

Agreement on Faculty and Student Exchanges

between

Cracow University of Technology

ul. Warszawska 24, 31-155 Cracow, Poland

represented by Vice-Rector for Education and International Affairs, Prof. Dr. Dariusz Bogdał

- hereinafter referred to as »Cracow University of Technology« -

and

Gifu University

1-1 Yanagido, Gifu 501-1193, Japan

represented by Executive Director / Vice President, Prof. Dr. Fumiaki Suzuki

- hereinafter referred to as »Gifu University« -

Preamble

Cracow University of Technology, Faculty of Environmental Engineering, Poland and the Faculty of Engineering and River Basin Research Center, Gifu University, Japan have shared interests in scientific and engineering progresses and education activity.

This Agreement establishes general terms of collaboration between Cracow University of Technology and Gifu University to support these shared interests.

Article 1 - Fields of Cooperation

§1. Cracow University of Technology and Gifu University wish to cooperate in the fields of

- 1) water quality engineering, hydraulics, hydrology, meteorology and their peripheral technologies, and
- 2) environmental monitoring, protection and control.

§2. The cooperation may comprise the following activities:

- 1) exchange of researchers and students
- 2) education for students
- 3) exchange of subject-related information
- 4) research work in the framework of projects and programs of common interests

§3. The institutions intend to promote and develop the above named activities in the framework of the cooperation.

The cooperation fields and activities may be updated as needed under the agreement of both institutions.

The institutions may exchange personnel from time to time as desired by the institutions and appropriate. The details depend on the requirements of the intended project or program.

Article 2 - Faculty Exchange

- §1. The institutions shall actively promote faculty exchanges for the mutually-agreed periods.
- §2. Faculty exchanges and/or collaborations may assume various forms, such as individual short and long term visits to the institutions, and implementation of joint research and development projects. Details of the implementation of any particular projects and/or programs resulting from this Agreement shall be negotiated between the two institutions.
- §3. The institutions shall encourage the faculties to co-author publications, to promote joint research activities, and explore joint project possibilities, all of which activities are subject to applicable copyrights and/or other laws of the respective countries as well as the rules and regulations of each institution.
- §4. The host institution shall endeavor to make all relevant facilities including laboratories and libraries available to the faculty to ensure it is afforded every opportunity to make its experience a productive and successful one.
- §5. Both institutions shall seek external funding sources to facilitate the exchanges. The institutions shall acknowledge that in the absence of an external funding agency, all expenses incidental to the exchanges including travel costs, room and board shall be left to the discretion and the responsibility of the sending institution.
- §6. The researchers shall arrange liability and personal accident insurance against injuries, deaths and damage to property depending on their period of study at the host institution.
- §7. The researchers exchanged under the terms of the Agreement shall be subject to the rules of both institutions, and national and local regulations of the host country.

Article 3 – Students Exchange

- §1. The institutions shall recommend exchange of students based on the host institution's academic year throughout this Agreement's effective term. The number of students to be exchanged shall not exceed two (2) annually. It is expected that the number of exchange students per semester shall be maintained and equally balanced between both institutions over the five (5) years. Any final decisions on admissions are reserved exclusively by the host institution.

- §2. Exchange students shall be full-time students at the home institution and be considered as "Non-Degree-Seeking" students in the host institution. The field of study for exchange students is limited within the range of curriculum and professional expertise provided by the host institution.
- §3. The term of the exchange shall be for one (1) academic year, but may be extended or shortened with the consent of both institutions.
- §4. The host institution shall waive application, admission, and tuition fees from incoming exchange students. Exchange students shall be responsible for other expenses such as books, travel expenses, room and board, health insurance, medical care, passports and visas.
- §5. Exchange students may apply for any scholarships available to them. In the absence of or failure to acquire any such scholarships, however, they shall be responsible for all expenses incidental to the exchange. They must also obtain, at their own expense, health insurance covering medical expenses during their stay abroad. Both institutes shall provide students with assistance in obtaining scholarships.
- §6. Each institution shall certify the credits taken by the students at the host institution. The transferability of the credits, however, shall be at the discretion of the home institution. The host institution shall provide the student record of academic performance, including course titles, academic hours, and grade reports directly to the home institution if the home institution requests.
- §7. Each institution shall designate an individual to act as academic adviser to carry out the smooth exchange under this Agreement. The academic adviser shall provide the students with the advice with regard to academic and logistical matters.
- §8. The host institution shall grant exchange students access to the same facilities available to its own students.
- §9. The host institution shall endeavour to provide accommodations on campus for the students or assist them in locating suitable housing off campus if they so desire.
- §10. The host institution shall be responsible for returning the exchange students home on time in cooperation with the home institution. Exchange students shall arrange health and accident insurance as designated by the host institution.
- §11. The host institution reserves the right to have those exchange students return to their home institution who, during the course of the exchange, have financial difficulties, fail to satisfactorily apply themselves to their studies, or violate any established regulations. Such expulsion shall first be discussed and agreed upon by both institutions. At the time of returning, respective costs (e.g. for travel, freight, and additional costs arising from private contracts concluded by the exchange students in the host country) shall be borne by the exchange students themselves.
- §12. The students participating under the terms of the Agreement shall be subject to the rules of both institutions, and national and local regulations of the host country.

