

## Agreement to Organize a Research Internship

No. X/2022

made and entered into on (date) by and between:

1. **Polskie Towarzystwo Fitopatologiczne - Polish Phytopathological Society**, with its registered seat in Poznań, 60-625 Poznań, ul. Wojska Polskiego 71 C, entered in the National Court Register - Register of Associations, Other Social and Professional Organizations, Foundations and Independent Public Healthcare Centres under KRS no.: 0000090589, whose register files are kept in the District Court of Poznań – Nowe Miasto and Wilda in Poznań, VIII Commercial Division of the National Court Register - KRS, hereinafter referred to as **PTFit** or **Internship Organizer**

represented by:

Prof. dr hab. Małgorzata Mańka - Chairperson of the **PTFit**,

Prof. dr hab. Zbigniew Karolewski - Treasurer of the **PTFit**,

Dr hab. Dorota Szopińska - Secretary of the **PTFit**

and

2. (name of scientific organisation/Institute), with its registered seat in (city, address), tax identification number NIP: (number), REGON number (number),

hereinafter referred to as **“Scientific Unit”**

represented by: (scientific title, name and function of the representative)

and

3. Ms. XXXXX YYYY, citizen of Ukraine, born on (date) in (place); Polish Personal Number PESEL (PESEL number, if given), holder of passport series and number (passport series and number), residence address: (address in Ukraine), correspondence address (address for correspondence in Poland).

hereinafter referred to as **“Intern”**

hereinafter referred to jointly as **“Parties”**, and each of them separately also as a Party.

### INITIAL PROVISIONS AND REPRESENTATIONS OF THE PARTIES

#### § 1.

1. This agreement regulates the principles of cooperation of the Parties within the scope of an internship at the Scientific Unit and additional financing of the stay of the Intern (a scientist from Ukraine) in Poland in connection with the war in the territory of Ukraine initiated by the Russian Federation.
2. The internship is executed in order to initiate research and development cooperation between scientists from Poland and Ukraine within the scope of phytopathology or affiliated research fields and to create for the Intern a possibility to gain new skills and experiences.

§ 2.

The Internship Organizer represents that:

1. The internship is financed from the funds given to the **PTFit** by the International Society for Plant Pathology (hereinafter ISPP), in order to undertake scientific cooperation and render support to phytopathologists and other scientists from related research fields who fled from the war in the territory of Ukraine started by the Russian Federation.
2. The scientific unit shall not bear any costs connected with remuneration of the Intern.

§ 3.

The Intern represents that:

1. She is a scientist from the scope of agricultural sciences, a refugee from Ukraine and has been staying in Poland since **(date)** in connection with the war ongoing in the territory of Ukraine.
2. Until 24 February 2022 she was **employed/implemented a doctoral dissertation/other\*** at a Ukrainian scientific institution - **(name of the scientific institution in Ukraine)**
3. She grants her consent for the processing of her personal data both by the Internship Organizer and the Scientific Unit, for the purposes of the implementation of the present agreement.

§ 4.

The Scientific Unit represents that:

1. it accepts the Intern for the internship, for a timeline specified in this agreement and shall draw up the Internship Program which shall offer to the Intern a possibility to gain new skills and professional experiences;
2. it shall not bear any costs connected with remuneration for the Intern.

OBLIGATIONS OF THE PARTIES

§ 5.

Obligations of the Internship Organizer:

The Internship Organizer obliges itself to:

1. transfer to the Intern within a period of three days from the date of concluding the present agreement, as additional financing for the internship, a gift in the amount corresponding to USD 1000.00 (say: one thousand US dollars) designated, among others, for food and accommodation in Poland and for the purposes of covering the costs of necessary medical examinations connected with commencement of internship and the costs of personal accident insurance. The gift shall be calculated and disbursed to the Intern in Polish zlotys according to the exchange rate of mBank as of the date of receipt of the funds from ISPP (24 June 2022 – *it may change with subsequent deposits*), to her bank account number **(26 digit number)**;
2. store for a period of six years from the end of the internship a description of the research and achievements of the Intern submitted by the Scientific Unit and send that description via electronic mail, immediately after receipt, to the secretary of the International Society for Plant Pathology.

## § 6.

### Obligations of the Scientific Unit:

The Scientific unit obliges itself to:

1. prepare and hand over to the Intern an Internship Program and the scope of obligations;
2. prepare a work position, which will make it possible for the Intern to appropriately perform her obligations as part of the internship;
3. ensure the Intern safe and hygienic conditions to conduct the Internship work within the scope applied for other employees and in the scope specified by the relevant provisions of the law;
4. ensure proper protection of the personal data of the Intern, in accordance with the provisions of the Act of 10 May 2018 on Personal Data Protection (i.e. Journal of Laws of 2019, item 1781, as subsequently amended);
5. appoint an Internship Supervisor: The Internship Supervisor of the Intern shall be prof. dr hab. Małgorzata Jędrzycka;
6. provide the Intern, if the specificity of a given position so requires, with a professional outfit and individual protection measures;
7. inform the Intern of the principles and regulations binding on her at the workplace;
8. give instructions and content-related assistance to the Intern;
9. inform the Internship Organizer on a break in the internship by the Intern;
10. hand over to the Internship Organizer a description of research and achievements of the Intern on the date of internship completion, confirmed by the lab manager, drawn up in the English language;
11. issue to the Intern, on the end date of the internship, a certification on internship completion and acquired skills.

