#### AGREEMENT ON STUDENT EXCHANGE

#### BETWEEN

#### KHARKIV STATE ACADEMY OF DESIGN AND ARTS

#### AND

### KONSTFACK UNIVERSITY OF ARTS, CRAFTS AND DESIGN

Kharkiv State Academy of Design and Arts (KSADA) and Konstfack University of Arts, Crafts and Design (Konstfack) have entered into this agreement to implement student exchange from KSADA to Konstfack under the following terms and conditions:

# 1. Background

This agreement is to establish a possibility for students from KSADA to take part in a semester of exchange at Konstfack.

# 2. Numbers of Exchange Students

KSADA may for each academic year nominate a maximum of 5 one semester students as exchange students at undergraduate and graduate level to Konstfack. However, Konstfack reserves the right to determine the final number of exchange students that will be accepted.

#### 3. Areas of exchange

The areas of cooperation will include any program offered at Konstfack.

Depending on availability, certain areas or subjects may be restricted.

### 4. Period of Enrollment

The period of enrollment at Konstfack should not exceed one semester. The extension of this period may in special cases be granted by mutual agreement.

# 5. Status of Exchange Students

The students will be enrolled at the KSADA as regular students and will be exempt from tuition fees, entrance fees and examination fees at Konstfack. The exchange student will be registered as a non-degree, non-graduating or not-for-degree student for the duration of study at Konstfack.

### 6. Acceptance Procedures

KSADA will screen and select students to participate in the exchange program and Konstfack will make the final decision on admission case by case based on the student's portfolio and the academic requirements for the proposed coursework. Konstfack will determine required language skills for admission in each case to ensure that exchange students have the minimum requirements to carry out their studies successfully.

### 7. Course Selection and Study Program

Students at KSADA must have their course selections approved by their home departments or program and appropriate academic authority to obtain transfers of credits towards their degrees.

# 8. Financial Responsibility

Personal expenses including travel expenses, accommodation fees, living expenses, educational material costs and other education-related costs of students participating in this exchange program, are the responsibility of the student.

#### 9. Academic Record and Accreditation

Konstfack shall evaluate the academic performance of each exchange student according to its rules and shall, upon completion of the duration of the study, send the academic record/transcript to KSADA or make a verifiable transcript of records available to the exchange student. KSADA may give credit to each student according to its regulations.

# 10. Assistance to exchange students

Konstfack will assist students in finding accommodation and to become integrated into their new social environment, but such assistance shall not include financial assistance.

# 11. Students' obligations

Exchange students are subjected to all rules and regulations of Konstfack.

Exchange students are subject to the rules and regulations of Konstfack in addition to those at KSADA.

#### 12. Insurance

Exchange students, or KSADA, shall ensure that the exchange student have a comprehensive health insurance and personal property insurance.

Inbound exchange students to Konstfack are provided with an emergency healthcare insurance and a Swedish State Insurance for Foreign Students in Sweden (STUDENT IN) which is valid within Sweden's boundaries.

#### 13. Program Coordination

Each party will appoint a liaison office and/or a program coordinator to ensure that the implementation and terms of this exchange program are carried out. The appointed offices or program coordinators will act as contacts for enquiries about the program and will ensure that the partner university has all information appropriate.

#### 14. Non-discrimination

Both parties subscribe to the policy of equal opportunity and will not discriminate on the basis of race, sex, sexual orientation, age, ethnicity, religion, or national origin. Both parties shall abide by these principles in the administration of this agreement and neither university shall impose criteria for the exchange of students which would violate the principles of non-discrimination.

# 15. Data Protection

Each party agrees to comply with all data protection laws applicable to such party, including, without limitation, Regulation (EU) 2016/679, known as the General Data Protection Regulation ("GDPR"), and the Data Protection Act 2018 (collectively, "Data Protection Laws"). Unless

otherwise defined in this Agreement, all capitalized terms used in this Section 9 have the meanings set forth in the GDPR.

To the extent the Data Protection Laws are applicable to the activities conducted under this Agreement, the parties agree as follows:

Each party will act at sole Data Controllers as defined in Regulation (EU) 2016/679.

The parties agree to provide such assistance that can be reasonably requested by the other party in order to comply with data protection laws. This assistance shall not make the assisting party liable for the others failure to comply with data protection laws.

For the avoidance of doubt, such assistance can include signing standard contractual clauses for controller-to-controller transfers, provide the applicants with information about Data Processing and, only if strictly necessary, collect Consent on behalf of the other party. When a party provides information or collect Consent on the behalf of the other, the Data Controller is responsible for the information and forms provided.

#### 16. Duration

This agreement shall be in force from March 28 2022 and be binding upon the parties for a period of three years from the date of this agreement, and is renewable.

# 17. Early Termination

Either party may terminate the agreement at any time during the term specified herein, provided at least six months written notice is provided to the other party. In the case of early termination of the agreement, the parties agree that any previously approved exchange shall continue and be completed as if the agreement had remained in force.

# 18. Dispute Resolution

Where a problem or dispute arises between the parties they will first seek to resolve that dispute between themselves and will use their best endeavors to settle the problem or dispute by direct negotiation. Where the problem or dispute continues the parties may elect a third party by mutual consent, who shall examine the problem or dispute and provide a recommendation. All expenses incurred in appointing the elected third party shall be shared equally by the parties.

This agreement is executed in duplicate, where each of the parties retains one original.

Signed for the parties as an International Student Exchange Agreement by:

Maria Lantz /

Vice-Chancellor

Konstfack University of Arts, Crafts and Design

Date: March 28, 2022

Oleksandr Sobolev

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Rector

Kharkiv State Academy of Design and Arts

Date: March 28, 2022