Article 4 – Exchange of Information

Information shall be actively exchanged between the institutions. “Information” refers to academic materials, education contents, research results, techniques related to research and teaching, data regarding students and faculty members and their fields of research and publications.

Article 5 - Duration

- §1. This Agreement shall become effective on signing by the representatives of both institutions and shall remain valid for a period of five (5) years from the date hereof. The Agreement shall be revised if necessary, based on the mutual agreement of the institutions at any time during the five (5) years.
- §2. This Agreement may be renewed after five (5) years upon the mutual consent of both institutions. Each institution may terminate this Agreement by notifying the other institution of its intent at least six (6) months prior to the expiration. Any projects and/or programs in progress at the time of termination shall remain in force.

Article 6 - Liability

- §1. Neither institution shall be liable for any failure or delay to perform its part of this Agreement when such failure is due to irresistible forces, such as wars, riots, pandemic disasters, natural disasters or any cause beyond the control of the institutions.
- §2. Both institutions agree that each institution shall not be liable for the death or injury of any person or damage to any property arising from the conduct of any particular projects and/or programs pursuant to this Agreement.

Article 7 - Miscellaneous

- §1. Details of implementation of any particular exchanges set forth in this Agreement shall be negotiated and approved by the institutions.
- §2. With regard to any conditions not specifically set forth in this Agreement or any issues that may arise while the Agreement remains in effect, both institutions agree to refrain from any unilateral actions and negotiate in good faith any mutually-acceptable decisions.
- §3. This Agreement shall be constructed and governed in accordance with the Laws of Poland and the Laws of Japan.
- §4. To facilitate the smooth execution of this Agreement, each institution shall designate an office to administer its exchange program:

Cracow University of Technology
International Centre of Education
ul.Skarzynskiego 1,
31-866 Cracow
Poland
Phone : +48 126283642
Fax : +48 126484950
Email: mck@pk.edu.pl

Gifu University
Chief, General Affairs Section
The Faculty of Engineering
1-1 Yanagido, Gifu City,
Gifu 501-1193,
Japan
Phone: +81-58-293-2365
Fax: +81-58-293-2376
Email: gjen00004@jim.gifu-u.ac.jp

If any provision of this Agreement is determined to be illegal or in conflict with the applicable law, the validity of the remaining provisions shall not be affected. The ineffective provision shall be replaced by an effective provision which is economically equivalent. The same shall apply in case of a gap.

Signed at:

Cracow

Gifu

On 11, 30, 2015

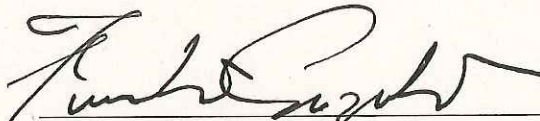
On 11, 30, 2015

Cracow University of Technology

Gifu University



Prof. Dr. Dariusz Bogdał
Vice-Rector for Education and International Affairs



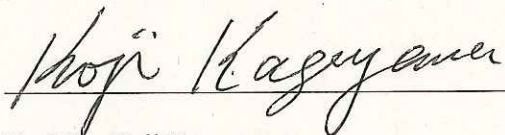
Prof. Dr. Fumiaki Suzuki
Executive Director / Vice President
(International Affairs and Public Relations)



Prof. Dr. Elżbieta Nachlik
Dean of Faculty of Environmental Engineering



Prof. Dr. Keitetsu Rokugo
Dean of Faculty of Engineering



Prof. Dr. Koji Kageyama
Director of River Basin Research Center