## § 7.

### Obligations of the Intern

The Intern obliges herself to:

1. cover the costs of necessary medical examinations connected with internship commencement.
2. diligently and meticulously perform the tasks entrusted on the basis of the present agreement, arising from the Internship Program drawn up by the Scientific Unit;
3. keep confidential any information constituting the secrecy of the Scientific Unit and sign in this respect a relevant statement;
4. perform the entrusted obligations taking care of the interests of the Scientific Unit, its good reputation, as well as with due respect to the property owned by the Scientific Unit;
5. observe internal regulations and other documents binding at the Scientific Unit, organizing the operations of the Scientific Unit;
6. throughout the entire period of internship hold a personal accident insurance; costs of the insurance shall be borne by the Intern;
7. notify both the Scientific Unit and the Internship Organizer, on each absence, specifying the reason for such absence, anticipated time of absence and to present a medical certification confirming

inability to perform tasks at the workplace. The Intern obliges herself to notify the Employer and Organizer on the reasons for the absence not later than on the second day of its duration;

8. pay due taxes;

9. observe the provisions of the present agreement.

#### PLACE AND TIME OF INTERNSHIP, TERM OF THE AGREEMENT

##### § 8.

The place of conducting Internship is (name of the Institute and research department/team or University/Faculty/Department).

##### § 9.

The internship duration shall be one month; it shall commence on (date) and end on (date).

##### § 10.

The Internship Program is determined in accordance with the following principles:

1. The time norm for the Internship of the Intern amounts to 40 hours a week, preserving a maximum number of 160 hours of Internship within a month.
2. The Intern may execute the Internship maximum 8 hours daily; this norm does not concern these Interns to whom in accordance with binding regulations there apply lower daily norms of Internship execution.
3. The Intern may perform tasks arising out of the Internship maximum 5 days per week.
4. The Intern may not perform the work during nighttime, on Sundays and/or holidays, except to the extent that executing the Internship in the above mentioned timelines is justified by the system or/and the nature of work applicable at the Scientific Unit. For the execution of the Internship during nighttime, on Sundays and/or holidays the Intern must express her consent by accepting the Internship Program.
5. The Intern shall have the right to:
  - a) 11 hours of uninterrupted rest per each 24-hour period;
  - b) at least 35 hours of uninterrupted rest each week.
6. The duration of the Internship specified in § 9 is the term of this Agreement.

#### THE RIGHT TO RESULTS

##### § 11.

1. The right to results achieved in connection with or during the performance of the internship by the Intern, as part of the present agreement, in particular those which constitute the subject matter of copyrights or industrial property right, hereinafter referred to as a work, is acquired free of charge, upon their creation, by the Scientific Unit.
2. The Scientific Unit acquires economic copyrights along with dependent rights to a work created in connection with or during the internship executed by the Intern, free of charge, in all fields of exploitation, in particular:

- 1) in the scope of recording and reproduction of the work - production of copies of the work using a specified technique, including printing, reprography, magnetic recording and digital technology,
- 2) in the scope of trading in the original work or copies of the work on which the work was recorded - introduction to the market (marketing), lending for use and renting the original or copies thereof;
- 3) in the scope of dissemination of the work in a manner other than that set forth in item 2 - public performance, exhibiting, screening, playback as well as broadcasting and rebroadcasting, and making the work available in public in such a manner so that everyone may have access thereto at a place and time individually chosen;

#### FINAL PROVISIONS

##### § 12.

1. The Internship Organizer assumes no responsibility for any damage inflicted by the Intern and against the Intern caused during the performance of this Agreement.
2. This Agreement does not constitute grounds to raise all or any claims with respect to initiating an employment relationship between the Intern and the Scientific Unit or the Internship Organizer. The agreement between the Intern and the Scientific Unit is not an employment agreement.
3. The Parties hereby grant their consent for personal data processing by the remaining Parties for the purposes of implementation of this Agreement.
4. Any amendment to the Agreement shall be made in written form under the pain of nullity.
5. This Agreement shall be governed by Polish law and subject to jurisdiction of Polish courts.
6. In matters not regulated by this Agreement there shall apply the provisions of the Polish Civil Code, the Rules and regulations of organization and financing of research internships for phytopathologists and scientists of similar research fields from Ukraine adopted by resolution of the Head Management Board of the **PTFit no. 2/2022 dated 25 March 2022** and other binding provisions of law.
7. This Agreement has been drawn up in the Polish and English language versions.
8. In the case of any discrepancies between the Polish and English version of the agreement, the Polish version shall prevail.
9. The Agreement has been drawn up in three identical copies, one for each of the parties.

INTERNSHIP ORGANIZER

SCIENTIFIC UNIT

INTERN