

Double Degree Agreement

between

Pavol Jozef Šafárik University in Košice (Slovakia)
and
Kharkiv National University of Radio Electronics (Ukraine)

This Agreement ("Agreement") is entered into by and between:

I.

Pavol Jozef Šafárik University in Košice, a legal entity by virtue of Slovak Law and regulations, duly organized and existing under the laws of the Slovak Republic, having its official address at Šrobárova 2, 041 80 Košice, Slovak Republic (Org. Ident. No. 00 397 768), statutory authority: prof. RNDr. Pavol Sovák, CSc. - Rector, working place: Pavol Jozef Šafárik University in Košice, Faculty of Science having its official address at Šrobárova 2, 041 54 Košice, represented by the Dean, doc. RNDr. Roman Soták, PhD. hereinafter referred to as "UPJS"

And

II.

Kharkiv National University of Radio Electronics, a legal entity by virtue of Ukrainian Law and regulations, duly organized and existing under the laws of the Ukraine, having its official address Nauky Ave. 14, 61166 Kharkiv, Ukraine (Org. Ident. No. E10199505), statutory authority: prof. Valerii Semenets - Rector, working place: Kharkiv National University of Radio Electronics, official address at Nauky Ave. 14, 61166 Kharkiv, Ukraine, represented by the Dean, prof. Andriy Yerokhin hereinafter referred to as "NURE"

The UPJS and NURE (together hereinafter "the Contracting Parties"), in accordance with the provisions of § 51 of Law No. 40/1964 Statutes of the Slovak Republic, the Civil Code, as later amended, have agreed on this agreement for mutual co-operation (hereinafter "the Agreement") containing the following provisions:

NOW, THEREFORE, the Contracting Parties have agreed as follows:

I. Purpose and Subject of the Agreement

I.1. The purpose of this Agreement is to promote the academic co-operation between both Contracting Parties, on the base of mutual respect of the each other's autonomy and in accordance with the

- current laws and regulations in each country and institution and to create conditions for co-operation of the Contracting Parties in joint education of the students of the Contracting Parties.
- I.2. The aim of this agreement is to establish a double degree program for master's degree in the study program "Data Analysis and Artificial Intelligence" at the UPJS master's degree program and in the study program "Software Engineering" (educational programs – Software Engineering and Systems Software) at the NURE master's degree program.
- I.3. By means of this agreement, students enrolled in one of these programs could be awarded with two degrees, providing that they fulfil the conditions and requirements established in the following clauses.

II. Rights and duties of the Contracting Parties

- II.1. The Contracting Parties shall have at their own discretion the government of admission criteria for students wishing to take part in the Double Degree Program (hereinafter referred to as "Program").
- II.2. The Contracting Parties shall undertake to agree and create the specific rules for the execution of the purpose of this Agreement.
- II.3. The Contracting Parties shall have the right and obligation to inform and to be informed by each other, including, but not limited to:
- a) list of students wishing to take part in the Program;
 - b) admission criteria for students, for each academic year;
 - c) study programs available at the respective universities, which fall under the scope of this agreement, their contents and criteria.

III. Provisions on the Double Degree Program

- III.1. Both institutions will set up a proper internal procedure to select the students that will take part in the Program among those enrolled in the degrees affected by this agreement. The conditions of access to the Program will be stipulated by each institution.
- III.2. Students, who wish to take part in the Program, need to apply for it at the university in which they are enrolled in and study at master degree. Only students, who are enrolled full time at one of the Contracting Parties, can apply to take part in the Program.
- III.3. The Contracting Parties undertake to create a list of students of each university, who will be able to take part in the Program (hereinafter referred to as "Candidates"). The list shall be created for each university individually, from Candidates, who have expressed their wish to take part in the Program. The selection for the list shall be based on a single criteria which will be agreed upon by the Contracting Parties and shall be set forth as internal regulations at the Contracting Parties, and shall enter into force before the start date of realisation of this Agreement.
- III.4. The list of Candidates for each Contracting Party must be submitted to the other Contracting Party no later than 1 month prior to the closing date of the application for a Master's program of the Contracting Parties. For each of the Candidates, the list must specify sufficient personal information, for each Candidate to be individually identifiable.
- III.5. The Contracting Party, which is the receiver of the list, reserves the right to reject Candidates. This must be made in written form, and must specify the reasons for rejection.
- III.6. Candidates selected by the Contracting Parties shall receive a written invitation to apply at both universities, within a reasonable time before the expiry of deadlines for application to each university.

