

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS  
UNITED STATES OF AMERICA  
AND  
UNIVERSITY OF WARMIA AND MAZURY OLSZTYN, POLAND**

This Memorandum of Agreement (this "Agreement") is by and between the Board of Trustees of the University of Illinois ("UIC") on behalf of its Comptroller- Walter K. Knorr and the University of Warmia and Mazury in Olsztyn (UWM), Poland on behalf of its Rector- Prof. Dr. Ryszard Górecki. The parties wish to establish cooperative relations and hereby agree as follows:

**AREAS OF COLLABORATION**

Subject to the availability of funds and the approval of authorized officials of UIC and UWM, respectively, collaboration between the two parties will be undertaken through activities or programs such as:

1. Faculty development
2. Consultations
3. Exchange of faculty members
4. Exchange of students
5. Joint educational programs
6. Preparation of academic materials

The terms and budget for each program or activity implemented under this Agreement shall be mutually agreed upon in writing prior to its initiation. Each agreed upon collaboration and the accompanying terms and budget shall be set forth in an addenda attached to this Agreement and subject to the terms of this Agreement.

Each party shall designate a liaison officer to facilitate timely and accurate communications between the parties.

For the purposes of this Agreement and all addenda attached hereto encompassing specific agreed upon programs between UIC and UWM, it is understood and agreed that neither party shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law. This Agreement and all addenda attached hereto shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party to the other or to a third party.

**MISCELLANEOUS**

This Agreement shall remain in force for a period five (5) years from the date of the last signature below, with the understanding that either party giving ninety (90) days advance written notice to the other party may terminate it for any reason.

The parties will enter into good faith negotiations to resolve any disputes arising from this Agreement. Resolution will be confirmed in writing. If the parties cannot resolve any dispute amicably through negotiation, either party may terminate this Agreement in accordance with the terms hereof.

Neither party is agent, employee, legal representative, partner or joint venture of the other. Neither party has the power or right to bind or commit the other.

This Agreement and all exhibits and attachments attached hereto embody the entire understanding of the parties and will supersede all previous or contemporaneous

communications, either verbal or written, between the parties relating to this Agreement.

This Agreement shall bind, and inure to the benefit of, the parties and any successors to substantially the entire assets of the respective party. Neither party may assign this Agreement without first obtaining the prior written consent of the other party, and any attempted assignment is void.

No modification to this Agreement will be effective unless confirmed in a written amendment signed by each party's authorized representative. Such amendment, once approved by both parties, will become part of this Agreement.

Each party represents that the individuals signing this Agreement on its behalf are authorized, and intend, to bind the organization in contract.

The parties may sign this Agreement in one or more counterparts, each of which constitutes an original and all of which together constitute the Agreement. The parties agree that facsimile signatures may substitute for, and will have the same effect as, the original for all purposes.

Neither party will use the name of the other party, nor the name of any employee, or student of the other party, or any abbreviations thereof, in any form of advertising or publicity without the express written permission of the other party and, if an individual's name be concerned, of that individual.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below their respective signature.

**FOR THE BOARD OF TRUSTEES OF  
THE UNIVERSITY OF ILLINOIS**

By:

\_\_\_\_\_  
Walter K. Knorr  
Title: Comptroller

Date:

\_\_\_\_\_

**FOR THE UNIVERSITY OF WARMIA  
AND  
MAZURY IN OLSZTYN (UWM)**

By:

\_\_\_\_\_  
Prof. Dr. Ryszard Gorecki  
Title: Rector

Date:

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