

**AGREEMENT ON STUDENT EXCHANGE (BACHELOR LEVEL)
BETWEEN
RWTH AACHEN UNIVERSITY
AND
NATIONAL TECHNICAL UNIVERSITY "Kharkiv Polytechnic Institute"**

RWTH Aachen University, Germany, Templergraben 55, 52056 Aachen, Federal Republic of Germany, represented by Rector Univ.-Prof. Dr. rer. nat. Dr. h.c. mult. Rüdiger, for its Faculty of Mathematics, Computer Science and Natural Sciences

hereinafter referred to as **RWTH**

and

National Technical University "Kharkiv Polytechnic Institute", 2, Kyrpychova str., 61002, Kharkiv, Ukraine, represented by Rector Prof. Yevgen Sokol for its Institute of Computer Science and Information Technologies

hereinafter referred to as **KhPI**

hereinafter together referred to as partner universities

conclude this agreement to promote student exchange between the two institutions.

Article 1 Aim and scope of the agreement

The aim of this agreement is to facilitate the academic cooperation between both partner institutions and to specify the terms under which students from RWTH, Faculty of Mathematics, Computer Science and Natural Sciences, Department of Computer Science, and KhPI, Institute of Computer Science and Information Technologies, can be exchanged.

This agreement concerns exchange of students of the Bachelor degree program "Computer Science" at RWTH and of the Bachelor degree program "Software Engineering" and "Computer Science" at KhPI.

The exchange program shall be administered with regard to admission, registration and assistance in finding accommodation by the international offices of both partner universities.

Article 2 Definitions

- (1) "Exchange student" is a student participating in the exchange program under the terms of this Agreement.
- (2) "Home university" is the university, in which the student is originally enrolled.
- (3) "Host university" is the university to which the exchange student is attached for the duration of the exchange period.

Article 3 Academic supervision

- (1) The field of study for each student shall be such that the host university can appoint a qualified advisor and provide appropriate courses of study. Each student shall determine the study program at the host institution in consultation with academic advisors of both home and host institutions. Depending on the study program, language requirements and/or other prerequisites may be imposed.
- (2) The host university appoints a tutor or a scientific advisor for the exchange student during her/his stay abroad period depending on the goals and objectives of the stay abroad period. It is a prerequisite for the exchange that a scientific supervisor is appointed before the student's arrival at the partner university. The task of a tutor or a scientific advisor is to conduct an overall organizational and/or scientific supervision of the stay abroad period.

Article 4 - Applications, selection and admission of students, tuition fees, costs, housing, academic services

The exchange of students under this agreement will be conducted in accordance with the following principles:

4.1 Applications

- (1) Students apply first for participation in the exchange degree program at their home institution; the home institution is responsible for screening the applications and providing the host institution with a list of selected and eligible candidates. Then nominated students follow the application process at the host university.
- (2) Applications to the host university for the participation in the exchange degree program must include a completed application form, verified copy of passport (or national Id card), learning agreement, a curriculum vitae, transcripts of records from the home institution, including courses and marks, a motivation letter from the student, and a letter of confirmation from the sending institution stating that the candidate has been nominated for this particular double degree program.

- (3) Applications must be received and complete at the host institution no later than April 15th for the upcoming academic year. Official decisions stating that the applicants have been accepted (or refused) should be sent directly to the students and to the contact person of the sending institution by June 1st.

4.2 Number of students

Each year, up to 20 students from KhPI may be enrolled at RWTH. However, the number of students may be modified by mutual consultation in advance.

4.3 Admission

- (1) All applicants must fulfil the admission requirements for students at RWTH Aachen and KHPI.

The selection is carried out in collaboration between the two institutions.

For students from KhPI to RWTH:

Students from KhPI must have completed at least 1 year of academic study at the home institution at the time they enroll at RWTH Aachen University.

4.4 Fees and costs

- (1) Both partner universities waive selection fees and tuition fees for students participating in the exchange degree program.

For students from KhPI to RWTH:

At RWTH all students are subject to paying a fee per semester covering the social security contribution (*Sozialbeitrag*) and free public transport in Aachen and the Aachen region. This is a compulsory fee and not a tuition fee.

- (2) Students will be responsible for covering living and travel expenses, health insurance, student union fee (if applicable) and other expenses arising out of the exchange.

4.5 Status of exchange students

For students from KhPI to RWTH:

Exchange students will be enrolled as "degree" students at the bachelor's level. They will be permitted the same freedom of choice in course selection as regularly enrolled students are. During the exchange period, all students shall abide by all policies and regulations in effect at the host institution.

