOPERATION IN THE EXCHANGE OF STUDENTS

## A. Principles

- 1. The student exchange will be on a one-to-one basis. The number of exchanged students will be limited to two (2) students per semester unless previously decided otherwise by mutual consent.
- 2. Exchange students shall remain enrolled and pay tuition and fees at their home institution. They shall not be charged for application, tuition and related fees at the host institution.

## B. Language Requirements

- 1. All students from ZPSU attending CUT must have an internationally recognized certificate of proficiency in English (at least B2 level) or a certificate issued by the CUT Foreign Languages Centre after passing an English proficiency verification exam (not applicable to native English speakers and students who receive education with English as the language of instruction).
- 2. CUT students attending ZPSU must have an internationally recognized certificate of proficiency in English (at least B2 level).
- C. Administration of the Student Exchange
- 1. The students participating in the exchange program under the terms of this Agreement shall be selected initially by the home institution, and the host institution shall make the final admission decision in each case.
- 2. Students must comply with all admission requirements set by both institutions in order to proceed with the exchange.
- 3. Both institutions reserve the right to reject any students preselected for the exchange if the they fail to meet the standards of admission (including proficiency in the appropriate language(s)) as set by the host institution.
- 4. CUT and ZPSU will ensure that the number of students participating in the exchange is in balance over a period of three (3) years.
- 5. Exchange students have the same rights as home students, they are subject to the rules and regulations of the host institution during their stay at the host institution.
- 6. Names of preselected students should be submitted to ZPSU International Relations Department by the 30<sup>th</sup> of June for the Fall Semester (September December) and by the 30<sup>th</sup> of November for the Spring Semester (February May). The application deadlines are by the 31<sup>st</sup> of July for the Fall Semester and by the 31<sup>st</sup> of December for the Spring Semester.
- 7. Names of students preselected for the exchange program should be submitted to the CUT International Relations Office by 15th April for the Fall Semester (October mid-February) and by 15th October for the Spring Semester (late February late June). The application deadlines are 15th May for the Fall Semester and 15th November for the Spring Semester.





- D. Responsibility of the Institutions
- 1. Both institutions agree to provide the following:
- a) Documents required for obtaining a student visa.
- b) Orientation materials before the students' departure and after their arrival at the host institution.
- c) Orientation guidelines on how to deal with academic affairs.
- d) Official transcript of the modules completed by each student (once the exchange period concludes).
- E. Students' Obligations
- 1. Exchange students are responsible for providing their own transportation and accommodation.
- 2. Exchange students are responsible for their financial support, and the host institution bears no responsibility for providing funding to an exchange student for any purpose.
- 3. Each exchange student is responsible for purchasing a health insurance according to the national or institutional rules of the host institution.
- 4. All credits obtained at the host institution will be considered applicable to that of the home university. No credits/academic work accomplished at the host institution may be later credited to a degree offered by the host institution. It is understood that all students participating in the exchange program will be ineligible for a degree from the host institution during their stay.

## F. Duration

All student exchanges shall normally be for either one (1) regular academic term or a maximum of one (1) regular academic year.

#### G. Confidentiality

Each party shall protect the confidentiality of exchange students records pursuant to the applicable rules and regulations including GDPR rules if and when applicable. The parties shall release no information except as permitted or required by applicable laws.

#### II REVISION AND TERMINATION

- 1. This Appendix shall enter into force on the date of its signing by both institutions and shall remain in force during the same period as the original agreement.
- 2. In the event of termination, obligations and commitments already agreed upon shall be honored and continued by the parties until full completion.

Zhytomyr Polytechnic State University

Prof. Oksana Oliinyk

The First Vice-Restor

Cracow University of Technology

Dr hab. inż. Jerzy Zając. prof. of CUT

Vice-Rector for Education and International Cooperation

date: 24, 01, 2024

