



Agreement

on

GET_INVolved: Partner Programme Internship, Training and Research Programme for Students, Researchers

between

Jagiellonian University (JU)

ul. Gołębia 24, 31-007 Kraków, Poland

Represented by Vice-rector for Research Prof. dr hab. Piotr Kuśtrowski

and

Prof. dr hab. Ewa Gudowska-Nowak

Dean of Faculty of Physics, Astronomy and Applied Computer Science

Hereafter referred to as: JU or **Partner**

and

Facility for Antiproton and Ion Research in Europe GmbH (FAIR)

Planckstraße 1, 64291 Darmstadt, Germany

Represented by Joerg Blaurock, Technical Managing Director and

Prof. Dr. Paolo Giubellino, Scientific Managing Director

hereinafter referred as: **FAIR or Partner**

Jointly referred as: **Partners or Parties**

Preamble

The international accelerator facility FAIR, one of the largest research projects worldwide, is being built in Darmstadt, Germany. At FAIR, matter that usually only exists in the depth of space will be produced in a lab for research. Scientists from all over the world will be able to gain new insights into the structure of matter and the evolution of the universe from the Big Bang to the present. FAIR is under construction at GSI Helmholtzzentrum für Schwerionenforschung. Its existing accelerator facilities will become part of FAIR and will serve as first acceleration stage. For the realization of FAIR, accelerator experts, scientists and engineers of FAIR and GSI are working closely together in teams all over the world. The centre provides unique research opportunities in the fields of hadronic and nuclear physics, nuclear astrophysics, atomic, laser, and plasma physics, computational physics, as well as materials science and biophysics.

Jagiellonian University is the oldest Polish University founded in 1364 by Polish king Casimir the Great. It has a broad education and research profile including humanities, medicine, social, mathematics and natural sciences. The University consist of 16 Faculties gathering about 4 thousand academic teachers and researchers and is providing education to about 40 thousand of students. Physics from Faculty of Physics, Astronomy and Computer Science have a long standing (over 40 years) collaboration with GSI in Darmstadt which is now upgrading to FAIR. The university is a shareholder of FAIR GmbH representing all polish Institutions involved in the project with financial support of polish Ministry of Education. It is also strongly involved in the construction and scientific programme of FAIR, particularly strong in the fields of nuclear, hadron and atomic physics.

Programme framework

The GET_INVolved Programme at FAIR (hereinafter referred as “the Programme”) aims to offer young student and early-stage researcher a unique opportunity to learn and experience first-hand-work in all areas of the laboratory and is of high value for their scientific education. The Programme further aims to create synergies between collaborating (in other words partner) Institute, by allowing – mobility opportunities for students and researchers and contribute to the project in research and development. Moreover, building capacities for the research groups that are already collaborating within the framework of the project.

Within the framework of the Programme, this trilateral agreement between FAIR and JU will provide an opportunity to these students with an internship and training programme and research experience opportunities for early-stage researchers (including scientific staff) to work in all areas of the laboratory on technical or scientific projects related to research at FAIR. Joint technical and research projects amidst common interests will be identified and proffered to the students, researchers and staff of JU. Under this agreement, an extension of this Programme can be mutually agreed.

Article 1 - Scope

- a) This programme intends to offer undergraduate and postgraduate students (category A) researchers or equivalent and staff members (category B) of JU the possibility for internships, training and research experience at FAIR.
- b) The Internship and/or training opportunities for those belonging to Category A - will last between three (3) and six (6) months and will take place at FAIR.
 - The duration of the Internship programme can be extended on mutual agreement of both partners on a case-to-case basis.
 - The candidates applying for the internship programme should have at least a bachelor or equivalent degree.
- c) The research projects for those belonging to Category B - will be supported for maximum duration of two (2) years and will take place at FAIR. Both early stage researcher and scientific staff will be eligible.
 - The duration can be extended depending on availability and need of the project.
 - The researchers should have at least a master degree or an equivalent degree, registered to a PhD (Doctoral research) programme, or has more than two years of research experience in the field.

Article 2 – Selection of Students and Researchers

- a) The Partners will set-up a selection committee consisting out of members from the participating institute JU and from FAIR. The committee will include at least one scientist from FAIR and programme coordinators from both partner institutes.
- b) This committee should specify the details and rules of the application procedure and will evaluate the student's applications and assign the students and researchers to available internship and research projects.
- c) The Programme call for projects and call for application will be prepared, advertised, managed by the FAIR.

Article 3 – FAIR's Liability and Support

FAIR will offer for up to ten (10) JU students and researchers (including scientific staffs) per year depending on availability:

- Supervision/Mentoring of the student (and researchers) during their stay
- One scientific/technical project within one of the GSI and FAIR topics
- Office space and access to equipment(s) necessary for project realisation
- Administrative support for appropriate invitation
- Help in organising the lodging during the stay (possibility of lodging in the GSI guest house if available)
- Participation in lectures and activities of the GSI Summer Student Program in case the dates of their stay overlap with this event
- Participation in lectures/symposium and scientific activities at FAIR.

Article 4 – Contract Partner’s Liability

JU is responsible for:

- Subsistence costs for the duration of stay
- Travel expenses
- Insurances required under German law (health insurance (Krankenversicherung) and general personal liability (Privathaftpflichtversicherung); FAIR offers the possibility to purchase an insurance within a group insurance)

Article 5 – Intellectual Property, Reporting and Publications

5.1 Intellectual Property

All intellectual property related to this co-operation and predating the date of last signature on this Agreement shall be the sole property of the Partner that discovered and/or created and/or acquired such intellectual property (Background Intellectual Property).

