Annex 4 - Agreement between the Beneficiary and the Project, Project Regulations 30.11.2021

Contract of student participation in project No. .........................

as part of the "BUT InterAcademic Partnerships" project

agreement no PPI/APM/2018/1/00033/U/001

conducted in……………….. on ………………… 201… r.

between

Bialystok University of Technology, 45A Wiejska Street, 15-351 Białystok hereinafter referred to as the “University”, represented by Mrs/Mr [name, surname]: ............................................., being the Beneficiary in the Agreement for the implementation and financing of the project under the *International Academic Partnerships Programme* (hereinafter the Programme), concluded with the Polish National Agency for Academic Exchange, hereinafter referred to as the “Agreement with the University”.

and

Mrs/Mr: [name, surname: ................................................................................. permament address……………………………………………… PESEL ………………………………… no ID…………………………………………….]

hereinafter referred to as the “Project Participant”

Definitions used in the Regulations:

1. Project: „BUT InterAcademic Partnerships”;

2. Project regulations: regulations of „BUT InterAcademic Partnerships”;

3. Project Participant - a person qualified to participate in the project;

4. Action: action defined by the Regulations and the content of the Project;

5. Agreement: contract for participation in the Project.

**Provisions of the agreement:**

§ 1 - Subject-matter of the agreement

1. The subject of the Agreement is participation of the Participant in the "BUT InterAcademic Internships" Project on the basis of an agreement with NAWA for co-financing No.PPI/APM/2018/1/00033/U/001.
2. The Project Participant shall represent and confirm that she/he has read the Programme documentation and the obligations imposed on her/him in the Agreement with the University and the referenced therein and accepts them.
3. The University will provide the Project Participant with funding for the implementation of the action (choose the right one):

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Zad. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 18 |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

(the action numbers correspond to the numbers of activity listed in §5 of the Project Regulations)

1. The Project Participant receives co-financing and undertakes to carry out the action referred to in paragraph 3.
2. The Project Participant declares that she/he has read and accepts the terms of this Agreement.

§ 2 – Duration of the Agreement

1. The Agreement shall enter into force on the date of its conclusion, i.e. after signing by the last party.
2. The Action will start on.................. and will end on........................

§ 3 – Action Settlement

1. The Project Participant undertakes to complete an evaluation survey within the time-limit and on the terms set out in the Programme.
2. The Project Participant is obliged to provide, depending on the nature of the Action, a suitable certificate proving the proper implementation of the Action, the model of the certificate constitutes Annex 9 to this Agreement.

§ 4 – Copyright

* + - 1. After completing the Action, the Participant undertakes to submit a Declaration on works constituting Annex No. 10 to the Agreement.
      2. In the case of a declaration confirming the creation of the work, the Participant undertakes to conclude an Agreement for transfer of copyrights (the contract template is attached as Annex 11 to the Agreement) to works created as part of the Project.
      3. The contract referred to in paragraph 2 shall be placed immediately after informing the Participant by the University via e-mail to the e-mail address indicated in the Participant Form.
      4. At the same time, in the contract referred to in paragraph 2, Bialystok University of Technology will grant to the Participant a free license for an indefinite period, without territorial restrictions on the use of the above-mentioned works, in all fields of exploitation, which includes the contract referred to in paragraph 2, along with the permission to exercise the dependent copyright.
      5. Works created as part of the project, e.g. presentations, materials for trainings, workshops, conferences, etc., are considered works.
      6. In case of lack of possibility of transferring the property copyrights to the work to the Bialystok University of Technology resulting from the necessity of transferring those rights to the publishing house publishing the Work, the Participant is obliged to include in the text information about financing obtained from NAWA funds according to §10 and immediately notify the Bialystok University of Technology about this fact. In such a case §8 paragraphs 2-4 do not apply.
      7. In the event of failure to comply with the obligations referred to in paragraphs 2 and 6, the Participant will be required to reimburse all financial costs incurred by BUT under the Project in connection with the publication of the work.

§ 5 – Final provisions

1. Any amendment to this Agreement shall require a written annex, otherwise it shall be null and void.

2. The rights and obligations under this Agreement shall not be transferred to third parties.

3. Regulations shall govern the Agreement if legal issues arise.

4. The Parties will endeavour to resolve any disputes arising out of or in connection with this Agreement amicably. Any legal disputes arising from this Agreement shall be resolved in accordance with the Polish applicable legislation.

5. The contract has been drawn up in two identical copies, one for each party.

6. The contract comes into force on the day of its conclusion.

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Project Participant For the University

Name and surname Name, surname and position

Signature……………………………... Signature …………….………………….

Place and date ………………… Place and date…………………..……..

Stamp of the University

**Annex:**

1. Project Regulations BUT InterAcademic Partnerships