



**AGREEMENT TO PERMIT INTERNATIONAL STUDENT AND FACULTY
EXCHANGES
BETWEEN
UNIVERSITY OF CASTILLA-LA MANCHA
AND
UNIVERSITY OF STATE FISCAL SERVICE OF UKRAINE**

This Agreement to Permit International Student and Faculty Exchanges (the "Agreement") is entered into, by and between the Regents of the University of State Fiscal Service of Ukraine, and the University of Castilla-La Mancha, Spain (UCLM), collectively referred to as the "Parties" or "Institutions."

RECITALS

WHEREAS, Cordial relations exist between UCLM and University of State Fiscal Service of Ukraine; and

WHEREAS, UCLM and University of State Fiscal Service of Ukraine desire to collaborate on projects of common interest, to establish certain undergraduate and/or graduate student and faculty and/or staff exchange programs beneficial to each educational Institution, and to promote the development of joint studies, research and training activities, and other educational programs of mutual interest,

NOW, THEREFORE, in consideration of the above recitals and the mutual promises of the Parties contained herein, and for good and valuable consideration, the Parties hereby agree to the terms, conditions and understandings of this Agreement as follows:

TERMS

I. DEFINITIONS

- A. "Home Institution" is a party to this Agreement that sends its students, faculty and/or staff to the other Institution for the purposes of study, teaching, and/or research.
- B. "Host Institution" is a party to this Agreement that accepts the visiting students, faculty and/or staff from the other party for study, teaching, and/or research. The institutions in this Agreement can be both Home and Host Institutions.
- C. "Exchange" is the exchange of one undergraduate or graduate student for a period of one semester to one year.

- D. "Two-Way Exchange" is an equal exchange of students between the Parties. In this case, all students will pay their Home Institution all applicable tuition and fees.
- E. "One-Way Exchange" is where there is an imbalance in the exchange of students, when more students from one Institution want to study at the other Institution. In the case of the imbalance, the Host Institution will accept the additional students from the Home Institution and charge visiting students the prevailing tuition and fees for international students which will be paid directly to the Host Institution.

II. PURPOSE OF ESTABLISHMENT OF EXCHANGE PROGRAMS

The primary objective of this Agreement is to create a means for cooperative efforts between UCLM and University of State Fiscal Service of Ukraine to effect the academic interchange of students, faculty and/or staff and the academic and research information between the Parties. The Parties agree that this Agreement is incorporated into, and will provide the foundation and framework for, the particular projects developed by academic and administrative units from the two Institutions which may be memorialized in other Project Agreements.

The Parties involved in this Agreement desire to establish an exchange program in a broad range of fields of study. The exchange program will enable a student who has been registered full-time at his or her Home Institution to take courses at the Host Institution with a view to fulfilling some of the requirements for earning a degree at his or her Home Institution.

Each Party to this Agreement will maintain a "study abroad program" which it promotes to its students. In addition, each Party will provide adequate support services to meet the requirements of maintaining an active exchange as set forth in the guidelines of this Agreement.

III. STUDENT EXCHANGE

A. Exchange Goals. The number of students selected for exchange will be agreed upon each year based on written communications between the Institutions no later than three months prior to the beginning of the academic year. The goal is for equal Two-Way Exchanges, meaning an equal exchange of students; however, the Parties agree that temporary imbalances may be permitted in any year, subject to the agreement in advance by both Institutions, and subject to achieving parity of numbers over five years. Both Institutions agree to accept additional students upon the recommendation of the Home Institution and payment of tuition and fees as described herein.

B. Exchange Representative/Coordinator. Each Institution will identify a representative or student exchange facilitator who will keep the fellow Institutional coordinator continually informed and advised of the progress of the exchange student. The coordinators will be responsible for the direction and supervision of all activities of the exchanges under this Agreement, subject to the rules and regulations pertaining to each Institution. The representatives are:

1. For UCLM: Prof^a.Dr^a.D^aSATURNINA MORENO GONZÁLEZ
(Saturnina.Moreno@uclm.es) , Catedrática de Derecho Financiero y

Tributario y Prof.Dr.D.PEDRO JOSÉ CARRASCO PARRILLA
(PedroJose.Carrasco@uclm.es) , Profesor Titular de Derecho Financiero y
Tributario.

