

PARTNERSHIP AGREEMENT

Between

Name of University: National University "Zaporizhzhia Polytechnic"

Address: str. Zhukovsky 64, 69063 Zaporizhzhia, Ukraine

Representative: Prof. Viktor Greshita

Rector of National University "Zaporizhzhia Polytechnic"

and

Ostbayerische Technische Hochschule Amberg-Weiden (OTH)

Address: Kaiser-Wilhelm-Ring 23, 92224 Amberg, Germany

Representative: Prof. Dr. med. Clemens Bulitta

President OTH Amberg-Weiden

henceforth '*Contractual Parties*'

on the date, month and year given below jointly signed this partnership agreement
(*Agreement*)

I. Preamble

1. *National University "Zaporizhzhia Polytechnic* is a public higher education institution whose mission is to carry out education, research and development, and artistic or other creative activities. *National University "Zaporizhzhia Polytechnic* nominates the following contact person in charge of this contract:

Name: Dmytro Antoniuk

Position: Professor

Department: "Welding equipment and technology"

Contact Details: tel. +38 050 484-36-11, e-mail: oasdant@gmail.com,
interdep@zntu.edu.ua

2. *OTH Amberg-Weiden* is a public higher education institution whose mission is to carry out education, research and development (*Partner Institution*): OTH nominates **Dr. Annabelle Wolff**, director International Office OTH Amberg-Weiden (a.wolff@oth-aw.de) to be in charge of this contract.
3. *The Contractual Parties* declare with this contract their readiness to participate in and mutually assist with their mutual cooperation.

II. Subject of the Agreement

The subject of this *Agreement* is the agreement by the *Contractual Parties* on the form of their cooperation which by appropriate means and in appropriate amounts will enable the development of the partnership of the *Contractual Parties*.

III. Forms of Cooperation

1. Cooperation of the *Contractual Parties* which is the subject of this *Agreement* shall be realized in the form of development of mutually advantageous cooperation in fields which according to this contract involve the activities of both *Contractual Parties* regarding the development of mutual cooperation in education, research and development and the arts. Individual projects shall be discussed and documented in written form.
2. Cooperation between the *Contractual Parties* can be carried out in the form of:
 - a) Joint organization, arrangement and securing of the exchange of students of the *Contractual Parties*;

- b) Realization of reciprocal short-term and long-term study stays for students, lecturers and other employees of the *Contractual Parties* (i.e. *spring/summer/winter schools*);
 - c) Presentation of work of students, lecturers and other employees of the *Contractual Parties* and third parties, if applicable, by holding exhibitions;
 - d) Exchanging information, holding seminars, colloquia and symposia;
 - e) Joint **R&D** projects (note: hereby a separate contract will be prepared)
 - f) Other forms of cooperation to be decided by the *Contractual Parties* in written form.
3. With the signing of this *Agreement* the *Contractual Parties* declare that the knowledge gained from the cooperation described in this *Agreement* shall be used in joint activities, and they aim to actively exchange information in the field of cooperation using the latest information: technology.

IV. Character of the Agreement

1. This *Agreement* is an outline. The creation and realization of each and every joint project shall be carried out on the basis of a separate contract which will be based on this *Agreement* and in accordance with the applicable laws and regulations.
2. Both *Contractual Parties* will work together to create the best environment for fulfilling this *Agreement* and for fulfilling specific agreements in the fields as stated in the subject of this *Agreement* and in other mutually advantageous activities.
3. The *Contractual Parties* guarantee that the results obtained from the cooperation described in this *Agreement* will not be used without the agreement of the second contractual party and these results and other information obtained according to this *Agreement* are to be held confidential. All rights and confidentiality issues have to be documented for each project individually.
4. The *Contractual Parties* on the day of signing this *Agreement* have no financial liabilities to the second party. All activities arising from this agreement are subject to the availability of funding from each institution.

V. Final provisions

1. This *Agreement* comes into effect on the day of its signing by the authorized representatives of the *Contractual Parties* and any alterations and additions will be made with the mutual agreement of the *Contractual Parties* in the form of written numbered supplements.
2. This *Agreement* is valid for an undefined duration with the option of cancellation for both *Contractual Parties* with a two months' cancellation period, which comes into effect on the first day of the month following the notification of the second party.
3. This *Agreement* is prepared in two copies (2x in English language) of which one is held by *National University "Zaporizhzhia Polytechnic"* and one by *OTH Amberg-Weiden*

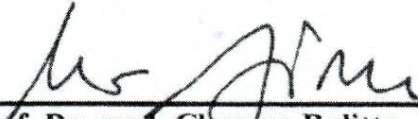
4. As a sign of endorsement of the above stated agreements which were decided upon freely, seriously and definitely, the authorized representatives of the *Contractual Parties* undersign this *Agreement*.

In Zaporizhzhia, date:

in Amberg, date 30. 5. 2022



Prof. Viktor Greshta
Rector of National University
"Zaporizhzhia Polytechnic"


Prof. Dr. med. Clemens Bulitta
President OTH Amberg-Weiden

