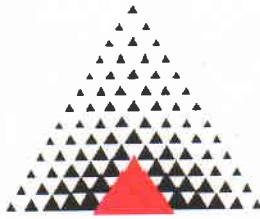


## AGREEMENT OF COOPERATION

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## AGREEMENT OF COOPERATION

between

**INSTITUTE OF CONSTRUCTION AND ARCHITECTURE  
SLOVAK ACADEMY OF SCIENCES,  
Bratislava, SLOVAKIA**

and

**the PIDSTRYHACH INSTITUTE FOR APPLIED PROBLEMS  
OF MECHANICS AND MATHEMATICS, NATIONAL ACADEMY  
OF SCIENCES OF UKRAINE,  
Lviv, UKRAINE**

### Preamble

**The Institute of Construction and Architecture Slovak Academy of Sciences** (hereinafter referred to as “ÚSTARCH SAV, v. v. i.”) located at Dúbravská cesta 9, 84503 Bratislava 45, Slovakia, and represented by Professor, Doctor. Ing. **Martin-Tchingnabé PALOU**, the Director, and **the Pidstryhach Institute for Applied Problems of Mechanics and Mathematics, National Academy of Science of Ukraine** (hereinafter referred to as “IAPMM”) located at 3-b Naukova Str., 79060 Lviv, Ukraine, and represented by the Full Member of the National Academy of Sciences of Ukraine (Academician), Professor, Doctor of Physics and Mathematics, **Roman Mukhaylovych KUSHNIR**, the Director, hereinafter referred to collectively as “**the Parties**” and individually as “**the Party**”, declare that they enter into this agreement on cooperation, hereinafter referred to as “**Agreement**”, under the following terms and conditions:

### Subject Matter

Understanding the necessity of developing and reinforcing institutional research and academic capacity, under the terms of this **Agreement**, the **Parties** agree to establish and promote friendly bilateral relations within the educational and cultural programs, research activities, and the exchange of technical and scientific information, expertise and personnel.

The **Parties** acknowledge that this **Agreement** is a framework, which does not alone constitute a binding obligation of either **Party** to perform any action. Legally binding agreements related to the collaboration set forth in this **Agreement** will be performed on a case-by-case basis, which together with this **Agreement** will define the specific terms and conditions of the collaboration.

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### Article 1

The **Parties** shall effect scientific and technical, academic, methodical, and cultural cooperation, as follows:

- 1.1. Joint scientific and technical collaboration based on the cooperation of the fundamental and exploring research including that on the orders of other countries.
- 1.2. Exchange on the mutual equivalent basis of scientific publications, training, and methodical materials, curricula, bibliographic, and reference manuals, as well as booklets and other materials that highlight the achievements of both **Parties**.
- 1.3. Equivalent invitation of the representatives of the partner institutions to participate in the scientific conferences and symposia those are of great importance and mutual interest.
- 1.4. Exchange of the academic staff and scientists for giving lectures and consultations, exchange of experience gained in the field of the scientific and methodical work as well as the exchange of post-graduate students, probationers, specialists to raise their qualification observing thereby the principle of equivalent quotas, obligatory approval by the Parties of each such an exchange in writing.
- 1.5. Joint preparation and publication of monographs, textbooks, manuals, scientific papers, etc.
- 1.6. Joint participation in European and other international projects.
- 1.7. In case of necessity, the **Parties** may coordinate the other forms of collaboration, negotiated in the additional **Agreement** to the present one.

### Article 2

- 2.1. The financial conditions of cooperation shall be effected on the principle of currency-free and equivalent exchange.
- 2.2. This **Agreement** sets forth the intentions of the **Parties** for increased collaboration, cooperation, and interaction and does not create any legally binding commitments.
- 2.3. In the case of mutual interest, the joint scientific and research work and other forms of collaboration envisaged by Article 1 can be effected on a paid contractual basis. If the **Parties** later agree to undertake specific joint projects with legally bindings obligations, they will develop separate written agreements for such projects, setting out each **Party's** contributions, deliverables, and budgets.

### Article 3

- 3.1. All activities carried out under this **Agreement** must comply with the Charter of the **Parties**.
- 3.2. Each **Party** undertakes to assume responsibility for its own actions and for the actions of its departments and academic staff during the period of validity of the **Agreement**.

### Article 4

In order to guarantee compliance with the conditions of this **Agreement**, each **Party** shall designate a Cooperation Coordinator who shall be the principal point of contact between the Parties for all matter relating to the cooperation.

Coordinators:

1. On the part of ÚSTARČH SAV v. v. i.: Professor, Doctor. Ing. **Martin-Tchingnabé PALOU**
2. On the part of IAPMM: Full Member of the National Academy of Sciences of Ukraine (Academician), Professor, Doctor of Physics and Mathematics, **Roman Mukhaylovych KUSHNIR**

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### Article 5

Any modifications or amendments to this Agreement require the written consent of both Parties.

### Article 6

- 6.1. This Agreement shall become valid upon its signing by the **Parties** and shall be valid for 5 (five) years from the date of its signing.
- 6.2. The **Parties** summarized the balance of the cooperation six months in advance before the expiry of its validity period and decide on the extension of the validity period of the **Agreement**.
- 6.3. This **Agreement** may be terminated by either party upon six months advance written notice.

### Article 7

Disputes arising under this **Agreement** will be settled by negotiations. If the **Parties** fail to settle the dispute through negotiations, it will be subject to the laws in force in the territory of Slovakia and Ukraine.

### Article 8

The **Agreement** is drawn up and signed in English in two original authentic copies, having the same legal force, one for each of the **Parties** that signed it.

The **Parties** to this **Agreement** hereby confirm their agreement to its terms by the following signatures:

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Acad. Prof., Dr.Sc.  
Roman KUSHNIR,  
Director



*M. Palou* 2022



*R. Kushnir* 2022