KU LEUVEN

STUDENT EXCHANGE AGREEMENT

between

(National University "Zaporizhzhia Polytechnic"), (Ukraine)
and
KU Leuven, Belgium

Both parties are hereinafter referred to as "the Parties".

Whereas the Parties agree to establish a mutual student exchange programme for the educational and cultural enrichment of both universities, they hereby confirm the following terms of cooperation:

Article 1 Duration of the Exchanges

Each Party agrees to exchange individual students for a semester or an academic year, preferably on a one-for-one basis.

Article 2 Balance in Student Numbers

Each year during the term of this Agreement, each Party may send up to 10 (ten) students to the partner institution. The number of students may be modified by written and prior agreement between the Parties. The aim is to maintain equal numbers.

Article 3 Academic Status

All students will remain enrolled as regular candidates for degrees at the home institution; they shall not be enrolled as candidates for degrees at the host institution. Credits toward the students' degrees in the home institution are to be awarded by the home institution. Students are expected to maintain the equivalent of a full-time course load at the host institution.

Article 4 Tuition

Students participating in this exchange programme shall register and pay tuition to their home university. They shall be exempt from paying any tuition or regular academic fees to the host university.

Article 5 Other Expenses

Each Party shall make a reasonable effort to assist participating students in finding suitable accommodation. Both universities agree that the following expenses shall be the responsibility of the students participating in the programme and that neither university can be held liable for these charges: accommodation, travel, medical insurance and medical expenses, books and other educational materials, food and subsistence costs.

The selected students shall prove to the home university that they have adequate funds for transportation to and from the home university and for subsistence during their exchange stay, if applicable. Students shall also provide the host university with any financial

documentation that is required for visa purposes, if applicable. Obtaining and maintaining appropriate visa status is the responsibility of each student.

Article 6 Eligibility

Although in some cases exceptions may be made, participating students shall be selected by their home institutions on the basis of the following criteria:

a. academic merit;
b. language ability;
c. willingness to learn, especially at the host university.

Article 7 Selection

Participating students seeking admission to the host university under the terms of this Agreement shall meet all specific requirements set out by the host university, including language proficiency.

Each Party reserves the right to reject candidates, in which case other candidates may be proposed. The exact study programme will be determined by the student following the approval of his or her supervisors, academic advisors or educational staff at both the home and host institution.

Article 8 Evaluation

The Parties shall provide each other with adequate information on the performance of the participating students as soon as possible following the completion of each student exchange. This will include a transcript of records or an equivalent document.

Article 9 Compliance with Regulations

Students participating under the terms of this Agreement shall be subject to the rules, regulations and codes of conduct of the host institution. The host institution shall have the right to dismiss any student who violates the host university's policies and rules. In such a case, the home university shall be notified within one week.

Exchange students at the host university shall enjoy all the rights and privileges enjoyed by other students on that campus.

Article 10 Liability

While each Party undertakes to bring to the notice of their students the rules and regulations of the host institution, each faculty acknowledges that the other is not liable for any loss, damage, cost or expense whatsoever incurred by or attributable to any behaviour or omissions by any of the students exchanged in accordance with this Agreement.

Neither Party shall be liable for any failure or delay in performance of any duties under this Agreement arising from or attributable to causes beyond the Party's control that could not have

been avoided by the exercise of due care, including, but not limited to: natural disasters; riots; war; epidemics; terrorist activities; government restrictions; failure of suppliers, subcontractors, or carriers; or the like. The impacted Party shall give the other Party notice of the failure or delay as soon as possible.

Article 11 Insurance

Students will be required to obtain adequate health insurance in accordance with the legislation of the host country and the instructions of the host institution. At KU Leuven, students will be required to take a third-party liability insurance upon arrival.

Article 12 Modification

This Agreement can be modified at any time only following prior written consent signed by both Parties.

Article 13 Assignment

Neither Party may assign any of its rights or delegate its duties under this Agreement without the written consent of the other Party.

Article 14 Scope of the Agreement

This Agreement contains the full agreement between the Parties with regard to the contractual relation between the Parties. It replaces all previous agreements, communications, correspondence, (oral or written) offers or other communications exchanged between the Parties with regard to matters relating to this Agreement.

Article 15 Partial Invalidity

If one or more of the provisions of the Framework Agreement is declared to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions and of the remaining part of the Agreement shall not in any way be affected.

Provisions that are declared to be invalid, illegal or unenforceable remain binding and enforceable to the extent permitted by law.

The Parties undertake to replace the invalid, illegal or unenforceable provisions both as to their content and to their purpose, by valid, legal and enforceable provisions which approach the Parties' intention to the maximum extent possible.

Article 16 Settlement of Disputes

The Parties shall make their best efforts to settle amicably any dispute or difference arising out of or connected with the Agreement. All questions or disputes related to the interpretation or implementation of this Agreement that cannot be solved in this way, shall be settled by a mutually agreed-upon third-party arbitrator. The provisions of this Agreement may only be

amended by mutual agreement in writing and signed by the authorized representative of each party.

Article 17 Coordination and Administration

Each Party agrees to appoint an overall Coordinator for the administration of this Agreement.

The Coordinators are:

For KU Leuven: Name: An Descheemaeker Title: Director International Office Address: 63 Naamsestraat, 3000 Leuven Telephone: +32 16 324021 Email: international.agreements@kuleuven.be	For National University "Zaporizhzhia Polytechnic" Name: Valeriy Naumyk Title: vice rector Address: str.Akademic Muravchenko 9;apt.9 69068 Telephone: +380676144330 Email: vnaumyk@gmail.com

Article 18 Privacy

The Parties agree that any personal data collected or generated pursuant to this Agreement will be processed fairly and lawfully by the Parties in accordance with the European Data Protection Directive. Each Party will ensure that it has in place and observes appropriate technical and contractual measures to ensure the security of the personal data and to guard against unauthorised or unlawful access to or processing of the personal data and against accidental loss or destruction of, or damage to, the personal data.

Article 19 Term of Contract

This Agreement will be valid and binding between the Parties for a period of five (5) years and will become effective on the last date of signature. During the one but last year, renewal for an additional five (5) year period will be considered. However, any students who have started their exchange experience at either Party at the date of termination may complete their courses of study.

Either Party may at any time decide to terminate the Agreement by informing the other party within a reasonable time so as not to prejudice the mutual interests of the two institutions or the students involved in the exchange. One-year written notice is recommended. In the case of termination, students who have already been notified of acceptance by the host institution shall be allowed to undertake and complete the student exchange in accordance with the terms of this Agreement.

KU LEUVEN

This Student Exchange Agreement has been signed digitally by duly authorized representatives of the Parties on the day and year written below.

For KU Leuven,

Prof. Luc Sels
Rector

Date: 7/07/2022

For National University "Zaporizhzhia Polytechnic"

Prof. Viktor Greshta
Rector

Date: