



## **AGREEMENT ON ACADEMIC COOPERATION AND EXCHANGE**

**between**

***NATIONAL TRANSPORT UNIVERSITY, UKRAINE***

**and**

***ESEO, FRANCE***

**National Transport University (NTU)**, with a principal place of business at 1 M. Omelianovycha-Pavlenka Str., Kyiv, Ukraine, represented by its Rector, Mykola Dmytrychenko, appointed by Decree 36-k of the Ministry of Education and Science of Ukraine from the 2<sup>nd</sup> of February, 2023 and acting on behalf of the University by virtue of the powers conferred upon him by Decree 40/k of National Transport University Statute from the 2<sup>nd</sup> of February, 2023

and **ESEO** with its (registered) seat at 10 Bd Jeanneteau, CS 90717, 49107 ANGERS CEDEX 2, France, represented by Sonia Wanner, Managing Director ESEO.

agree to implement a Student Exchange Agreement in accordance with the principles and guidelines set forth below:

### **THE PARTIES AGREE AS FOLLOWS:**

1. **Scope of Agreement** - This Agreement shall apply to all undergraduate student exchanges between **NATIONAL TRANSPORT UNIVERSITY** and **ESEO**.
2. **Definitions** - In this Agreement, unless indicated otherwise, the specified terms have the following meanings:

**"Host Institution"** means the institution accepting the exchange students.

**"Home Institution"** means the institution providing the exchange students, where the students are enrolled.

**"Institution"** means either **NATIONAL TRANSPORT UNIVERSITY** or **ESEO** as the context indicates.

**"Force Majeure"** means any event arising from natural causes, human agency or otherwise beyond the reasonable control of the parties, including without prejudice to the generality of this statement, strike, lock-outs or other industrial disputes, fights, civil commotion, acts of terrorism, fire, flood, drought, loss, delay in the air, at sea, or in inland transit, malicious damage, war, and restraint of any government or other public or statutory warranty.

3. Agreement to Exchange - Each party agrees to provide students for exchange, and accept students of the other party for exchange, in accordance with the terms and conditions of this Agreement.
4. Period of the Agreement - This Agreement shall commence on the date it is signed by both parties and will continue in full force and effect for four (4) years. Once this period has expired, the agreement may be extended once for another four (4) years, by means of an addendum to this agreement with an express and signed declaration. The agreement may be reviewed or resolved at any time of its validity, by means of written notice from either party concerning revision or termination. Such notice shall be given at least six months prior to the effective date of the revision or termination. Any amendment to this agreement shall be made in writing and with the mutual consent of the parties. The agreement may be terminated before its conclusion with the mutual consent of the parties or by repeated non-compliance with the basic obligations of the agreement.
5. Academic year - Academic year in **NATIONAL TRANSPORT UNIVERSITY** commences in September and ends in June and in the context of **ESEO** the academic year begins in September and ends in June of the following year. **NATIONAL TRANSPORT UNIVERSITY** has two semesters: from *September to December* for the first semester and from *February to June* for the second semester. **ESEO** has two semesters: from *September to February* for the first semester and from *February to June* for the second semester.
6. Selection of Students - Students to be exchanged will be nominated by their Home Institution and to the reasonable satisfaction of both parties shall:
  - (a) be of good academic standing;
  - (b) have completed at least one year of full-time study at their Home Institution;
  - (c) be eligible to enroll in subjects that constitute a normal full-time load at the Host Institution;
  - (d) have adequate language proficiency to study at the Host Institution.



7. Period of Exchange - Each exchange under this Agreement shall be for a minimum of one, and a maximum of two consecutive academic semesters, or equivalent within the same academic year;
8. Number and Frequency of Exchanges - The program of exchanges is founded on a reciprocal basis with the intention of achieving an equal number of exchanges over a four year period:
  - (a) exchanges will be counted on the basis of semesters of exchange, rather than students exchanged;
  - (b) unless and until otherwise agreed, a maximum of **ten (10)** semesters of exchange each way per academic year will be conducted.

9. The Home Institution

- 9.1 Exchange students shall pay their tuition fees only in their Home Institution during the exchange;
- 9.2 The Home institution will evaluate the language level of its students and shall be responsible for the selection of exchange students and the orientation of those students before their departure for the Host Institution. The Home Institution shall advise its exchange students about the academic and cultural expectations at the Host Institution;
- 9.3 The names and preliminary files of selected exchange students will be forwarded to the Host Institution for final approval. Such information shall be provided to **NATIONAL TRANSPORT UNIVERSITY** by the 15<sup>th</sup> of May for the first semester and the 15<sup>th</sup> of October for the second semester; and to **ESEO** by the 15<sup>th</sup> of April for the first semester and the 15<sup>th</sup> of September for the second semester. For the purposes of this clause the term "preliminary file" includes the Exchange Student Application, learning agreement, academic transcripts, and other documents as determined by the Host Institution.
- 9.4 The Home Institution will award its students' academic credit at the Home Institution in respect of study successfully completed by them at the Host Institution, giving consideration to the final transcript provided by the Host Institution under clause 10.8. Students will not be awarded academic credit at the Host Institution.
- 9.5 The Home Institution will advise its students that they will be subject to the academic rules and discipline of the Host Institution.