- III.7. The candidates for the Program shall apply simultaneously at both universities for a full time Masters level study program. The candidates shall apply in accordance with the rules and regulations of each university, and will have to fulfil each universities criteria for admission, which are at the discretion of each Contracting Party, including but not limited to tuition and administration fees. Only candidates, who are accepted to both universities may take part in the Program.
- III.8. Candidates who are successfully accepted to both universities, and have completed their enrolment procedure at both universities, and have started their studies may be considered "Students of the Program" (hereinafter referred to only as "Students").
- III.9. Students pay only their accommodation fees. No special fees may be levied for their studies under the Program.
- III.10. The Contracting Parties undertake to ensure, that the Students have the same rights and obligations as their colleagues who study a single degree program, where it is possible. For this purpose, the Students shall have the same academic liberties, shall be able to apply for accommodation and enjoy other benefits provided to them by their status.
- III.11. Individual study plans, comprised of subjects from both institutions curricula, must be provided for Students, in order to be able to meet the criteria of the Program. The mutual recognition of credits between the Contracting Parties is guaranteed.
- III.12. Students are required to take part in at least one semester at each of the Contracting Parties. The number of semesters undertaken by each Student shall be determined by the individual study plan of each.
- III.13. In order for the Students to obtain a Double Degree, they must successfully complete their studies at both universities, in accordance with the regulation of each university. For this purpose, they need to take their Final attestation in the form of state exams at UPJS and defence their Masters' Thesis with joint examination commission with invited representatives from both universities of NURE and UPJS.

IV. Default

- IV.1. If a Contracting Party fails to perform any obligation under this Agreement, this party shall in any case, be in default, if the other party has given written notice to this party of default and no performance has taken place within a reasonable period as specified in the notice of default after the date of notice.

V. Duration and termination of the Agreement

- V.1. This Agreement had been entered into effect for an indefinite period of time. It becomes valid from the moment of both parties having signed it. It shall enter into force after necessary legal requirements set forth by the legal system of the Contracting Parties, concerned with such an agreement have been met.
- V.2. The Contracting Parties agree that the contractual relationship established by this Agreement ends at any time, by written agreement of both Contracting Parties.
- V.3. This agreement may be terminated by any of the Contracting Parties. The Contracting Parties agree to not terminate the Agreement without giving sufficient notice of the reasons for termination, and without allowing for the other party to react to such a notice. In case of a Party

being in Default, the Agreement may be terminated, by the other, without giving prior notice and without giving reasons.

- V.4. Prior to termination coming into force, sufficient time must be allowed for Students enrolled in the Program to complete their studies at both universities, in order to be awarded a Double Degree. The previous sentence shall not be applicable in the case of termination for the reason of Default of one of the Contracting Parties. It is not possible to accept new students after the termination takes effect.

VI. Notices

- VI.1. The Contracting Parties agree that notices and other statements related to this Agreement may only be given by way of a writ, by way of a letter delivered in person or by a courier against delivery of a receipt or by way of a registered letter with acknowledgement of receipt, and at the recipient's place of residence as it is stated in clauses VI.2, VI.3. Each statement must be in English language. A statement which does not comply with this clause shall have no effect, except of writs sent by the court, which can be served at a place of residence of the recipient which is different from the place of residence in this Agreement.

