

The United Nations Educational, Scientific and Cultural Organization (hereinafter referred to as "UNESCO"), represented by its Director-General, Mr Federico Mayor,

and

The National Technical University of Ukraine "Kyiv Polytechnical Institute" (hereinafter referred to as the "NTUU"), represented by its Rector, Professor Mikhailo Z. Zgurovsky,

Considering that cooperation between countries in the field of higher education plays an important role in the training and development of human resources, which are important prerequisites for their socio-economic and cultural development,

Emphasizing that all universities and other higher education institutions stand to gain by mutually reinforcing their teaching, training and research capacities and by undertaking joint activities, based on equal partnership,

Being aware that increased international academic cooperation can make an important contribution to the promotion of a culture of peace and sustainable development,

Bearing in mind the objectives of UNESCO set forth in its Constitution and, more particularly, its role in promoting international academic cooperation,

Bearing in mind the need for innovative approaches to the acute social, economic and educational problems of countries in transition, particularly in the area of technical higher education,

Taking into account the experience of the UNITWIN/UNESCO Chairs Programme as a stimulus for academic cooperation through exchange, networking and other linking arrangements and as a means of ensuring the rapid transfer of knowledge and the overall development of various disciplines within higher education,

hereby agree as follows:

Kateryna Fomenko

Article 1

The NTUU, in cooperation with UNESCO, shall establish a UNESCO Chair in Technical Higher Education, Applied Systems Analysis and Informatics (hereinafter referred to as "the UNESCO Chair"). Its activities shall be carried out in collaboration with the relevant units of the UNESCO Secretariat, especially the Division of Higher Education and the Division of Engineering and Technology, as well as the UNESCO Institute for Information Technologies in Education in Moscow (hereinafter referred to as the "IITE"). It shall seek to develop relevant and innovative national and international training and research programmes related to the modernization of technical higher education, particularly with regard to the transdisciplinary use of systems analysis and informatics.

Article 2

The UNESCO Chair shall be located at the Institute for Applied Systems Analysis of the NTUU and shall be transdisciplinary in character. It shall collaborate, as appropriate, with higher education institutions in Ukraine and other countries. It may also collaborate with other international organizations, institutions, professional associations as well as relevant economic partners.

Article 3

The objective of the UNESCO Chair shall be:

- to establish training and retraining programmes for specialists dealing with various aspects of the modernization of technical higher education in Ukraine as well as other countries in the region, with a special emphasis on the wider, as well as transdisciplinary, use of informatics;
- to establish a programme of international cooperation related to teaching and research in the field of systems analysis and informatics, particularly in view of the needs of technical higher education;
- to undertake a regular analysis of emerging needs and conditions determining the process of reform in technical higher education and its implications for teaching, research and use of informatics;
- to disseminate relevant information related to the modernization of technical higher education.

Article 4

On the basis of the principle of academic freedom and the free flow of scientific information, and in a spirit of academic solidarity, the institutions and members of the academic community directly participating in the activities undertaken by the UNESCO Chair shall seek, through various forms of cooperation such as student exchanges, scholarships, curriculum and institutional development, staff exchanges with the relevant universities and other higher education institutions, especially those in Ukraine, to facilitate the transfer of knowledge among themselves on subjects related to the activities to be undertaken by the UNESCO Chair.

Article 5

The NTUU, in consultation with UNESCO, shall appoint the incumbent of the UNESCO Chair (hereinafter called the "Chairholder") who shall be selected, preferably through international recruitment, for a limited period following a procedure mutually agreed upon by UNESCO and the NTUU. The Chairholder shall serve primarily as a coordinator of the activities carried out by the UNESCO Chair.

Article 6

The programme of activities to be carried out by the UNESCO Chair and its development shall be the subject of a yearly review by the relevant body of the NTUU. UNESCO shall be informed of its conclusions.

Article 7

If applicable, the NTUU shall sign a contract with the Chairholder for a fixed period to be determined by it, giving the Chairholder the same rights and obligations as those of other scholars of the same category at the NTUU. The contract shall define the Chairholder's salary and benefits, travel allowances, installation and housing grants and medical insurance.

Article 8

The UNESCO Chair shall cooperate primarily with UNESCO. It will also seek to cooperate with other international organizations, particularly those of the United Nations system, whose work is relevant to its activities.

Article 9

In conformity with the overall principles of the UNITWIN/UNESCO Chairs Programme, the funding of the activities carried out by the UNESCO Chair shall depend mainly on the NTUU's own resources and contributions sought from outside donors. If a proposal is received and approved by UNESCO, the latter shall do its best to play a catalytic role in seeking sources for such funding. The NTUU shall grant the Chairholder the facilities necessary to accomplish his or her academic work and his or her research activities.

Article 10

The UNESCO Chair shall submit a report on its activities to UNESCO at least once every two years.

Article 11

The NTUU shall be entirely responsible for taking any measures it deems necessary to insure itself against loss, injury or damage incurred during the execution of the activities covered by the present Agreement. Neither the NTUU nor any member of its staff employed or involved in the execution of activities linked to the execution of this Agreement shall be considered an agent or representative of UNESCO or a member of UNESCO's staff, nor shall they enjoy any benefit, privilege, immunity, remuneration or reimbursement if not expressly foreseen in the present Agreement; moreover, they shall not be authorized to commit UNESCO to any expenses of any nature or to any other obligation.

Article 12

The present Agreement shall enter into force on its signature. It shall remain in force for the duration of the UNITWIN/UNESCO Chairs Programme, or until such time as either party may determine, if earlier than the conclusion of that Programme, upon giving the other party three months' written notice thereof.

Article 13

In the event of a dispute the parties shall make a good faith effort to settle it amicably. In the event an amicable settlement cannot be reached, any dispute arising out of or relating to this Agreement shall be settled by binding arbitration by a sole arbitrator appointed by mutual agreement, or, failing this, by the President of the International court of Justice at the request of any party.

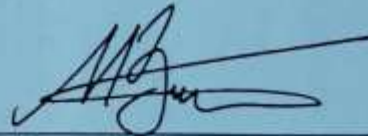
IN WITNESS WHEREOF, the undersigned, duly authorized to that effect, have signed two copies of the present Agreement in the English language.

For the United Nations Educational,
Scientific and Cultural Organization



Federico Mayor
Director-General

For the National Technical University
"Kyiv Polytechnical Institute"



Professor Mikhailo Z. Zgurovsky
Rector

Date: 23.12.98

Date: 16.01.99