



# GENERAL COOPERATION AGREEMENT BETWEEN THE INTERNATIONAL UNIVERSITY OF SARAJEVO (IUS), SARAJEVO, BOSNIA AND HERZEGOVINA AND NATIONAL TRANSPORT UNIVERSITY (NTU), KYIV, UKRAINE.

National Transport University (NTU) and International University of Sarajevo (IUS) hereinafter referred to as "the Parties";

ENCOURAGED by the desire to foster their ties of friendship and cooperation;

CONSCIOUS that cooperation and complementarity between the institutions contribute to institutional development, teaching capacity and both technological and cultural research;

TAKING into consideration the provisions of the Agreement on Educational and Cultural Cooperation between the Government of the Bosnia and Herzegovina and the Government of Ukraine, signed on September 25, 1997;

Have agreed as follows:

# ARTICLE I OBJECTIVE

The purpose of this Agreement is to establish the basis on which the Parties will carry out academic cooperation activities in areas of common interest.

# ARTICLE II MODALITIES OF COOPERATION

The Parties agree that the cooperative activities referred to in this Agreement shall be carried out, by way of example, but not limited to, the following modalities:

- a) exchange of information related to curricula, administration or educational planning;
- b) exchange of didactic and bibliographic material;
- c) exchange of teaching staff, administrative staff and researchers;
- d) joint studies and research projects on subjects of common interest;
- e) organization of conferences, seminars and courses on topics of common interest;
- f) development of joint activities in the academic, cultural and scientific fields;
- g) promotion and organization of activities that foster the development of academic, cultural and scientific relations between the Parties;





- h) exchange of students and postgraduates;
- mutual and timely dissemination of the cooperation activities derived from this Agreement in the printed and electronic media of the Parties (magazines, interviews, website, blog, social network channels, etc.), and
- j) any other modality that the Parties may agree upon.

The operation of this Agreement shall not be conditional upon the Parties establishing projects in all the forms of cooperation referred to in this Article.

The Parties shall not be obliged to cooperate in those activities for which there is an internal prohibition derived from a law, institutional regulation or custom.

This Agreement forms the framework for cooperation between the parties to identify and achieve shared goals and objectives. The Agreement is non-binding and does not impose any legal or financial obligation or liability on either party.

# ARTICLE III COMPETENCE

The Parties undertake to carry out the cooperation modalities deriving from this Agreement, in full compliance with their respective competencies, institutional directives and applicable national legislation.

#### ARTICLE IV SPECIFIC COOPERATION AGREEMENTS

In order to achieve the objective of this Agreement, the Parties Will formalize Specific Cooperation Agreements, in which the activities to be carried out shall be detailed, specifying in each case the following aspects:

- a) objectives and activities to be developed;
- b) work schedule;
- c) profile, number and stay of assigned personnel, if applicable;
- d) financing;
- e) responsibility of each Party;





- f) authorities responsible for its implementation;
- g) allocation of human and material resources;
- h) confidentiality of information;
- i) evaluation mechanism; and
- j) any other information that the Parties deem convenient.

The Specific Cooperation Agreements, once signed, shall form an integral part of this Agreement.

# ARTICLE V FOLLOW-UP MECHANISM

For the adequate coordination and follow-up of the cooperation activities, the Parties designate the following persons responsible:

- For IUS: Dr. Kanita Karađuzović Hadžiabdić, Vice Rector for International Cooperation and Research
- For NTU: Dr. Vitalii Kharuta Vice Rector for Academic Work.

Those responsible for the designated areas shall meet with the periodicity and in the place agreed upon by the Parties, in order to evaluate the aspects derived from the application of this Agreement, being in charge of the following functions:

- a) adopt the necessary decisions in order to comply with the objective of this Agreement;
- b) identify the areas of common interest in order to prepare and formulate the Specific Cooperation Agreements;
- c) to follow up on the implementation of the Specific Cooperation Agreements and evaluate their results;
- d) to guide, organize and formulate the pertinent recommendations for the implementation of the collaborative activities of this Agreement; and
- e) any other function that the Parties may agree upon.





