AGREEMENT REGARDING PARTICIPATION IN THE ACTIVITY “POSTDOCTORAL FELLOWSHIPS” FUNDED UNDER MEASURE 09.3.3-LMT-K-712

DD/MM/YYYY No

Vilnius

**Vilnius University** (hereinafter; University), represented by the Vice-Rector for Science Professor Rimantas Jankauskas, acting in accordance with Vilnius University Rector Authorisation No 10000-SR-1208, 19/06/2017 and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[[1]](#footnote-1) (hereinafter: Fellow), specified in Application \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[[2]](#footnote-2) (hereinafter: Application) submitted by the University to receive funding for the activity “Postdoctoral fellowships” under Measure No. 09.3.3-LMT-K-712, hereinafter collectively referred to as Parties and individually as Party, have concluded this Agreement (hereinafter: Agreement):

**I. GENERAL PROVISIONS**

1. The Parties have concluded this Agreement during the preparation and submission of an Application according to a call announced by the funding institution and based on the Operational Programme for the European Union Funds’ Investments 2014–2020, Priority Axis 9 “Educating the Society and Strengthening the Potential of Human Resources”, Measure 09.3.3-LMT-K-712 “Development of Competences of Scientists, Other Researchers and Students Through Practical Research Activities”, Funding Conditions Procedure No 2 (hereinafter: Procedure), and after funding for the postdoctoral fellowship project (hereinafter: Project) is financed, following the conditions of the Project funding agreement and its annexes.

**II. THE UNIVERSITY’S RIGHTS AND OBLIGATIONS**

1. During the preparation of the Application, the University shall:
   1. appoint an Application and Project Internship supervisor for the Fellow and provide the Fellow with the means to prepare the Application at Vilnius University, Annex 4 of the Procedure being the form of the Application;
   2. submit the prepared Application and its annexes to the funding institution.
2. During the implementation of the Project, the University shall:
   1. inform the Fellow about the conditions of the signed Project Funding Agreement and its annexes;
   2. in accordance with legal procedures, conclude a project work agreement or a project work arrangement with the Fellow (including all extensions of the project work agreement or arrangement under applicable law) and provide the Fellow with a work place for the duration of the postdoctoral fellowship;
   3. provide the Fellow with access to the University’s infrastructure and research equipment for conducting scientific research;
   4. dedicate human resources for the administration of the Project and ensure the proper and timely implementation of administrative tasks related to the project.
3. The University shall have the right:
   1. to use the Fellow’s personal data for the purposes of the Application and Project administration;
   2. to receive all additional information required from the Fellow for the purposes of the Application and Project administration within terms specified by the University;
   3. to require the Fellow to reimburse losses incurred as a result of the University having to return funding used for the implementation of the Project or paying financial sanctions in cases and according to the procedure specified in Articles 6.4 and 7 of the Agreement.

**III. THE FELLOW’S OBLIGATIONS**

1. During the preparation of the Application, the Fellow shall:
   1. prepare the Application and coordinate it with the relevant employees of the University’s unit where the Project will take place and the University’s Development Department;
   2. provide all information and documents necessary to prepare and assess the Application.
2. During the implementation of the project, the Fellow shall:
   1. get acquainted with the conditions of the signed Project Funding Agreement and its annexes;
   2. implement the objectives and reach the aim of the Project, properly and timely implement the Project activities, and reach the physical indicators of the Project in the planned capacity and terms as they are specified in the Project funding agreement and its annexes;
   3. during the project implementation period, conclude a project work agreement or a project work arrangement with the University (including extensions of the project work agreement or arrangement, if such extensions are necessary because of the duration of the Project)
   4. Fully reimburse the University for loss incurred as a result of returning the funds received under the Project Funding Agreement and used for the implementation of the Project, and for loss incurred as a result of financial sanctions if:
      1. the project work agreement or project work arrangement is terminated at the Fellow’s request;
      2. the project work agreement or project work arrangement is terminated by the University due to non-implementation or improper implementation of the Project;
      3. the funding institution evaluates an interim or final research activity report for the postdoctoral fellowship negatively and considers the Project not implemented.
3. The Fellow shall fully reimburse the loss incurred by the University as a result of the University returning fees used for the implementation of the Project and paying financial sanctions under the Project funding agreement in cases specified in Article 6.4 of the contract within 1 month after receiving a demand to reimburse losses. The Parties agree that the request to reimburse losses shall be submitted to the Fellow on work days to the Fellow’s e-mail address specified in this Agreement and shall be considered delivered on the same day if the request was sent by 4:30 p.m. of the same day, or on the next day if the request was sent after 4:30 p.m.
4. The Fellow hereby confirms that the Fellow has been acquainted with the conditions, procedure, and requirements of Project funding specified in the Procedure, understands them well, and understands the consequences and scope of potential losses incurred by the University that are expressed as the Project funding sum and financial sanctions incurred by the University in the event of improper implementation or non-implementation of the Project (including the termination of the Project).
5. The Fellow understands that the implementation of the Project depends on their efforts and the results of their work, and assumes the financial risks related to the proper achievement of the Project results, except for cases where the results of the Project cannot be achieved due to the University's direct intent.
6. The Fellow confirms that at the time of the concluding of this Agreement the Fellow is not aware of circumstances or reasons that could prevent or negatively affect the achievement of the Project’s results. The Fellow assures that should such circumstances or reasons emerge, the Fellow shall immediately inform the University and take all necessary measures to avoid any negative consequences related to the implementation of the Project, losing the Project funding, returning funds used to implement the Project under the Project funding agreement, etc.
7. The Fellow has been informed that the Fellow’s personal data will be provided to the funding institution at the stages of Application submission and Project implementation. For this purpose, the Fellow’s CV shall be annexed to this Agreement and shall be considered an integral part of the Agreement. The Fellow confirms that the data provided in the Fellow's CV represents the actual situation, is accurate and comprehensive.
8. The Fellow has been informed that the Fellow’s personal data might be given to third parties for the purposes of debt recovery, should debt arise during the implementation of this Agreement.

**IV. FINAL PROVISIONS**

1. This Agreement shall enter into force upon its signing by both Parties and shall be valid until all obligations under the Agreement are completely fulfilled.
2. Disputes between the parties shall be resolved by negotiations and following the principles of honesty, reasonableness, and fairness. If the Parties cannot resolve a dispute *bona fide* in 20 working days, such a dispute or claim will be resolved at a court of the Republic of Lithuania based on the location of the University’s head office. All disputes arising from the Agreement shall be governed by the law of the Republic of Lithuania.
3. This agreement is concluded in duplicate with one copy for each party, each text being equally authentic.

**V. THE PARTIES’ DETAILS AND SIGNATURES**

|  |  |
| --- | --- |
| **University:**  Universiteto g. 3, LT-01513, Vilnius  Tel. (8-5)2687090, fax (8-5)2687096  Company code 211950810  VAT code LT119508113 | **Fellow:**  [Name, Surname]  [Permanent residence address]  [Phone No]  [E-mail] |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (signature)  Vice-Rector for Science  Prof. (HP) Rimantas Jankauskas  A.V. | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (signature)  Fellow:  (Name, surname) |

1. The Postdoctoral Fellow’s name, surname, date of birth, and residential address. [↑](#footnote-ref-1)
2. The name of the University’s academic unit where postdoctoral fellowship will take place. [↑](#footnote-ref-2)