VI.2. UPJŠ

Address: Šrobárova 2

PO box: C50

Postal code and town: 041 80 KOŠICE

Country: Slovak Republic

For the attention of: prof. RNDr. Pavol Sovák, CSc.

VI.3. NURE

Address: Nauky ave. 14,

Postal code and town: 61166 Kharkiv

Country: Ukraine

For the attention of: prof. Vareii Semenets, DSc.

- VI.4. The recipient is under obligation to confirm in writing the personal delivery of written communications, by appending his/her name in legible form, his/her signature, date and an impression of the organization's official stamp.

- VI.5. If there is any change in place of residence of any of the Contracting Parties as mentioned in clauses VI.2, VI.3 of this Agreement, the Contracting Party concerned is under the obligation to inform the other Contracting Party about the new place of residence in written form and without unnecessary delay.

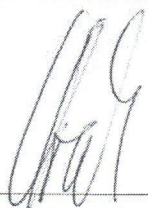
VII. Closing Provisions

- VII.1. Changes to individual provisions of this Agreement may be implemented only in written form agreed by both Contracting Parties, and must take the form of appendices with ascending numbers which become inseparable parts of this Agreement.
- VII.2. This Agreement shall be governed by Slovak law, and principally by Law No. 40/1964 Statutes, the Civil Code and the law of education of the Slovak Republic, Law No. 131/2002. As well as governed by Ukraine, first of all, the law of education of the Ukraine and law of the higher education of Ukraine.
- VII.3. In the case of any kind of dispute arising in connection with this Agreement, including disputes concerning the existence and validity thereof, the Contracting Parties will make every effort to resolve the dispute preferably through joint negotiations. Should such joint negotiations fail, all

disputes shall be resolved by the competent courts of the Slovak Republic. The preceding sentence is solely for the benefit of UPJS, therefore UPJS will be obligated to commission a certified translating agency to translate all documents, including the writ concerning the legal proceedings. All costs concerning the translation will be at the expense of UPJS.

- VII.4. The Contracting Parties agree that the court of law with material and local competence for judging all disputes between the Contracting Parties originating from the legal relationships established by or associated with this Agreement is the general court of the Pavol Jozef Šafárik University in Košice.
- VII.5. This Agreement and all its annexes represent an integral affirmation and agreement between the Contracting Parties on the subject of the Agreement, and they replace all preceding and current oral or written agreements, documents and affirmations of the Contracting Parties.
- VII.6. Any provisions of this Agreement which are invalid, unlawful or unenforceable in terms of the current legal order will be considered ineffective only to the extent to which the invalidity, unlawfulness or lack of enforceability is defined by law, with no effect whatsoever on the remaining provisions of the Agreement. The Contracting Parties undertake to replace any invalid or ineffective provisions with new provisions which are valid and effective, and which correspond as closely as possible to the invalid or ineffective provisions being replaced.
- VII.7. This Agreement has been prepared in Ukrainian, Slovak and English language versions. The Contracting Parties agree that in the event of discrepancy between the language versions, the English language version will be definitive. Each language version of the Agreement has been prepared in two (2) identical copies, whereby each Party will receive three versions of the Agreement that is one copy of each language version of the Agreement.
- VII.8. The representatives of the Contracting Parties declare that they are authorized to act on behalf of the relevant Contracting Party, that they have properly familiarized themselves with the content of the Agreement, that they have understood the said content, that they agree with its content without reservation, that they have signed the Agreement in the absence of coercion or of evidently disadvantageous conditions, and that they have signed it as a sign of their free and considered will.

On behalf of
Pavol Jozef Šafárik University in Košice



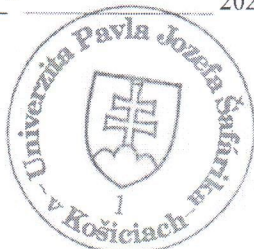
Rector Professor Pavol Sovák

On behalf of
Kharkiv National University of Radio
Electronics



Rector Professor Valerii Semenets

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