# ARTICLE VI

The Parties shall finance the cooperation activities with the resources allocated in their respective budgets, in accordance with their availability, budgetary allocation and the provisions of their national legislation.

The Parties may obtain and use alternative financing mechanisms to carry out the cooperation activities that are the object of this Agreement.

# ARTICLE VII INTELLECTUAL PROPERTY

If as a result of the performance of any of the cooperation activities in accordance with this Agreement, products of commercial value and/or intellectual property rights are generated, the participation of both Parties shall be recognized, guaranteeing recognition, rights and credits for researchers and teaching staff who contributed to the realization of such product, according to each particular case and governed by the applicable national legislation and international conventions on the subject, which are binding for the Bosnia and Herzegovina and Ukraine.

# ARTICLE VIII CONFIDENTIALITY

All information, data and intellectual property rights made available to either Party for the fulfillment of the objective of this Agreement shall be confidential and may only be disclosed to third parties with the prior written consent of the other Party, in accordance with the provisions of the applicable national legislation.

# ARTICLE IX USE OF LOGOS

The Parties may use their trade names or logos only for cooperative activities arising from this Agreement with prior written authorization.





# ARTICLE X LABOR RELATIONS

The personnel of each Party designated to carry out any joint activity shall continue to work under the direction and dependence of the Party to which they belong, and therefore no labor relations shall be created with the other Party, which are not subject to the regulation of this Agreement.

If in the performance of any cooperative activity employees of institutions other than the Parties are involved or provide any services, these persons shall continue to work under the dependence of the institution to which they belong and no labor relations shall be created with the Parties.

# ARTICLE XI ENTRY AND EXIT OF PERSONNEL

The Parties shall rely on their competent authorities to grant the necessary facilities for the entry, stay and departure of personnel officially involved in the cooperation activities arising from this Agreement. Such personnel shall be subject to the immigration, fiscal, customs, sanitary and national security provisions of the receiving country and may not engage in any activity unrelated to their functions. The personnel shall leave the receiving country in accordance with the laws and regulations of the receiving country.

# ARTICLE XII INSURANCE

The Parties shall promote that the personnel participating in the cooperation activities have medical, personal injury and life insurance, so that, in the event of an accident resulting from the development of such activities, this shall be covered by the corresponding insurance institution.

# ARTICLE XIII CIVIL LIABILITY

The Parties shall have no civil liability for damages that may be caused as a consequence of natural disasters or force majeure, particularly due to stoppage of academic or administrative work, in the understanding that once these events are overcome, the activities shall be resumed in the manner and terms determined by the Parties.





# ARTICLE XIV OTHER INSTRUMENTS

Cooperation within the framework of this Convention, shall be without prejudice to the rights and obligations that the Parties acquire or have acquired under other international instruments to which they are Parties.

# ARTICLE XV SETTLEMENT OF DISPUTES

Any dispute arising out of the interpretation or application of this Agreement shall be settled by the Parties by mutual agreement.

# ARTICLE XVI FINAL PROVISIONS

This Agreement shall enter into force as of the date of its signing, and shall remain in force for a period of five (5) five years, renewable for periods of equal duration.

This Agreement may be modified by mutual consent of the Parties, formalized through written communications, specifying the date on which such modifications shall enter into force.

Either Party may terminate this Agreement at any time by giving six (6) months prior written notice to the other Party.

The early termination of this Agreement shall not affect the conclusion of the cooperation activities that have been formalized during its term.

Signed in the city of Sarajevo, Bosnia and Herzegovina, on June 14th, 2024 and in the city of Kyiv, Ukraine, on June 17th, 2024.





#### BY INTERNATIONAL UNIVERSITY OF SARAJEVO

HERZEGOVINA

SARAJEVO, BOSNIA AND

BY NATIONAL TRANSPORT UNIVERSITY

**KYIV, UKRAINE** 

Prof. Dr. Ahmet YILDIRIM

RECTOR

IUS-REC-01-1883/2024

DR. MYKER DMYTRYCHENKO

RECTOR