THE COOPERATION AGREEMENT
between
THE UNIVERSITY OF WARMIA AND MAZURY IN OLSZTYN
(REPUBLIC OF POLAND)
and
IOWA STATE UNIVERSITY OF SCIENCE AND TECHNOLOGY
COLLEGE OF AGRICULTURE AND LIFE SCIENCES
(UNITED STATES of AMERICA)

University of Warmia and Mazury in Olsztyn (UWM), located in Olsztyn at Oczapowskiego Str. 2, 10-719 Olsztyn, Poland, represented by Rector – Prof. Dr. Ryszard Górecki and the Iowa State University of Science and Technology (ISU), in Ames, 1550 Beardshear Hall, IA 50011-2021 USA, represented by Senior Vice President and Provost – Prof. Jonathan Wickert, hereinafter called “Parties”, having an intention to establish the scientific, research and educational cooperation have decided to sign the present Agreement.

Article 1
The Coordinators and the Faculties participating in the implementation of the Cooperation Agreement shall be, from UWM:
The Faculty of Animal Bioengineering, coordinator -Prof. Dr. Wiesław Sobotka,

and from ISUST:
The College of Agriculture and Life Sciences, coordinator -Dr. Jacek Koziel, Assoc. Prof.

Article 2
The cooperation in research and science as well as education shall concern:
1. Long-term and short-term exchanges of faculty and staff: sabbaticals, visiting professorships, research collaboration, and other activities in areas of mutual interest and expertise are contemplated.
2. Conducting research and teaching programs concern scientific issues of interest to both Parties.
3. Arranging bilateral seminars.
4. Exchange of expertise between research and educational staff.
5. Publication of science works in periodical of both Parties.
6. Exchange of students and educational staff depending on available educational programs or separate bilateral agreements.

Article 3
1. The Parties shall conduct the academic staff exchange by means of formal letters of invitation. The invitations will be sent by the Rectors or by the Deans authorized by them.
2. The aim of the academic staff exchange is: participation in scientific conferences, seminars, symposiums as well as exchange of expertise, to define plan of cooperation and joint discussions on up-to-date scientific issues of interest to both Parties.
3. Exchange of students within educational programs of both Parties is treated as a continuation of the course of study at a partner university and will be held under the terms of the program.

Article 4
The detailed conditions of cooperation, especially the financing mechanisms, plan of exchanges of the academic staff and students of both Parties shall be specified in separate Educational Program Annexes to this Agreement for each particular case.
An Educational Program Annex concerning any specific program or project shall provide details concerning the specific commitments made by each cooperating institution including, but not limited to, such topics as orientation for visitors from other institution, financial responsibilities, tuition and fees, use of facilities, student admission and enrollment, faculty assignment, curriculum and academic standards, research protocols and other services provided to assure a successful program.

Article 5
The scope of the activities to be undertaken under this Agreement shall be determined by the funds regularly available at both cooperating institutions for the types of academic and/or research collaboration undertaken and by any financial assistance as may be obtained by either cooperating institution from external sources to support the activity.

Article 6
Except as may be stipulated in any specific Educational Program Annex, each cooperating institution shall be responsible for any travel, living or operational expenses incurred by its employees or agents under this Agreement.

Article 7
Each cooperating institution agrees to be responsible for the liabilities arising out of their own conduct and the conduct of their officers, employees and agents as related to the academic exchange, cooperation and collaboration activities undertaken pursuant to this Agreement.

Article 8
Each cooperating institution agrees that their business relationship is as an independent contractor and nothing in this Agreement shall be construed to create a legal partnership, joint venture, employment or agency relationship. Each cooperating institution is responsible for its own debts and liabilities created under this Agreement. With respect to employee compensation for services provided pursuant to this Agreement, each cooperating institution shall be responsible for withholding of taxes, workers’ compensation and other employment related taxes and benefits regarding its own employee’s.

Article 9
Neither cooperating institution shall use the other institution’s name, trademarks or logos or the names of any of its employees in any publicity or advertising, including endorsements, without the prior written consent of the other institution. However, the foregoing shall not prohibit either cooperating institution from disclosing general factual information about the existence of this Agreement or the other institution for purposes other than publicity, advertisement or endorsement.

Article 10
The present Agreement will be in effect for five years. When signed, Agreement does not exclude a possibility of undertaking other cooperative activities which may be subject of an Annex to the present Agreement. The agreement may be terminated by either party by giving a written notice three months in advance. Provided, that all students enrolled in a course of study under the Agreement at the time such notice is given have the right to complete their respective courses of study under the agreement. Either cooperating institution has the right to terminate its obligations under this Agreement for reasons of force majeure, which is defined as circumstances beyond the control of the institution that effectively prevents the institution from performing its obligations under the Agreement.
Article 11
Any alteration to the contents of this Agreement or to particular stages of mutually pursued projects should be concluded in the written form by mutual consent; otherwise it shall be null and void.

Article 12
The present Agreement is signed in two copies in the Polish language, and in two copies in the English language, both texts are legally valid. The Parties receive one copy in either language.

Article 13
The Parties agree that the governing law for the appraisal of legal consequences resulting from this Agreement as well as the assertion of any claims is the law binding within the territory of the United States of America.

Article 14
All disputes which might arise from this Agreement shall be resolved by the Rector of the University of Warmia and Mazury in Olsztyn and the Senior Vice President and Provost of the Iowa State University of Science and Technology or by the persons authorized by them on the basis of the powers of attorney granted in writing in the process of the conciliation procedure. This Agreement and any Educational Program Agreements based on this Agreement are created based on the common trust and good faith of the cooperating institutions. In the event of a dispute, the cooperating institutions shall make good faith efforts to communicate, understand, negotiate and obtain an amicable resolution.

Article 15
This Agreement shall be in force from the date of signing by both Parties.

Agreement signed by:

University of Warmia and Mazury in Olsztyn, Poland

Iowa State University of Science and Technology in Ames, USA

Signature

Prof. Wendy Wintersteen
ENDOWED DEAN, COLLEGE OF AGRICULTURE AND LIFE SCIENCES

Signature

Prof. Dr. Ryszard Gorecki
RECTOR

Signature

Prof. Jonathan Wickert
SENIOR VICE PRESIDENT AND PROVOST

Date 03.10.2014

Date 16.21.2014