2. For University of State Fiscal Service of Ukraine: Prokopenko Iryna.

C. Exchange of Undergraduate and Graduate Students. The Parties will follow this process:

1. Students of either Institution who desire to engage in full-time, residential study in a degree-granting program at the other Institution must obtain, complete and submit an application form to the Home Institution. Students must meet all admission standards of the Host Institution and obtain all required approvals from the Home Institution.
2. Each Home Institution will review applications and recommend students for study at the Host Institution. All students selected by the Home Institution must meet the published admission requirements for reciprocal exchanges of the Host Institution.
3. Host Institution will make the final decision as to the acceptance of the student in each case, according to its admission policies governing students, and will notify Home Institution in writing of acceptance or rejection. Home Institution will notify its students of this decision.
4. Each student accepted by Host Institution will be expected to participate in the Host Institution at the same level of competency as any other student enrolled at the Host Institution.
5. The academic program for each student shall be determined before departure and shall be agreed upon between the appropriate members of Academic Staff/Faculty in the Home and Host Institutions according to their normal custom and practice. The Home Institution will also specify the credit arising from courses/modules taken at the Host Institution that will be allowed to count to the award of the Home Institution.

D. Enrollment and Visas. Participating students must enroll on a full-time basis for each semester of study exchange. Participating students will be required to obtain the appropriate student visa before study at the Institution begins.

E. Student Files: Upon written permission of the student, and no later than three months prior to the beginning of the proposed academic year or semester, each Institution shall forward to the other Institution the following student file materials:

1. Application form for the exchange program;
2. Copy of the student's academic record at the Home Institution;
3. Approval of the student's program of study by the Home Institution;
4. Financial statement to the effect that the student has the financial resources required to obtain a student visa;
5. Proof of language proficiency (ex. TOEFL, IELTS, the Host Department's proficiency exam, etc.).
6. Other applicable documentation needed to meet all visa requirements of the Host country.

- F. Exchange Academic Records. At the conclusion of the exchange period, the Host Institution shall send each student's academic performance record directly to student's Home Institution. The grades awarded to students for the courses/modules taken at the Host Institution will be sent directly by the Host Institution to the student's Home Institution, at the conclusion of each semester, once all outstanding financial balances, if any, have been paid. It shall be the sole responsibility of the Home Institution to convert these grades into its own grading system.
- G. Confidentiality. Parties agree to maintain the confidentiality of all student records as required or permitted by applicable law.
- H. Tuition, Housing, Transportation and Other Fees.
1. The tuition, fees, and costs applicable to the student's participation in the exchange shall be the responsibility of the student who shall remit payment in accordance with the Institutions' payment deadlines. Participating students in a Two-Way Exchange will pay tuition and fees to the Home Institution, and the Host Institution will typically not charge the visiting students any tuition or fees. However, if the Host Institution does charge any fees, the visiting students will be notified in advance of these fees. Participating students in a One-Way Exchange from a Home Institution without a corresponding exchange of a student from the Host Institution will pay tuition and fees to the Host Institution, and students will adhere to the payment timelines established by the Host Institution. The Institutions may agree to third party billing in these one-way exchanges.
 2. Additionally, each Institution is responsible for assisting, but not finding or providing, room and board for Host students.
 3. Each student must provide his or her own transportation to and from the Host Institution and while at the Host Institution.
 4. Upon initial registration of the first semester at either Institution, the participating exchange students may be charged a one-time matriculation fee.
 5. The obligations of each Institution are limited under this Agreement to the exchange of students and do not extend to partners or dependents. Expenses of accompanying partners and/or dependents are the responsibility of the exchange student.
- I. Health Insurance. Exchange students will be required to show proof of health insurance at the Host Institution as mandated by institutional policy, immigration law, or other laws or regulations. Students may be required to subscribe to the national health insurance (covering all possible health costs) and pay the appropriate fee for this coverage.
- J. Student Conduct and Academic Policy. While at the Host Institution, exchange students are subject to the student conduct and academic policies of the Host Institution for matters related to their program. The Parties agree that the academic requirements of both educational institutions shall be respected and that all current, applicable policies covering matters of academic responsibility and student conduct will be distributed to the other Party and carefully followed. A student may be returned home for violations of conduct considered serious by either Institution but only after consultation between the parties responsible for administering the Exchange Program.

IV. FACULTY/ STAFF EXCHANGE

The Parties agree to foster the exchange of faculty and staff. Exchanges may include opportunities for faculty to teach or conduct research during sabbaticals. Each Institution will be responsible for providing adequate office space during any agreed exchange. The Institutions will work with interested faculty and staff to provide appropriate remuneration for any teaching or other work performed at the Host Institution during the exchange. Each Institution will assist the faculty or staff in finding appropriate living accommodations during the period of the exchange. The specific terms of faculty and staff exchanges will be set forth in a separate Project Agreement.

V. COLLABORATIVE RESEARCH

Each Institution will encourage and support collaborative research between the faculties at each Institution. The specific terms of collaborative research will be set forth in a separate Project Agreement.

