

Mobility Agreement

between

The Yaroslav Mudryi National Law University

UKRAINE

and

**The University of Padua, Department of Public, International and
Community Law**

ITALY

ARTICLE ONE: PREAMBLE

On the basis of the Memorandum of Understanding signed on 17/04/2023 and in pursuit of common interests in teaching and research, The Yaroslav Mudryi National Law University (Ukraine) and the Department of Public, International and Community Law, University of Padua (Italy) agree to enter into an agreement to jointly start and implement cooperation programs aimed at facilitating interactions between the two institutions. The programs shall embody a reciprocal relationship between the two institutions, which shall be guided by the following provisions of this Agreement:

ARTICLE TWO: SCOPE OF COOPERATION

I. Undergraduate Student Exchanges

1. During the term of the Agreement, each institution may send up to three students (Full-Time Equivalent, FTE) per year to be enrolled at the other institution. Visiting students are expected to stay either one semester or up to one year. Both institutions will adjust the number of students over the duration of this Agreement, as necessary to maintain a reasonable balance.
2. Participating students under the terms of this Agreement shall be enrolled as non-degree/provisional students at the host institution for a period not exceeding twelve months with credit to be transferred back to the home institution.
3. Students participating in this exchange program shall pay tuition and fees at the home institution, and shall be exempt from paying such fees at the host institution. Each student will be responsible for arranging the necessary visa and for covering the cost of accommodation, international travel, insurance (including health), and other incidental expenses arising out of the exchange. No exchange of funds between the two institutions will occur.

4. Participating students seeking admission to the host institution shall meet the admissions requirements in effect for visiting student status at the host institution. Each institution reserves the right to reject candidates.
5. Students participating in the exchange program will be provided with a list of courses that will be available. Primary academic counselling is the responsibility of the home institution. Proposed course enrolment and alternates should be sent to the designated official of the host institution prior to the registration period. Reasonable efforts will be made to secure a seat for the exchange students in the preferred courses. When that is not possible, the designated official of the home institution should be notified immediately and agreement reached on an appropriate substitute course.
6. Students participating under this Agreement shall pursue an academic program developed in consultation with the students' home institution. At the completion of the study abroad period, the institution will provide each other with transcripts or letters stating the academic performance of each student. The determination of academic credit to be granted to the student for courses completed at the host institution is the responsibility of the home institution.
7. Students participating under the terms of this Agreement shall be subject to the rules and regulations of the host institution. They will also have the rights and privileges enjoyed by other students in the host institution.
8. Students will be nominated and recommended in writing by an official representative of their home institution at least two months before the starting date of the visit. Following the receipt of the application material, the institutions will provide those students accepted with the necessary documentation to obtain a visa.
9. In the event that academic or other problems arise during the course of the exchange, the host institution will immediately notify the home institution of the nature of the problem and the action that it proposes to take. The home institution shall attempt to resolve the problem with the student. If the problem cannot be resolved in this manner, the host institution may then take appropriate action through its established procedures. The hosting University shall not be considered responsible for the unfavourable effects arising from the delay of the communication or for any other inconvenience due to the sending University.
10. The calendar structures are as follows:

The Yaroslav Mudryi National Law University (Ukraine)		The University of Padua - Department of Public, International and Community Law	
1st term	September to January	1st term	October to January
2nd term	February to June	2nd term	February to June
Summer	July to August	Summer	July to September

II. Faculty Exchanges and Visits

1. This Agreement encourages both institutions to exchange faculty members to promote academic cooperation and educational program development. The two institutions will promote contacts and cooperation between their faculty members. It is to be emphasized that contacts and cooperation between faculty members create a strong basis for the development of joint training

programs, formulation of joint research programs, exchange of teaching materials, and exchange of students. Each institution may invite faculty members of the other institution for the purpose of lecturing or research for a specified period of time, subject to the approval of the home institution. The Parties agree that round-trip travel, board and accommodation expenses shall be covered by the sending University, unless the home institution (respectively, the Department of Public, International and Community Law for the University of Padova and the College of Law and Business) will have specific own funds to cover the aforementioned expenses.

2. Visits by faculty, and students are welcomed and encouraged. When an institution of this Agreement hosts visitors from the other, the institution may hold seminars, colloquia, special lectures, meetings, and others to strengthen the bonds of friendship and mutual understanding.
3. The release of faculty members under the exchange or visiting program will be worked out by the deans of both institutions. The resource commitments for such exchange will be agreed upon on a case-by-case basis.

III. Advanced Management Training Programs

1. Under this Agreement, both institutions will explore possibilities of collaboration in conducting middle and senior management training programs in relevant topics of importance to the global market with a view to promote the image of both institutions as disseminators of state-of-the-art knowledge in this field.
2. Both institutions will settle details of such collaboration on a case-by-case basis.

IV. Joint Research Projects, Conferences, and Seminars

1. Under this Agreement, both institutions shall explore opportunities of collaboration in research activities and joint international conferences to enhance the image of both institutions as quality service providers to related industries.
2. The details of such collaboration shall be worked out by both institutions on a case-by-case basis.

V. Other Academic Exchanges

Both institutions may formulate other mutually beneficial academic exchange programs based on requests from each other.

ARTICLE THREE: SPECIAL PROVISIONS

1. The obligations of the parties under this Agreement are only for the participants and include neither spouses nor dependents. Those who accompany the participants are the responsibility of the participant.
2. This Agreement places no financial obligations on either of the partner institution and their component schools.

3. Nothing shall diminish the full autonomy of either institution, nor should any constraints be imposed by either institution upon the other in carrying out this Agreement.

ARTICLE FOUR: DURATION

1. This Agreement, which will have to be coherent with the rules of the connected Memorandum of Understanding, shall be effective as of the latest signature date below and shall remain in force for a period of 5 years following this date, unless written notice is given by either Party; it shall in any case not remain in force after the expiration date of the connected Memorandum of Understanding.
2. Any modifications concerning the present Agreement may be made only by mutual consent in writing between the authorized representatives of the parties. As specific contact at the host institution the University of Padua names prof. Elena Buoso and the Yaroslav Mudryi National Law University names Ms. Olga Nanarova, Head of the Center for International Education and Innovative Development.
3. Either party may terminate this Agreement at any time by giving six months' notice in writing to the other party although such action will only be taken after mutual consultation in order to avoid any possible inconvenience to all concerned. Regardless of termination, the parties shall continue to fulfill their obligations hereunder until all participants who have commenced the program may complete the term in session at the time of termination or work that is in progress at the time of termination.

This Agreement is executed in two original copies, both in English, by authorized representatives of each institution, and both parties will retain one of the two original copies.

WITNESS OUR HAND AND SEAL:

Prof. Dr. Anatoliy Getman
Rector

Date 23.02.2023



Prof. Marcelo Daniele
Director
Department of Public, International
and Community Law

Date

