**AGREEMENT**

**ON SCIENTIFIC COOPERATION**

between

## **THE UNIVERSITY OF RZESZÓW**

**Rzeszów, The Republic of Poland**

represented by the Rector - **prof. dr hab. n.med. Adam Reich**

with the countersignature of the Bursar of the UR – **mgr Marzena Filipek,**

address: ul. Rejtana 16 C, 35-959 Rzeszów, Polish tax identification number NIP: 813-32-38-822, Polish business identification number REGON: 691560040

hereinafter referred to as (**"Partner No. 1").**

**and**

**…………………………………………………………………………………………………..**

represented by

**……………………………………………………………………………………………..…….**

hereinafter referred to as (**"Partner No. 2").**

**hereinafter referred to collectively as ("the Parties"), ("the Partners").**

as follows:

  **§ 1**

The purpose of entering into this scientific cooperation agreement is:

1. conducting joint scientific research of the Parties, exchange of employees of the Parties, students of the Parties and educational programs, exchange of experience of educating students and young staff,
2. cooperation under Plan *The* *Excellent Sub-Carpatian region* *- comprehensive environmental study at the University of Rzeszów for the benefit of the region* conducted under the "Regional Excellence Initiative" Program - hereinafter referred to as ("**the** **Plan**").

**§ 2**

1. This Agreement shall not create any financial obligations for the Parties, nor shall it constitute a basis for financial claims for the other Party.
2. This Agreement is of a framework nature; detailed forms of cooperation between the Parties under the Plan shall be specified in separate agreements prepared by individual organizational units of the Parties (e.g. faculties, departments, colleges, institutes, etc.) and shall be signed by persons authorized to represent each of the Parties.
3. Separate agreements prepared for specific organizational units of the Parties should include, among others, specific data on: tasks, projects and forms of their implementation, the names of participants and the principles of their financing, information that will be treated as "confidential information".

**§ 3**

The Parties shall cooperate in the following areas:

a) exchange of lecturers for the purpose of delivering lectures and holding consultations,

b) exchange of scientific and teaching staff in order to conduct scientific research, and to participate in scientific conferences, etc.,

c) exchange of textbooks, educational scripts and other publications,

d) exchange of experience in organizing the teaching process and study programs in similar fields,

e) student exchanges (internships, student scientific conferences, etc.),

f) implementation of joint study programs,

1. implementation of joint research projects,
2. pursuit of the goals and activities provided for in Plan *The* *Excellent Sub-Carpatian region* *- comprehensive environmental study at the University of Rzeszów for the benefit of the region* conducted under the "Regional Excellence Initiative" Program,

i) mutual provision of scientific and research equipment free of charge in order to carry out research tasks specified in the Plan.

**§ 4**

In order to achieve maximum effectiveness of cooperation, the Parties shall develop all traditional forms of activities, including the organization of seminars, scientific conferences, and exhibitions, and shall invite interested organizations and companies. The Parties shall cooperate with business organizations, government administration and local government in order to carry out the activities covered by this Agreement and the agreements referred to in §2.

**§ 5**

1. Travel, accommodation and insurance expenses shall be covered by the sending Party.
2. Each Party shall make an effort to obtain external funds.
3. Fiancial rules for any mutual and separate projects shall be laid down in those projects.

**§ 6**

As regards the purposes referred to in §1 a:

a) The Parties undertake to comply with the conditions regarding the dissemination of the obtained research results in accordance with the protocol referred to in §2 section 1,i.e.: scientific and technical results, information, document, experience, knowledge, etc., which have been determined to be confidential.

b) Publications and other forms of publicizing scientific research results may be disseminated by written agreement of both Parties.

c) Research results and scientific and technical documents may be covered by possible patents and know-how (according to the requirements in force in a given country) and transferred between the Parties on the basis of separate arrangements).

