

AGREEMENT BETWEEN



**THE TERNOPIL IVAN PULUJ NATIONAL TECHNICAL UNIVERSITY (TNTU), TERNOPIL,
UKRAINE**

AND



Indo-European Education Foundation
A Bridge between India, Poland and EU

INDO-EUROPEAN EDUCATION FOUNDATION (IEEF), WARSAW, POLAND

**REGARDING
THE ESTABLISHMENT OF THE “INDO-EUROPEAN CENTER” AT THE TERNOPIL IVAN PULUJ
NATIONAL TECHNICAL UNIVERSITY (TNTU), TERNOPIL, UKRAINE**

**30th January 2019
Warsaw, Poland**

The Ternopil Ivan Puluj National Technical University (TNTU)
and
Indo-European Education Foundation (IEEF),

hereinafter referred to as the “Parties”,

Having regard to the establishment of the Indo-European Center at The Ternopil Ivan Puluj National Technical University (TNTU) under signed MOU (Memorandum of Understanding), dated on September 15, 2017, in order to establish- academic, non-academic and industrial cooperation between India, Ukraine and other EU member states through IEEF platform.

Desirous of defining the terms and conditions governing the contribution that shall be granted to the said Center in this Agreement;

HAVE AGREED AS FOLLOWS:

Article 1 - Definitions

1. In this Agreement, “TNTU” refers to the The Ternopil Ivan Puluj National Technical University
2. “IEEF” refers to the Indo-European Education Foundation, Warsaw, Poland.
3. “Indo-European Centre” means “Representation of IEEF” at The Ternopil Ivan Puluj National Technical University for the purpose to improve regional cooperation with India and other EU member states.

Article 2 – Establishment

TNTU shall agree to take, in the course of February 2019, measures that are necessary for the establishment of the Centre, as provided for under this Agreement, herein after referred to as “Indo-European Centre” at TNTU.

Article 3 – Purpose of the Agreement

The purpose of this Agreement is to define the terms and conditions governing cooperation between TNTU and IEEF, as well as the rights and obligations of the Parties stemming therefrom.

Article 4 – Functions/Objectives

The primary objectives of the Center shall be:

1. To identify and strengthen TNTU’s role in the building new relations between academia and industries and strengthen ties between Ukraine and India.
2. To be a unique institutional Platform at TNTU, specially for Ukraine-India, EU cooperation to foster civil society dialogue and cooperation between individuals, enterprises, scholars, research institutions, universities, GOs and NGOs.
3. To foster opportunities for Ukraine, Indian and other European universities for collaborative research & publications with India.
4. To support and advice to the Ukrainian Universities (public & private) regarding new cooperation & research possibilities with India and Indian Universities.
5. To meet the challenges and expectations of research scholars, students and business elites.
6. To encourage Indian students to pursue higher education in Ukraine (at TNTU) at all level of studies- Bachelor, Master and PhDs, and provide support to the member/ Partner Ukrainian Universities for recruitment of highly qualified students from Indian region (India, Nepal, Sri Lanka, Bangladesh, Maldives) through our “CET-India Test”.
7. To co-operate with- local authorities, local and national government, universities, organizations, social & cultural organizations, individuals and legal entities in the region, country and abroad.
8. To support for the development and promotion of culture, arts and heritage for Ukraine in India, and India in Ukraine/Europe.
9. To create a provision of public awareness of the contemporary Indo-Ukrainian (Indian and Ukrainian) art collections.
10. To provide research and training programs for the industries, scholars and staffs as per requirement of internationalization of higher education and industries.

Article 5 – Executing Body

1. Center activities shall be guided and coordinated by the Executing Body.
2. Executing Body includes: IEEF and Rector of TNTU
3. Head of Indo-European Center at TNTU will be appointed by TNTU.