- a) The disclosure of information, in the widest sense, under this Agreement does not create any proprietary right for the other Partner.
- b) Title in intellectual property developed by a Partner in the execution of this Agreement shall be vested in that Partner who shall grant the other Partner a free, non-exclusive license for the use of such intellectual property in the execution of its scientific programme.

c) Where intellectual property is developed jointly by the Parties and title is therefore vested in them jointly, they shall grant each other a free, non-exclusive license for the use of such intellectual property in the execution of their scientific programmes.

d) The providing Partner provides no warranty in respect of intellectual property made available by it under this Agreement, and the receiving Partner shall hold it free and harmless that any liability arising from its use (including, as the case may be, its partners and contractors) of such intellectual property.

e) It is agreed that the use of intellectual property for commercial purposes by the receiving Partner is subject to prior written agreement by the providing Partner.

5.2 Reporting and Publications

- a) At the end of the assigned project period, there will be a final report provided by the student and handed to Partners. Based on the assessment of the final report the sending institution can award academic credits for the work performed at the FAIR.
- b) Results arising from those students' and/or researcher's projects can only be published in consent with both Partners and the collaboration or research group, which has offered the internship (or the research topic), and in accordance with the publication rules of both Partners.

Article 6 – Contacts

All communication related to this Agreement will be accomplished through the representatives for this Agreement, or in the case of their absence through their representative, they will assign, as follows:

For JU:

Name: Prof. dr hab. Piotr Salabura
Designation: Faculty of Physics, Astronomy and Applied Computer Science
E-mail: piotr.salabura@uj.edu.pl
Tel: +48 12 664 46 09

For FAIR:

Name: Dr. Pradeep Ghosh
Designation: Coordinator, International Programme for Students and Researchers
E-mail: Pradeep.Ghosh@fair-center.eu , International@fair-center.eu
Tel: +49-6159-71-3257

Article 7 – Validity and Termination

- a) This Agreement is valid from the day of signing by Partners and will remain active for the period of **72** months thereafter. Both Partners in writing must agree extension of this Agreement of any kind.
- b) Either Party may terminate this Agreement at any time by giving three (3) months' written notice to the other Partner.

Article 8 – Further Contractual Arrangements

Students and researchers participating in this programme need to sign a Guest Agreement between the student/researcher and FAIR, concerning rules and regulations for performing internship or research projects at FAIR including provisions regarding confidentiality and ownership of intellectual property.

Article 9 – Export Control

- a) All activities under this Agreement will be conducted in compliance with applicable export control and economic sanction laws and regulations.
- b) Each Party shall not knowingly transfer any export controlled item, data, or services, including the transfer to persons employed by, associated with, or under contract to the Party or the Party's Subcontractors, without the authority of an export license, agreement, or applicable exemption or exception.
- c) To the extent that information disclosed is export controlled, the Parties agree to comply with all regulations regarding its use, disclosure, export, and transfer.

Article 10 – GDPR compliance

JU and FAIR acknowledge and agree that, for the purpose of fulfilling their respective obligations pursuant to this Agreement, they will share required personal information of their respective participants taking part through this Agreement. JU and FAIR mutually agree that they will treat any such personal information in strict compliance with the General Data Protection Regulation (GDPR) in that respect.

Article 11 – Trademarks

- a) Each Partner grants, for the duration of the present Agreement, a limited, non-exclusive, royalty-free license to use its logo and name (hereinafter referred to as “Trademarks”) to the other Partner with a view to the implementation of the present Agreement.
- b) Each Partner agrees that each time it reproduces and/or republishes the other Partner’s Trademark, it shall do so in a form identical to that provided by each Partner, without alteration.
- c) Each Partner agrees to use the other Partner’s Trademarks in a careful and prudent manner.
- d) The Partners acknowledge that they acquire no right, title or interest in the other Partner’s Trademarks whatsoever other than to use the Trademarks in accordance with the term and conditions of the present Agreement.
- e) The use of the Partner’s Trademarks may not be assigned, transferred, shared or divided in any manner by a Partner without prior written consent.

Article 12 - Settlement of Disputes, Applicable Law

- a) In the case of any dispute arising from or in connection with the terms and application of the present Agreement, the parties herein will attempt to resolve it amicably.
- b) In any case, the Agreement is subject to the laws of Germany and the jurisdiction of the competent courts of Darmstadt, Germany.

Article 12 – Final Provisions

- a) Except specifically stipulated, the Partners shall not be liable to each other for any loss or damage arising out of or in connection with this Agreement.

- b) Should any provision of this Agreement be invalid for any legal or actual reason, then this shall not affect the validity of the other contractual provisions. That corresponds most closely to the technical and economic meaning of the invalid provision.

SIGNED IN TWO (2) ORIGINAL COPIES ONLY IN ENGLISH

For JU



Date:2021-10-26..

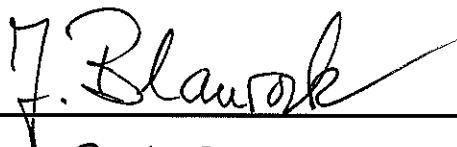
Prof. dr hab. Piotr Kuśtrowski
Vice Rector for Research



Date:2021-10-26

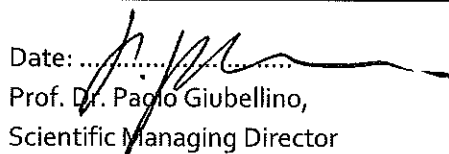
Prof. dr hab. Ewa Gudowska-Nowak
Dean of Faculty of Physics, Astronomy and
Applied Computer Science

for FAIR GmbH



Date: 26.10.21

Joerg Blaurock,
Technical Managing Director



Date:
Prof. Dr. Paolo Giubellino,
Scientific Managing Director

26.10.21

Aljoja Nowakowska

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