

Cooperation and Promotional Funding Agreement

between

Claas-Stiftung

Mühlenwinkel 1

33428 Harsewinkel

- hereinafter referred to as the 'Claas-Stiftung' -

and

Poznan University of Life Sciences

St. Wojska Polskiego 28

60-637 Poznań

- hereinafter referred to as the 'University' -

- hereinafter jointly referred to as "the parties hereto"

Preamble

The Claas-Stiftung's purpose is the promotion of science and research and of vocational education, especially in the area of agricultural engineering and technology and related adjacent engineering and economic sciences.

The University has among other things acquired substantial knowledge, findings and experience in applied research and fundamental research in the fields of biological sciences, agricultural vocational education, agricultural technology and mechanical and environmental engineering. The University stands for innovative and practical Scientific research in the discipline of mechanical, agricultural and environmental engineering.

The Claas-Stiftung would like to support the University in promoting young talents and expanding scientific exchange, especially in the international field of agricultural technology and agriculture. To this end, the university plans to establish and implement an internationally oriented university cooperation with students and university staff, which the Claas-Stiftung would like to support.

For this purpose, the parties hereto have agreed to enter into the Agreement outlined below:

§ 1

Funding Project and Objective of the Promotional Funding

The University plans to set up and carry out an international research project within the framework of its corresponding Bachelor's / Master's degree programmes and in the

area of postdocs and doctorates. For this purpose, Polish and Ukrainian researchers are to conduct joint research on selected topics in the field of agricultural, mechanical and environmental engineering (hereinafter referred to as the "funded project").

The aim of the funding project is to intensify research cooperation on the international level and to further train and strengthen young researchers through internationally oriented projects. In this way, this initiative thus contributes to inter-cultural and scientific exchange between Poland, Ukraine, and Germany.

§ 2 Scope of the Promotional Funding

The Claas-Stiftung supports the funded project with a grant of 75,000.00€ in total, spread over three years.

The funding amount shall be used by the University exclusively in connection with the funded project. No overhead costs may be deducted from this (During project implementation, efforts will be made to minimize indirect costs (overheads). This appropriation is intended to finance in particular the items listed below:

- Travel and accommodation costs of students and teachers
- Participation in international conferences
- Organisation and implementation of national and international workshops
- Costs for project-relevant purchases such as materials, measuring instruments, laboratory equipment, etc.
- Other administrative, organisational costs in connection with the research cooperation.

The coordinator and manager of the funded project on behalf of the University will be Dr Eng. Kamil Witaszek (Department of Biosystems Engineering, Faculty of Environmental Engineering and Mechanical Engineering). All expenditures in the funded project must have the approval of the coordinator and manager of the funded project.

§ 3 Disbursement of the Funding Amount

The funding sum of 75,000.00€ shall be paid out during a period spread over three years:

December 2023:	€25,000.00
December 2024:	€25,000.00
December 2025:	€25,000.00

Disbursement of the funding amount will be made by December 15 of each year. Disbursement of the funding amount will be made to a bank account of the University about the number: **90 1090 1362 0000 0000 3673 4596**.

§ 4

Term of the Agreement

This Agreement shall enter into force and effect by both parties hereto and shall be valid until the 30th of Sept. 2026.

§ 5 Reports and Exchange

The University shall send a Final Report to the Claas-Stiftung on the developments and results of the funding project.

Tab.1. Overview of the use of the funds

Support of student incl. cost of living, accommodation, study material (500€/months)	6.000
Support of research staff in Poland and Ukraine (travel, supervision, conferences, uni administration etc.)	9.000
Support for purchasing equipment, material for research project in Poland and Ukraine	10.000
Total costs	25.000

Furthermore, during the term of this agreement, the contracting parties will regularly exchange information on the developments and results within the funding project in the form of face-to-face meetings or video conferences.

§ 6 Publication of Information

Any contracting party shall not make any publications relating to this Funding Project without the prior consent of the other contracting party respectively.

§ 7 Confidentiality

The Contracting Parties shall treat as confidential and not disclose to any third parties without the prior written consent of the other Contracting Party any information which they receive from the other Contracting Party in connection with or on the occasion of this Funding Project and which is marked as confidential.

Third parties within the meaning of this provision shall be deemed to be non-affiliated companies.

Confidential information within the meaning of § 7 shall not be deemed to be any such information which

- a. at the time of their disclosure were publicly accessible or have become publicly available thereafter.
- b. at the time of their disclosure had already been made accessible to a third party.
- c. at the time of their disclosure had already been in the possession of the receiving contracting party.
- d. be developed by the receiving contractor independently of this cooperation agreement.

The obligations according to § 7 shall not apply if

- a. the information has to be disclosed by the receiving contracting party in judicial and / or administrative proceedings;
- b. the information is disclosed to auditors, tax advisors, foundation supervisors, lawyers, notaries and / or other advisors bound by professional secrecy who require the information to perform their advisory services.

Any rights and obligations according to § 7 of this Agreement shall continue to be valid even after expiry of 2 (two) years after expiry of this Agreement.

§ 8 Termination

The parties hereto shall be entitled to terminate this Agreement for a grave and weighty reason at any time. One such grave and weighty reason for the Claas-Stiftung shall in particular be deemed to be existing if the funding is not used for the above-mentioned funding projects.

§ 9 Amendments to the Agreement / Written Form Requirement

This Agreement, and any modifications and amendments to this Agreement as well as all other substantial notices and communications shall be subject to the written form requirement. The same shall be true for the cancellation of this written form requirement.

§ 10 Partial Nullity

If one or any individual provisions of this Agreement should be invalid or if this Agreement should contain any loopholes, this shall not affect the validity of the remaining provisions. Instead of the invalid provision, the valid provision shall be deemed agreed which corresponds to the sense and purpose of this invalid provision. In the event of any loopholes, the provision that corresponds to what would have been agreed in ac-

cordance with the meaning and purpose of this Agreement if the matter had been considered to be agreed from the outset shall be deemed to be effectively agreed.

§ 11 Choice of Law, Arbitration

This Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Germany without reference to any rules on conflicts of law.

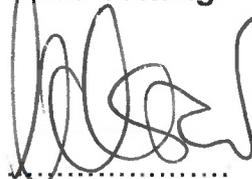
All disputes, controversies or differences arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination (Disputes) shall be settled amicably by negotiation between the Parties within thirty (30) Business Days from the date of written notice of either Party of the existence of such Dispute. Failing such amicable settlement, all Disputes arising in connection with this Agreement or its validity shall be finally settled according to the Arbitration Rules in accordance with the Arbitration Rules of the German Institution of Arbitration e.V. (DIS), without recourse to the ordinary courts of law. The arbitral tribunal shall consist of one arbitrator. The place of arbitration is Düsseldorf, Germany. The language of the arbitral proceedings shall be English.

§ 12 Final Provisions

This Agreement is handed over in 2 copies. Each party hereto shall receive one copy of this Agreement.

Harsewinkel, 2023

Claas-Stiftung



Frank Klüsener
Vorstand



Sylvia Looks
Vorstand

Poznan, 2023

Poznan University of Life Sciences

VICE RECTOR
for Science and International Relations

Prof. Dr. Piotr Goliński

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KWESTOR

mgr Karolina Prałat