

U C H W A Ł A Nr 227

Rady Wydziału Geodezji, Inżynierii Przestrzennej i Budownictwa
Uniwersytetu Warmińsko-Mazurskiego w Olsztynie
z dnia 29 czerwca 2015 roku

w sprawie: **wyrażenia opinii dotyczącej zawarcia Porozumienia o współpracy z Universitat Politecnica de Catalunya (Politechnika Katalońska w Barcelonie, Hiszpania)**

Na podstawie § 23 ust. 3 pkt. 1 Statutu Uniwersytetu Warmińsko-Mazurskiego w Olsztynie, Rada Wydziału postanawia, co następuje:

§ 1

1. Rada Wydziału pozytywnie opiniuje zawarcie przez Uniwersytet Warmińsko-Mazurski w Olsztynie Porozumienia o współpracy z Universitat Politecnica de Catalunya (Politechnika Katalońska w Barcelonie, Hiszpania).
2. Treść Porozumienia stanowi załącznik nr 1 do Uchwały.

§ 2

Uchwała wchodzi w życie z dniem jej podjęcia.

Przewodniczący Rady
Dziekan

dr hab. Radosław Wiśniewski, prof. UWM

THE COOPERATION AGREEMENT

BETWEEN

THE UNIVERSITY OF WARMIA AND MAZURY IN OLSZTYN
(REPUBLIC OF POLAND)

AND

UNIVERSITAT POLITÈCNICA DE CATALUNYA
(SPAIN)

The University of Warmia and Mazury in Olsztyn (UWM), located in Olsztyn, Oczapowskiego St. 2, 10-719 Olsztyn, Poland, represented by Rector – **Prof. Dr. Ryszard Górecki**

and

the Universitat Politècnica de Catalunya (UPC), located in Barcelona, C/Jordi Girona 31, 08034 Barcelona, Spain represented by Rector - **Prof. Enric Fossas Colet**, hereinafter called 'Parties', having an intention to establish the scientific and research 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 the side of the UWM:

The Faculty of Geodesy, Geospatial and Civil Engineering, coordinators- **prof. Paweł Wielgosz**,

and from the UPC side:

Dep. Applied Mathematics IV, coordinator - **prof. Manuel Hernandez-Pajares**

Article 2

The cooperation in research and science as well as education shall concern:

1. Conducting joint research concerning scientific issues of interest to both Parties, in particular in fields of geodesy, navigation, atmosphere remote sensing.
2. Submitting joint research proposals.
3. Arranging bilateral seminars.
4. Exchange of expertise between research and educational staff, according with the application law and rules of each University, especially in personal subject and according with the procedure of each university.
5. Support for student exchange according with the rules of each University.

Article 3

1. The Parties shall conduct the academic staff exchange according with the rules of each University
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.

Article 4

Each specific project included in this framework agreement must be the object of an specific agreement that must at least contain the following:

- Definition of the objective.
- Description of the work and its execution deadline.
- Total budget and the material and human resources that the project requires.
- Names of the people, from both parties, who are responsible for the coordination and the development of the project.
- Intellectual property, if it is necessary
- The governing law for the appraisal of legal consequences resulting from the specific agreement.

Article 5

In order to facilitate the specific projects and their follow-up, a Joint Committee shall be set up, consisting of the representatives of both Universities. The task of this Joint Committee shall be to propose fields for collaboration in technological and scientific matters of common interest, to prepare the specific projects, and to resolve doubts which may arise in the interpretation and carrying out of this Framework Agreement and of the specific projects.

Article 6

In all those cases that as a consequence and in application of the terms and conditions here stated the entity considers necessary to make use of the UPC logos, previous authorization of the UPC shall be requested through the Service of Communication and Promotion, specifying the corresponding application (whether it is graphic or electronic and on any support) and the kind of requested use.

In the authorization, that in any case shall be granted in writing, it will be specified the use or uses by which is granted, as well as the validity period that in any case shall not overcome the validity period of the present agreement.

Nevertheless when the use of the UPC logos and other identifying marks has lucrative character for the applicant entity, the corresponding contract of mark license shall be formalized.

Article 7

In all those cases that as a consequence and in application of the terms and conditions here stated the entity considers necessary to make use of the UWM logos, previous authorization of the UWM shall be requested, specifying the corresponding application (whether it is graphic or electronic and on any support) and the kind of requested use.

In the authorization, that in any case shall be granted in writing, it will be specified the use or uses by which is granted, as well as the validity period that in any case shall not overcome the validity period of the present agreement.

Nevertheless when the use of the UWM logos and other identifying marks has lucrative character for the applicant entity, the corresponding contract of mark license shall be formalized.

Article 8

The present Agreement shall come into force from the moment of its being signed, and shall have a duration of 5 years, which may be extendable by expressed agreement between the parties in writing with 1 months' notice .

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.

In the case of breach of cooperation agreement by either of the parties, the other party may opt to require the performance of this agreement or its termination with compensation for damages in either case.

Either party may terminate this cooperation agreement, after notifying the other party one month in advance

The termination of this cooperation agreement does not involve the completion of the specific agreements signed, which will continue until they expire.

Article 9

The present Agreement is signed in two copies in the English language. The Parties receive one copy each.

Article 10

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 according to the conflict rules of international private law, however each specific agreement will determinate the governing law.

Article 11

All disputes which might arise from this Agreement shall be resolved by the Rectors, both from the side of the University of Warmia and Mazury in Olsztyn and the Universitat Politècnica de Catalunya 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.

The parties will have 30-60 days to resolve the dispute, after this time without having resolving the dispute, the parties shall submit to the competent court and the applicable law according to the conflict rules of international private law.

Article 12

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

Agreement signed by:

**University of Warmia and Mazury
in Olsztyn**

Universitat Politècnica de Catalunya

Signature

**Prof. Dr. Ryszard Górecki
R E C T O R**

Signature

**Dr. Enric Fossas Colet
R E C T O R**

Date