10. The Host Institution

- 10.1 The Host Institution will accept exchange students recommended by the Home Institution. The Host Institution will not require any language certificates from the exchange students and will accept the Home Institution's process of evaluating the students' language level.
- 10.2 The Host Institution will provide information to the Home Institution to enable the Home Institution to advise students about academic and cultural expectations at the Host Institution.
- 10.3 The Host Institution will provide orientation for the incoming exchange students.

- 10.4 The Host Institution will make reasonable efforts to ensure that incoming exchange students are admitted to courses regarded as essential to the intended study at The Host Institution.
- 10.5 The Host Institution will provide academic and other advisory services for incoming exchange students.
- 10.6 The Host Institution will make reasonable efforts to help exchange students obtain housing but is not obliged to provide housing, food service, or financial assistance of any kind whatsoever.
- 10.7 The Host Institution will inform the Home Institution of health insurance availability and requirements. The exchange student will be responsible for obtaining such insurance.
- 10.8 The Host Institution will provide to the Home Institution a final transcript describing the exchange student's academic performance at the Host Institution.

#### 11. Financial and Other Arrangements

- 11.1 Students will pay the tuition and enrollment/application fees applicable at their Home Institution for the period of their exchange prior to participation in an exchange. Students will remain enrolled at their Home Institution for the duration of their exchange.
  - 11.2 The Host institution will not impose any tuition or enrollment/application fees upon incoming exchange students and incoming exchange students will get access to all services provided for local students (such as computers, sport services, and library privileges).
  - 11.3 All costs relating to accommodations will be the responsibility of the incoming exchange student.
  - 11.4 Incoming exchange students will be responsible for obtaining necessary travel and health insurance and for their own medical costs. Incoming students will be responsible for complying with all visa/immigration formalities.
  - 11.5 The cost of local transportation, books, supplies, food and other living expenses or any other costs, such as student union/association fees as applicable at the Host Institution, will be the responsibility of the incoming exchange student.
  - 11.6 The incoming exchange student shall be responsible for the cost of transportation to and from the Host Institution.
  - 11.7 If an incoming exchange student voluntarily withdraws from study at the Host Institution prior to completing the exchange, the part completed will be considered a complete exchange between the parties and the student will not be replaced unless otherwise agreed between the parties. If a student is nominated for two semesters and withdraws during or upon completion of the first, the second semester will not be counted for the purposes of reviewing the number of exchanges conducted.
12. Designated Administrative Officials – **NATIONAL TRANSPORT UNIVERSITY** and **ESEO** shall each designate to the other, within sixty (60) days after the execution of this Agreement, the administrative official(s) authorized to approve exchanges under this Agreement.

13. Force Majeure - If either party is unable by Force Majeure to carry out its obligations or some of them, it must give prompt notice to the other party during the period of Force Majeure. The notifying party's obligations under this Agreement shall be suspended, provided that it will do all things reasonable to remove the Force Majeure as quickly as possible.
14. Warranties - Each party warrants that it has the legal capacity to enter into and be bound by this Agreement.
15. Nondiscrimination – **NATIONAL TRANSPORT UNIVERSITY** and **ESEO** agree that no person shall, on the grounds of race, color, religion, national origin, sex or creed be excluded from participation under the terms of this Agreement. Despite this, the parties agree that a student of the Home Institution who is a national of the country of the Host Institution will not be eligible to participate in the exchange, as such participation will not serve the objectives of the exchange program.
16. Amendment - The terms of this Agreement may be amended only by written agreement signed by both parties.
17. The settlement of possible disputes regarding interpretation and/or fulfilling of the present Agreement shall be requested to a commission of arbitration comprised by the signers of the Agreement or persons who have been delegated, and will take good faith negotiations to solve problems arisen.
18. Non-compliance. In case of repeated failure to comply with the obligations and commitments acquired by each of the parties to this agreement, the commission indicated in the previous point shall evaluate whether the agreement should continue or not.
19. In the case of not reaching an agreement on the resolution of disputes arising from the application of the agreement, such disputes shall be submitted to international arbitration.
20. The parties undertake to respect the regulations in force regarding the protection of personal data.

**EXECUTED AS AN AGREEMENT:**

SIGNED FOR AND BEHALF  
OF THE ESEO  
BY:



Ms. Sonia Wanner, Managing Director  
Date

23/05/24

SIGNED FOR AND BEHALF  
OF NATIONAL TRANSPORT UNIVERSITY  
BY:



Dr. Mykola Dmytrychenko, Rector  
Date