Article 6 – IEEF's Contributions

IEEF'll be providing assistance as needed- in the form of technical assistance for the execution of projects related with the Centre in accordance with the strategic goals and objectives of IEEF by:

1. Providing the assistance of its experts in the specialized fields of the Centre.
2. Sending members of its staff temporarily as may be decided by the Head of the organization on an exceptional basis, if justified by the implementation of a joint activities/projects within a strategic program priority areas.
3. Organizing regular meetings, workshops, seminars regarding IEEF directions of activities and collaboration with Ukraine-India-EU-non-EU countries.
4. Distribution of contact details of different organizations, scientists, research institutes, universities, NGOs and other organizations in India, Poland, EU and non-EU countries to the Centre.
5. Sharing templates of agreements of collaboration between different organizations, scientists, research institutes, universities, NGOs and other organizations in India, Poland, EU and non-EU.
6. Supporting TNTU in organizing meetings in Ukraine for the program activities of the Centre.

Article 7 – TNTU Contributions

TNTU shall:

1. Provide office place for Indo-European Centre at TNTU.
2. Provide local assistance for the office set-up and running local management.
3. Provide administration of the Centre- Head of the Centre and administrative staffs.
4. Provide accountant support to the Centre.
5. Create web-site of the Centre and include it in its catalogue, and other all marketing and other materials of TNTU.
6. Provide local academic and administrative support to IEEF in order to organize/conduct any activities (training, workshops, conferences, business meetings etc.) at TNTU or other part of Ukraine.

Article 8 - Use of IEEF and TNTU Name and Logo

The Centre is authorized to mention its affiliation with IEEF and TNTU and use their logos or logo versions thereof on its letter-headed paper and documents, including electronic documents and web pages in accordance with the conditions established by the governing bodies of IEEF and TNTU.

Article 9 – Non-competition clause

1. Signing of the Agreement does not constitute restrictions for the Parties in establishing cooperation with other entities, subject to express provisions of the Agreement, principles of fair competition and the obligation to keep the Confidential Information secret and not use them for purposes other than the implementation of the cooperation specified in the Agreement.
2. Parties undertake not to cooperate with companies or organizations applying the practice of unfair competition towards each other.
3. During the term of this agreement and also immediately after its termination, TNTU shall be obliged to refrain from any activity contrary to the IEEF's interests within the scope covered by the Agreement.

Article 10 – Copyright

1. The contracting parties agree that the IEEF retains copyrights of Indo-European Centre at TNTU, Ukraine.
2. At the same time, the programs and materials provided to TNTU, agreeing to their publication, processing and reproduction in the scope and quantity necessary to properly implement the provisions of this contract. The above does not constitute consent to transfer IEEF's materials and programs to third parties. Such action will require separate consent of IEEF.

Article 11 – Entry into Force

This Agreement shall enter into force following its signature by the contracting parties.

Article 12 - Duration

This Agreement is concluded for a period of 5 years as from its entry into force, and shall be extended for further 5-year period upon mutual written agreement of the Contracting Parties preparing Annex to this Agreement.

Article 13 - Denunciation

1. Each of the Contracting Parties shall be entitled to denounce this Agreement unilaterally having informed another party in written.

2. The denunciation shall take effect within 30 days following receipt of the written notification sent by one of the Contracting Parties to the other.

Article 14 - Revision

This Agreement may be revised by consent between TNTU and IEEF in written.

Article 15 – Settlement of Disputes

1. Any dispute between the Parties concerning the interpretation or application of this Agreement must be settled by negotiation or any other appropriate method agreed by the Parties.

2. Any disputes that may arise from the relationship covered by the Agreement and not settled mutually - shall be resolved by the Court having jurisdiction over the place of its registered offices Poland/ Ukraine.

3. By signing this Agreement, each party confirms that it has read its contents, acknowledged it and executed it and received a copy of the Agreement with the same content as this Agreement.

IN WITNESS WHEREOF, the undersigned have signed this Agreement,

Done in the City Warsaw, 30.01.2013 in two original copies, in English language.

SIGNATURES on behalf of:

TNTU



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