4.6 Language requirements

- (1) In order to carry out her or his course of study, each student shall possess sufficient language proficiency, as specified by the host university.
- (2) As for English taught courses/study programs, exchange students at RWTH will be required to show proof of B2 level (e.g. Toefl ibt 90) of Common European Framework of Reference for Languages CEFR.
- (3) As for German taught courses/study programs, exchange students at RWTH will be required to show proof of B2 level of Common European Framework of Reference for Languages CEFR.
- (4) The home university shall make sure that exchange students meet these requirements.

4.7 Rules and Regulations

- (1) Students participating under this agreement shall be subject to the rules and regulations of the host institution during the entire duration of their stay. They will also have the rights and privileges enjoyed by other students enrolled at the host institution.
- (2) Students participating under this agreement have to be regularly enrolled at the partner institution during their stay abroad.

Article 5 - Study Plan and Course of Study under the Exchange Degree Program

Detailed conditions regarding the study plan and mobility plan shall be specified in the related Appendix. Each student will propose an individual study plan prepared according to the agreed curriculum for the total duration of the double degree program. A written study contract, i.e. the Learning Agreement, must be established at the host institution and then the home institution decides about validation according to its own criteria. This contract may be revised at any time in written form with seal of approval from the academic representative of the host institution.

Article 6 Organizational aspects

- (1) The host institution's International Office provides assistance concerning immigration documents, housing and general information about the university and the city.
- ~~(2) The approval or recognition for selected courses is agreed upon between exchange student and home institution.~~

Article 7 Documentation

Each university agrees to provide documentation of course work completed by the students at the host university (in English language). The home institution may give credits to each student according to its regulations.

Article 8 Financial responsibility

The partner universities do not bear the expenses of the exchange, especially not travel expenses, accommodation costs and health care fees. The partner universities inform their exchange students of their responsibility to cover these costs.

Article 9 Liability

- (1) The partner universities are liable without limitations in case of intention or gross negligence, violation of life, body or health. If a substantial obligation is violated due to slight negligence, liability is limited as to the damage predictable and typical for this cooperation.
- (2) The limitation of liability does also apply to the partner universities' employees' personal liability, representatives and bodies.
- (3) As long as the partner universities are not liable due to intent, claims due to breach of duty and tort shall lapse within 12 months.

Article 10 Law and jurisdiction

- (1) Any dispute arising out from this Agreement shall be resolved through amicable settlements. Both Parties agree to conduct consultation and negotiation prior to any litigation efforts.

Article 11 Duration, renewal and termination

- (1) This agreement shall be in force for 5 (five) years upon the date of last signature.

- (2) This agreement may only be renewed if both parties agree in writing on a renewal.
- (3) This Agreement may be terminated by either Partner University by sending a written notice to the other at least six (6) months in advance. In the case of termination, both Partner Universities will make necessary arrangements to ensure the appropriate completion of ongoing exchange program and the candidate selection processes.

Article 12 Final clauses

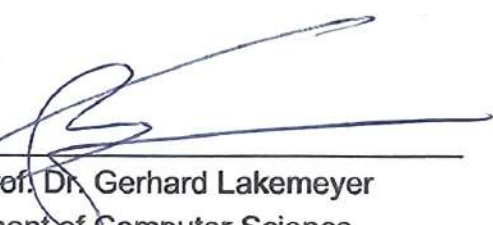
- (1) Obligations and rights resulting from this agreement shall not be entrusted or conveyed without the other partner university's prior written approval.
- (2) There have not been made any subsidiary agreements concerning this contract, whether orally or in writing.
- (3) Every change or amendment needs to be made in writing. The requirement of amendments and changes to be made in writing can only be contracted out in writing.
- (4) If a provision of this agreement is or becomes legally invalid or if there is any gap that needs to be filled, the validity of the remainder of the agreement shall not be affected thereby. Invalid provisions shall be replaced by common consent with such provisions which are legally allowed and come as close as possible to the intended result of the invalid provisions.

Date: 25.01.2023

For RWTH



Univ.-Prof. Dr. rer. nat. Dr. h.c. mult.
Ulrich Rüdiger
Rector



Univ.-Prof. Dr. Gerhard Lakemeyer
Department of Computer Science



Henriette Finsterbusch, Ph.D.
Director, International Office

Date:

For KhPI



Professor
Yevgen Sokol
Rector



Professor Mykhailo Godlevskiy
Director of Institute of Computer Science
and Information Technologies



Oleksandr Goncharov
Head of International Relations Department