**§ 7**

As regards the purposes referred to in §1 b:

a) In the event that, in the course of performing the subject matter of this Agreement, a work is created, both Parties to the Agreement agree to exercise copyright to the whole of this work by The Ministry of Science and Higher Education in Poland for the purposes related to the performance of Contract No. RID/SP0010/2024/1 concluded between The State Treasury, The Minister of Science and the University of Rzeszów - on on the basis of a non-exclusive license, territorially unlimited, permanent and unlimited as for the number of copies, arising from Contract No. RID/SP0010/2024/1 concluded between The State Treasury, The Minister of Science and the University of Rzeszów on any fields of exploitation, including the following fields of exploitation:

- recording and reproduction in whole or in part by producing copies works by any printing technique, magnetic recording, any graphic techniques as well as digital techniques;

- trading in copies in which the works have been recorded by placing them on the market, lending them or renting their copies;

 - distributing through public exibition, screening and public presentation in such a manner that everyone may have access to them at any time and place of choice, particularly by entering them into the computer's memory and uploading it to the Internet, including on the Minister’s website;

- use by placing/applying on movable or immovable property.

b) Both Parties give consent to the Minister of Science and Higher Education to permit third parties to use the works referred to in section a) for informational and promotional purposes in the following fields of exploitation:

- recording and reproducing, in full or in part, by producing copies of works using any printing, magnetic recording, or graphic or digital techniques;

 - trading in copies in which the works have been recorded by placing them on the market, lending them or renting their copies;

 - distributing through public exhibition, screening, and public presentation in such a manner that everyone may have access to them at any time and place of choice, particularly by entering them into the computer's memory and uploading it to the Internet, including on the Minister’s website;

c) The license referred to in sections a) and b) is valid from the date the works referred to in section a) are made available to the Minister/delivered to the Ministry.

d) The Parties undertake to:

* place in all works and on all materials (electronic or paper version), in particular: on information, training and promotional materials and publications created in connection with the implementation of the Plan, the name and logo of the Ministry of Science and Higher Education (available for download on the website of the Minister) and other graphic symbols provided by the Minister of Science, as well as the information that the Plan is financed by the Minister. The information should read ,,Dofinansowano ze środków Ministra Nauki w ramach Programu „Regionalna inicjatywa doskonałości" (for a partner in Poland) or its equivalent in English (for a foreign partner) which reads: "This/ research/activities were supported by the Minister of Science of the Republic of Poland under the Program "Regional Initiative of Excellence”;
* include in any information and promotional materials published in connection with the

 implementation of the Plan on the University's website, the name and logo of the Ministry of Science and Higher Education in Poland, and other graphic symbols provided by the Minister of Science in Poland, as well as the information that the Plan is financed by the Minister. The information should read: "Dofinansowano ze środków Ministra Nauki w ramach Programu „Regionalna inicjatywa doskonałości" or its equivalent in English: "This research/activities were supported by the Minister of Science of the Republic of Poland under the Program "Regional Initiative of Excellence”;

* mark the Ministry as „Dofinansowano ze środków Ministra Nauki” in the content of messages, posts, and information and promotional materials published in connection with the implementation of the Plan on the University's social media profiles and tagging these materials with the following hashtags: #RID, #nauka i #regionalnainicjatywadoskonalosci. In the case of a foreign partner, the equivalent content is: "Co-financed by the Minister of Science of the Republic of Poland" and #RID, #science and #regionalnainicjatywadoskonalosci

e) when implementing the Plan under this Agreement, the Parties are required to ensure architectural, digital, and information and communication accessibility for persons with special needs, at least to the extent specified by the minimum requirements referred to in Art. 6 of the Act of 19 July 2019 on ensuring accessibility for persons with special needs (Journal of Laws of 2022, item 2240). If the Parties are unable, particularly for technical or legal reasons, to ensure architectural, information and communication accessibility for a person with special needs, the Parties are required to provide such a person with alternative access in the sense of the Act referred to in the preceding sentence.

f) When performing the Agreement, the Parties are required to use solutions ensuring accessibility referred to in the Act indicated in section d, in a manner that is adequate to the type and scope of activities provided for in the Plan, the nature of this Plan and its results.

**§ 8**

1. This Agreement is concluded for an indefinite period and shall enter into force on the date it is signed by both Parties.
2. This Agreement may be terminated at any time by either Party upon three (3) months' written termination notice to the other Party.
3. This Agreement may be amended at any time by mutual written agreement of the Parties or else shall be null and void.
4. The provisions of Polish law shall apply to this Agreement.

5. The competent court to resolve any disputes arising from this Agreement shall be the competent court in Rzeszów.

**§ 9**

This Agreement has been prepared in 3 identical counterparts in Polish (2 counterparts for The University of Rzeszów and 1 counterpart for The Partner) and has the same legal efffect for each of the Contracting Parties.

**PARTNER No. 1 PARTNER No. 2**

**University of RzeszÓw**

[www.ur.edu.pl](http://www.ur.edu.pl)

**prof. dr hab. n.med. Adam Reich**

## Rector Rector

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Place, date Place, date