Załącznik nr 7b do zarządzenia nr 78 Rektora UJ z dnia 14 lipca 2021 r.

**STAFF EXCHANGE AGREEMENT**

**BETWEEN**

**JAGIELLONIAN UNIVERSITY IN KRAKÓW, POLAND**

**[NAME OF UNIT]**

**AND**

**[NAME OF INTERNATIONAL INSTITUTION, CITY AND COUNTRY]**

**[NAME OF UNIT]**

The Jagiellonian University in Kraków, [name of unit], and ….. [name of the international institution], [name of unit], hereinafter referred to as the ‘Parties’ hereby enter into the Agreement, based on a foundation of mutual trust, principles of equality and mutual benefit, in order to develop activities of mutual interest.

**1. SCOPE OF CO-OPERATION**

1. The Agreement will refer to the following activities:
2. exchange of faculty members and non-academic staff;
3. exchange of scientific materials, publications and information;
4. joint conferences and academic programmes;
5. joint degree programmes/dual degree programmes;
6. joint research activities and publications;
7. …………………..
8. Specific details related to the aforementioned activities shall be subject to negotiation between the Parties. All financial arrangements shall depend on availability of funds and be included in Appendixes as integral part of the Agreement.
9. This Agreement does not include Jagiellonian University Medical College (*Collegium Medicum*).

**2. SHORT-TERM STAFF EXCHANGE**

**General conditions**

1. The Parties can nominate academic and non-academic staff\* for short-term visits. The annual quota of the exchange will be ….. days. / The exchange quota is agreed for …….. staff members for ……. days each per year from each side\*.
2. While parity in the number of exchanges is the goal, the Parties recognize that this may not always be possible. Every effort will be made to achieve parity over a period of the validity of this Agreement.
3. Processing of personal data of exchange participants from [name of the international institution] is based on data protection laws in Poland. The Home University will inform their participants about this stipulation.

**Responsibilities of the Home University**

1. The Home University is responsible for the selection of participants of the exchange.
2. The Home University will ensure that their exchange participants have a comprehensive health and accident insurance that is valid throughout their travel and the whole stay at the Host University.
3. The Home University will be responsible for sending all necessary application documents requested by the Host University.

**Responsibilities of the Host University**

1. The Host University will cover the subsistence expenses of participants of the exchange: accommodation and per diem / only accommodation\*.
2. The Host University will not be responsible for any personal expenses, debts, costs of damages incurred for the duration of the exchange, and any other costs incurred or arising from this Agreement. The Host University will not be held responsible for any accidents, diseases, damages or other cost-related events which may occur in relation to the Agreement. The Home University will inform their exchange participants about this disclaimer.

**3. CO-ORDINATION OF THE AGREEMENT**

1. Each Party shall send communications or notices pertaining to this Agreement to the other Party at the relevant address set forth below or to another address designated by that other Party through written notice.
2. Each Party shall designate a person or office to serve as a liaison for implementing this Agreement.
3. For the Jagiellonian University in Kraków, the contact person will be [name, address, phone, e-mail]. For [the international institution], the contact person will be [name, address, phone, e-mail].

**4. TRADEMARKS**

1. Each Party grants, for the term of this Agreement, a limited, non-exclusive, royalty-free license to use its logo and name (‘Trademarks’) to the other Party, solely for the promotion of this Agreement and any joint programmes and projects developed hereunder.
2. Each Party agrees that each time it reproduces and/or republishes the other Party’s Trademarks it shall do so in a form identical to that provided by that other Party, without alteration.
3. Each Party agrees to use the other Party’s Trademarks in a careful and prudent manner. Except as otherwise set forth in this paragraph, each Party agrees not to use the other Party’s name, trademarks or other intellectual property in any manner whatsoever without prior written consent in each instance.
4. The Parties acknowledge by this Agreement that they acquire no right, title or interest in the other Party’s Trademarks whatsoever other than to use the Trademarks in accordance with the terms and conditions hereof. The use of each Party’s Trademarks may not be assigned, transferred, shared or divided in any manner by the other Party without the prior written consent in each instance.

**5. AMENDMENTS, RENEWAL, TERMINATION**

1. The Agreement will be open to subsequent modification through mutual discussion and written consent of the two Parties. It shall be signed and remain in effect for a period of ….. years. The Agreement may be renewed for another ….. year period by mutual written consent at least 6 (six) months prior to the expiration of the term.
2. The Party wishing to terminate this Agreement must express its will in writing at least 6 (six) months prior to the expiration of the term. In case of early termination the Parties will take necessary measures to avoid damages to each other or to the third parties. The Parties will continue with the actions in progress at the time of early termination until these actions are concluded.
3. This Agreement is executed in English in two identical and legally equal copies. Each Party shall retain one original copy of the Agreement. / This Agreement is executed in Polish and in [language of international institution] in four legally equal copies, two copies in Polish and two copies in [language of international institution]. Each Party shall retain one original copy of the Agreement in each language version. The Polish version shall prevail.\*

**6. DISPUTE RESOLUTION**

Any dispute arising under or in connection with this Agreement which cannot be resolved by amicable discussions between the Parties shall be jointly referred to the legal authorities of both Parties or their nominees for resolution. In the unlikely case the dispute remains unresolved, it shall be resolved by the competent jurisdiction of the defendant.

In witness whereof, the representatives of the Parties have executed this Agreement in … counterparts.

For the Jagiellonian University in Kraków

For [the international institution]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
[name of the person, position]

Kraków, on …………

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Countersignature of the JU Bursar

if applicable]

\* delete as appropriate

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[name of the person, position]

………., on ……………….