AGREEMENT

BETWEEN

THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION

AND

THE MARIA GRZEGORZEWSKA ACADEMY OF SPECIAL EDUCATION IN WARSAW (POLAND)

CONCERNING

THE ESTABLISHMENT OF A UNESCO / JANUSZ KORCZAK CHAIR IN SOCIAL PEDAGOGY

AT

THE MARIA GRZEGORZEWSKA ACADEMY OF SPECIAL EDUCATION IN WARSAW (POLAND)

Agreement

Concerning the establishment of a UNESCO /Janusz Korczak Chair in Social Pedagogy in Warsaw at the Maria Grzegorzewska Academy of Special Education in Warsaw, Poland

The United Nations Educational, Scientific and Cultural Organization (hereinafter referred to as "UNESCO"), 7, place de Fontenoy, 75352 Paris 07 SP, France, represented by its Director-General, Mr Koïchiro Matsuura,

and

The Maria Grzegorzewska Academy of Special Education in Warsaw, (hereinafter referred to as "the Academy") Szczesliwicka St., 02 –353, Warsaw, Poland, represented by its Rector, Professor Adam Fraczek,

Considering that one of the essential factors favouring development in the fields of competence of UNESCO is the exchange of experience and knowledge between universities and other higher education institutions;

Convinced that joint work by university teachers, researchers and administrators from regions all over the world will provide important benefits for the entire academic community;

Bearing in mind the mission and objectives of UNESCO set forth in its Constitution and its role in promoting international inter-university cooperation;

Taking into account the experience of the UNITWIN/UNESCO Chairs Programme as a stimulus for academic mobility and the rapid transfer of knowledge through twinning, networking and other linking arrangements;

Agree as follows:

- Article 1 The Academy shall, in cooperation with UNESCO, establish a UNESCO Chair in Social Pedagogy (hereinafter referred to as "the Chair") at its Faculty of Pedagogical Sciences.
- Article 2 The purpose of the Chair shall be to promote an integrated system of research, training, information and documentation in the field of social pedagogy, in order to further stimulate the development towards quality and child centered education for all children. It will serve as a means of facilitating collaboration between high-level, internationally recognized researchers and teaching staff of the Academy and other institutions in Poland and Europe.

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Article 3 The Academy, in consultation with UNESCO, shall appoint the Chairholder who will be selected by means of a procedure to be mutually agreed upon.

- Article 4 The Chair shall consist of the Chairholder and the teaching personnel, researchers and students associated with its training and research programme.
- Article 5 The Academy shall sign a contract with the Chairholder for a fixed period to be determined by it, giving the holder the same rights and obligations as those of other scholars of the same category at the Academy. The contract shall also define the Chairholder's salary and benefits, travel expenses, installation grant and housing and medical insurance.
- Article 6 The Academy shall grant the Chairholder the facilities necessary to accomplish his/her academic research and training activities, i.e. the opportunity to organize and promote an integrated system of research, training, information and documentation and to disseminate the results of research in the field of social pedagogy.
- Article 7 Wherever possible, UNESCO shall endeavour to provide a "seed-money" contribution, it being understood that any such contribution shall be the subject of a separate agreement between UNESCO and the Academy. UNESCO shall also collaborate with the Academy in the search for extrabudgetary funds to continue the activities of the Chair.
- Article 8 The Academy shall submit an annual report to UNESCO presenting the activities carried out by the Chair. If approved by UNESCO, this report may be distributed to the world academic community. UNESCO shall contribute to the international dissemination of information on the experience and potential benefits of the activities of the Chair at the regional and international levels. The Academy shall provide a financial report showing the financial support obtained for the Chair from different sources.
- Article 9 UNESCO shall take the necessary steps to facilitate the participation of the Academy in its programmes and activities with a view to strengthening international academic cooperation in the field of scientific research and its application for national development. Wherever possible, UNESCO shall also promote the exchange of professors, researchers, and students with other universities within the framework of the UNITWIN/UNESCO Chairs Programme.
- Article 10 Within that framework, UNESCO shall endeavour to associate the Academy with the activities of different Chairs and inter-university networks participating in the Programme, especially in Member States in the Europe region, and with those of similar Chairs in other regions of the world.
- Article 11 Subject to the terms of this Agreement, the Academy shall assume all expenses linked to the execution of activities undertaken by the Chair.
- Article 12 Neither the Academy nor any member of its staff employed for the execution of the activities linked to the Chair shall be considered an agent, representative or member of UNESCO's staff, nor shall they enjoy any benefit, immunity.

remuneration or reimbursement if not clearly foreseen in this Agreement; moreover, they shall not be authorized to present themselves as being part of UNESCO, nor make statements on UNESCO's behalf, nor commit UNESCO to any expense of any nature or to any other obligation.

- Article 13 The Academy shall be entirely responsible for taking any measures it deems necessary to insure itself against loss, injury or damage incurred during the execution of these activities.
- Article 14 The present Agreement shall enter into force for a period of 2 (two) years on the date of both signatures having been appended. It may be cancelled by either party subject to 60 (sixty) days' written notice to the other party.
- Article 15 Any renewal of the present Agreement shall be effected by an exchange of letters between the parties.
- Article 16 In the event of a dispute, the parties shall make a good faith effort to settle it amicably. In the event that an amicable settlement cannot be reached, any dispute arising out of or relating to this Agreement shall be settled by a sole arbitrator appointed by mutual agreement, or failing this, by the President of the International Court of Justice at the request of either party.

In witness whereof, the undersigned, duly authorized to that effect, have signed this Agreement in two copies [2] in the English language.

For the United Nations Educational, Scientific and Cultural Organization

For the Maria Grzegorzewska Academy of Special Education in Warsaw

Koïchiro Matsuura Director-General

Date. 13 OCT 2004

Professor Adam Fraczek

Rector

Date 05. NOV 2009

CONTRACTOR OF THE SECTION OF THE SEC