



# PARTNERSHIP AGREEMENT

### BETWEEN THE

NATIONAL TECHNICAL UNIVERSITY DNIPRO POLYTECHNIC (NTU «DP»)
UKRAINE

### AND THE

BRANDENBURG UNIVERSITY OF TECHNOLOGY COTTBUS - SENFTENBERG (BTU)
GERMANY

## **ARTICLE 1**

The National Technical University Dnipro Polytechnic (NTU «DP»), renamed from the State Higher Educational Institution «National Mining University» in accordance with the order of the Ministry of Education and Science of Ukraine dated December 20, 2017 No. 1636, av. Dmytra Yavornytskoho 19, 49005 Dnipro, Ukraine, represented by its Rector, Prof. Dr. Gennadiy Pivnyak, and

The Brandenburg University of Technology Cottbus-Senftenberg (BTU), Platz der Deutschen Einheit 1, 03046 Cottbus, Germany, represented by its Acting President, Prof. Dr. rer. pol. Christiane Hipp,

declare that they are in agreement to formally conclude this document based on existent cooperation as documented in agreements of 15<sup>th</sup> of July 1999, 17<sup>th</sup> of February 2004, 11<sup>th</sup> of May 2012, and relating to their efforts to develop and support the co-operation between both institutions.

#### **ARTICLE 2**

The purposes of the cooperation between NTU «DP» and BTU are as follows:

- to promote interest in the teaching and research activities of the respective institutions, and
- to deepen the respective institutions' understanding of economic, cultural and social issues.

## **ARTICLE 3**

To achieve these goals, NTU «DP» and BTU will, insofar as the means of each allow:

 promote institutional exchanges by inviting faculty and staff of the partner institutions to participate in a variety of teaching and/or research activities and professional development;





- receive undergraduate and graduate students of the partner institution for periods of study and/or research;
- · organise symposia, conferences, short courses and meetings on research issues;
- · carry out joint research and continuing education programmes; and
- · exchange information pertaining to developments research at each institution.

## **ARTICLE 4**

Each contracting party shall make every endeavour to facilitate and support the exchange of scientists and students between both institutions by:

- · helping in the attainment of financial support;
- · providing working space;
- giving individual advice;
- agreement on courses of study and the mutual recognition of student performance;
- granting of tuition waivers and exemption from registration fees. At BTU, exchange students will be required to pay the compulsory "Semesterbeitrag", which includes a contribution to the Studentenwerk Frankfurt/Oder, an organization in charge of dining and dormitory management, a contribution to the Student Body, a contribution to the Social Fund as well as a semester ticket that allows to use all public transportation in Brandenburg and Berlin at no extra charge.

### **ARTICLE 5**

This general Agreement of Cooperation shall be identified as the parent document of any programme agreement executed between the parties.

Further agreements concerning any programme shall provide details concerning the specific commitments made by each party and shall not become effective until they have been reduced to writing and executed by the duly authorised representatives of the parties.

The scope of the activities under this agreement shall be determined by the funds regularly available at both institutions for the types of collaboration undertaken and by financial assistance as may be obtained by either institution from external sources.

#### **ARTICLE 6**

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Upon approval by each institution, this agreement shall remain in effect for a period of five (5) years unless terminated earlier by either institution. At the end of that term, it will





be renewed automatically for a further five (5) year period unless either party terminates the agreement during the final six months of its validity.

Such termination by one institution shall be effected by giving the other institution at least ninety (90) days advance written notice of its intention to terminate. If such notice is given, this agreement shall terminate: (a) at the end of such ninety (90) days; or (b) when all students enrolled in a course of study under the agreement at the time such notice is given have completed their respective courses of study under the agreement, whichever event occurs last.

Termination shall be without penalty.

If this agreement is terminated, neither NTU «DP» nor BTU shall be liable to the other for any monetary or other losses which may result.

## ARTICLE 7

The parties shall use good faith efforts to resolve any Cooperation dispute, claim or proceeding arising out of or related to this Agreement. If the parties are unable to reach agreement within 14 days after one party has notified the other of that issue, they will in good faith attempt a resolution through an alternative dispute resolution procedure commissioned by the legal representatives of both parties.

## ARTICLE 8

This contract was composed in two original copies in English.

Dnipro, the St. 89 2019

Cottbus, the

2 1. Aug. 2019

Brandenburgische Technische Universität Cottbus - Sepftenberg

Die amtierende Präsigentin Pletz der Deutschen Einheit 1 03046 Chitbus

Prof. Dr. Gennadiy Pivnyak

Prof. Dr. rer. pol. Christiane Hipp

Rector of -

National Technical University

Acting President of

BTU Cottbus-Senftenberg

Dnipro Polytechnic

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Dnipro, the 17, 05, 16

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Prof. Dr. Dr.h.c. (NMU, WA) Michael Schmidt

Dean Faculty Environment and Natural Sciences