VI. ADMINISTRATION OF AGREEMENT

- A. Term. This Agreement shall be effective as of the date of the last signature below and shall remain in effect for a period of three years.
- B. Modification and Renewal. The Agreement may be modified and/or renewed for additional terms based on the mutual written Agreement of the parties.
- C. Termination.
 - 1. This Agreement may be terminated at the request of either Party by giving advance written notice of no less than sixty (60) days.
 - 2. If either Party fails to follow the terms and conditions of this Agreement, the other Party has the right to terminate this Agreement immediately upon written notice to the other.
 - 3. Should this Agreement be terminated prior to its anticipated expiration date, students then currently participating in exchange programs will be permitted to complete their programs.
- D. Liability. Both Parties agree to be responsible and assume liability for their own claims, damages and liabilities for any wrongful or negligent acts or omissions, or those of its officers, agents or employees acting under this Agreement to the full extent allowed by law.
- E. Insurance. Each Party shall maintain, at its own cost and expense and for the duration of the agreement, the minimum insurance coverages set forth below.
Commercial General Liability- ISO most current form. Coverage to include:
Premises and Operations
Personal/ Advertising injury
Products/ Completed Operations
Broad From Property Damage

Liability assumed under an Insured Contract (including defense costs assumed under contract)

Independent Contractors

Evidence of such insurance shall be provided to the other Party upon request.

- F. Force Majeure. Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement by reason of any circumstance beyond its reasonable control, including without limitation, fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies, any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body, labor unrest, including without limitation, strikes, slowdowns, picketing or boycotts; then the Party thereby affected shall be excused from its performance on a day-to-day basis to the extent of such interference.
- G. Nondiscrimination. The Parties agree to comply with all the federal, state, and local rules, regulations, executive orders, and laws forbidding unlawful discrimination which Institutions promulgate and to which Institutions are subject.
- H. Use of Names. Neither Party shall use the other Institution's name, or any name that is likely to suggest that it is related to the other Institution, in any advertising, promotion or sales literature without first obtaining the written consent of the other Institution.
- I. Notifications. All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to be given if hand delivered, faxed or mailed by certified mail, return receipt requested to the liaisons identified below, and effective upon delivery date or as indicated on facsimile transmittal or return receipt.

For UCLM:

International Relations

Director Esperanza Aranda

Building José Castillejo - Casa del Estudiante

Av. Camilo José Cela, s/n - Campus universitario

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ori@uclm.es

Site: https://www.uclm.es/misiones/internacional/movilidad/ori?sc_lang=en

For University of State Fiscal Service of Ukraine:

The University of State Fiscal Service of Ukraine

08201 Ukraine

Kyivska oblast

Irpin

Universitetska Str 31

Tel/fax:+38(04497)57571

Email:11.02@nusta.edu.ua

Site: <http://www.nusta.edu.ua>

VII. APPROVAL OF THE AGREEMENT

This Agreement will become effective upon being signed by the chancellor/president/or appropriate representative of both Institutions.

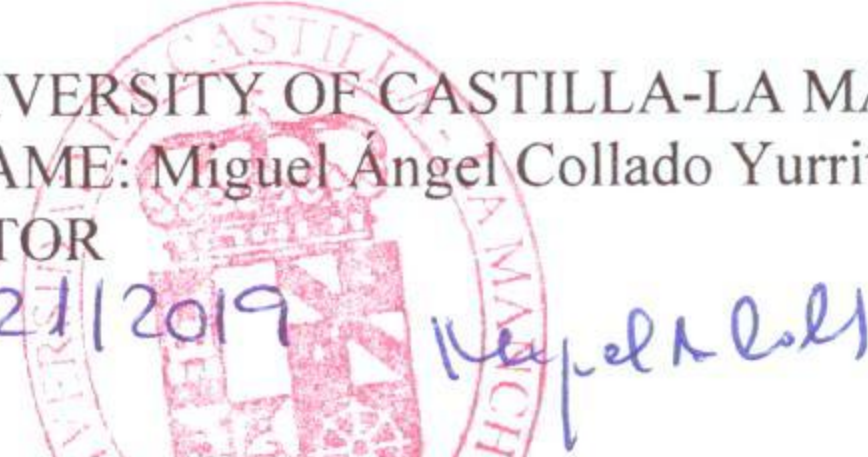
In WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed effective as of the date last written below.

BY THE UNIVERSITY OF CASTILLA-LA MANCHA

PRINTED NAME: Miguel Ángel Collado Yurrita

TITLE: RECTOR

DATE: 02/27/2019



BY THE UNIVERSITY OF STATE FISCAL SERVICE OF UKRAINE

PRINTED NAME: Pavlo Pashko

TITLE: RECTOR

DATE:

