

## AGREEMENT FOR COOPERATION

N°2017/SREI/

Between **University Paris 13**

Scientific, cultural and professional public  
institution (EPCSCP)

Code APE : 8542Z

N° SIRET : 19931238000017 TVA n°: FR 52199312380

99 Avenue Jean-Baptiste Clément  
93430 Villetaneuse – France

represented by its President,  
Jean-Pierre ASTRUC,

And **Lviv Polytechnic National University**

79013, Ukraine, Lviv, str.Bandery, 12

represented by its Rector,

Yuriy Bobalo,

acting ex officio in conformity with the  
powers vested in him by law

After submitting the present agreement to the competent authorities according to the regulations in force in each of the countries concerned, the two parties hereby agree on the following:

### ARTICLE 1 :

The two universities decide to enter into a reciprocal exchange program of cooperation and coordination in academic teaching and research.

### ARTICLE 2 :

The partners will identify the areas of common interest and will define the projects they wish to develop together, in conformity with the law in force in each of the countries and within the limits determined by a common agreement.

Those projects may include the following activities:

- a) The exchange of teachers and researchers
- b) The exchange of students
- c) The exchange of academic articles
- d) The development of common research projects
- e) The common direction of PhDs and dissertations
- f) The writing of common academic articles

This collaboration can be extended to other subject areas by simple amendment.

This stage will be placed under the responsibility of the following bodies:

- For the University Paris 13 :

-For the Lviv Polytechnic National University : **Prof. Vasyl Lytvyn, Head of the Information Systems and Network Department**

### ARTICLE 3 :

**Any collaborative project, activity or program developed within the framework of this agreement will be subject to an amendment signed by both parties.**

**ARTICLE 4 :**

As far as the laws and regulations pertaining in each of the countries and their material possibilities allow, both parties agree to exchange academic staff to teach or lecture or to participate in research activities.

The staff members qualified to supervise theses at the University Paris 13 and at the Lviv Polytechnic National University may be associated in thesis's supervision in the other university, on signing a specific convention.

The contracting institutions may award the student:

- either a joint Ph.D. diploma
- or a Ph. D. diploma issued by each institution

**In the case of a joint diploma, the approval of both the Research Committee and the Administrative councils of the University Paris 13 is requested.**

**ARTICLE 5 :**

The academic staff involved in exchanges, regulated by this present agreement, will continue to receive their salaries paid by their respective university and enjoy all the rights attached to their activity, as far as the laws and regulations pertaining in each country allow.

**ARTICLE 6 :**

Both parties agree to inform the other and exchange documents resulting from their respective activities in the area covered by Article 2 (publications, books, teaching experience, bibliographies, and exchanges of thesis...).

**ARTICLE 7 :**

Both contracting parties will confer whenever they deem necessary and will, in particular evaluate the development of teaching and research actions and make a report of those actions accomplished or in the process of being accomplished.

This report will be submitted to the competent authorities of both universities at the end of every three-year period.

Each cooperation programme will be subject to a specific agreement in which the obligations and the responsibilities of both parties will be spelt out in detail, including the terms and conditions presiding over the programmed activities.

**ARTICLE 8 :**

Both contracting parties will strive to favour common research programs.

**ARTICLE 9 :**

If any new knowledge were discovered together by the staff of the two partners (insofar as none of the two partners could reasonably claim the full propriety) within the framework of the implementation of the present agreement, this new knowledge will be the common propriety, equally allocated/shared between the two parties, unless they decide it in another way.

The two partners reserve the right to make together the most of this new knowledge and that in conformity with the law and regulations in force in each of the countries.

Both contracting parties reserve the right to explore jointly the scientific information and results obtained through the programs carried out by virtue of this agreement, respecting the laws and regulations pertaining in each country and the regulations governing both universities.

In view to this, the contracting parties will collaborate in publishing in national or international academic journals. Any unpublished information or results obtained conjointly may not be divulged to any third party, unless there is prior agreement between the two contracting parties.



Each of the partners keeps the full propriety on its previous knowledge and on the new knowledge gotten on their own.

Should the case arise, specific agreements concerning intellectual propriety of the researches and its exploitation, will have to be signed.

**ARTICLE 10:**

The University Paris 13 and the Lviv Polytechnic National University will, within the limit of the laws and regulations pertaining in each country and as far as their means and student intake capacity will allow, promote the exchange of students who will be integrated into the regular curricular studies and the schools of research in the receiving universities. If the case arises and unless contrary regulations apply, the visiting students, by virtue of this present agreement, will continue to receive their scholarship or loan given by the national, local or regional authority to attend their original university. The students participating in these exchanges will pay fees in their university of origin only.

**ARTICLE 11 :**

The exchange students will pay the tuition fees in their university of origin. Both contracting parties will assume their own expenses for coordination and travels. The exchange teachers or students will be insured against risks (accident, disease, civil responsibility) and against an eventual repatriation they could incur during their stay in the receiving university.

**ARTICLE 12 :**

Both contracting parties will do their utmost to insure that the courses attended in the receiving university by visiting students, as provided by the above, may be integrated as a recognized part of the curriculum leading to the awarding of a degree or diploma from their university of origin. A pedagogic agreement has to be accorded between the two partners previously to any exchange students.

**ARTICLE 13:**

Every project or activity provided by a separate agreement implementing the present agreement will be funded separately according to the resources available. Those resources necessary to the implementation of any project or activity will be negotiated by the coordinators with the persons they will consider adequate. Furthermore, regarding the resources available, the partners will have the possibility to develop activities funded by their own resources.

Both contracting parties will endeavour to fund from their own budget the means necessary to carry out the programme of cooperation and, if possible, will apply for such means to competent bodies within these exchanges.

**ARTICLE 14 :**

This agreement may be terminated wholly or on one of its amendments by either party by registered letter with acknowledgment of receipt, sent to the other partner, with a 6-month prior notice. However, the parties commit themselves to achieving the undertaken activities, prior to the agreement termination.

In any event, the enrolled students' rights, should be protected without prejudice to ongoing actions. In this case, termination will take effect at the end of the exam period after the meeting of the corresponding board of examiners. The terminating party, shall give written notice to the other party 60 (sixty) days before the aforesaid exam period.

However, failure to implement the agreement motivated by the safeguarding of the public interest or as the result of any instance of force majeure as commonly defined by law, the agreement shall be suspended as of right. In these circumstances, both parties are to fulfill again their mutual obligations once the factor responsible for the suspension has disappeared.

Nevertheless, if the suspension lasts longer than 15 (fifteen) days, the parties will expressly accept to meet in order to find a solution and/or agree on an appropriate agreement as a result of this suspension.

If no agreement is reached within 30 (thirty) days after this meeting, the agreement shall be automatically terminated provided that the rights for the students, pursuing their studies, remain protected without prejudice to ongoing actions.

**ARTICLE 15 :**

Both parties will try to reach an amicable solution within sixty (60) days of receiving a written settlement request for any disagreement relating to the present protocol of cooperation. When no amicable solution can be reached, the disagreement will be submitted to mediation and failing this to the arbitration tribunal of Paris (CMAP), to which both parties have agreed to adhere. The disagreement will then be settled by three judges.

**ARTICLE 16 :**

Each party will be held responsible if it fails to implement satisfactorily its provisions. The university will only be held responsible in case of breach of contract.

Both contracting parties guarantee each other against any legal action from the staff, suppliers and service providers for whom the other party is personally responsible under the mutual obligations defined in this convention

**ARTICLE 17 :**

The execution of the present agreement is subject to an annual report which the coordinators present to their respective universities. The coordinators are appointed by each university among the academic teaching or research staff. They are appointed for three years and may be reappointed thereafter.

**ARTICLE 18 :**

The articles of the present agreement may be amended or modified by mutual consent.

**ARTICLE 19 :**

The present agreement, which takes force upon its signature by the representative of the two parties, **is concluded for a period of four years** subject to termination at 6 (six) months' notice, without prejudice to outstanding actions. In case of renewal, the same procedure of submission to the competent national authorities is to be followed again.

**ARTICLE 20 :**

The present agreement is written in French and in English, and both versions are official.

Done in Villetaneuse,  
the

President of University Paris 13  
Jean-Pierre ASTRUC

Done in Lviv,  
the

  
Rector of Lviv Polytechnic National University  
Prof. Yuriy Bobalo

