

**AGREEMENT FOR FACULTY EXCHANGE
BETWEEN THE SLAVIC LANGUGES AND LITERATURE DEPARTMENT OF THE UNIVERSITY OF PITTSBURGH AND
AN ACADEMIC UNIT OF FACULTY OF MONTENEGRIN LANGUAGE AND LITERATURE**

This Agreement is made as of 28th day of August, 2023 ("Effective Date") for a Faculty Exchange ("Agreement") and is entered into by and between the University of Pittsburgh - Of the Commonwealth System of Higher Education, through its Department of Slavic Languages and Literatures (hereafter "University of Pittsburgh"), Pittsburgh, Pennsylvania, USA, and Faculty of Montenegrin Language and Literature located at Baja Pivljanina 134, 81250 Cetinje, Montenegro, through its Faculty of Montenegrin Language and Literature Baja Pivljanina 134, 81250 Cetinje, Montenegro] (hereafter referred to as FCJK") (collectively referred to as the "Parties".)

1. Purpose: The purpose of this Agreement is to enhance the international capacity of the Parties' faculty and encourage the development of joint research projects and other scholarly activities among the Parties' faculty on topics of mutual interest.

2. Term and Termination: The term of this Agreement shall be for an initial five (5) year term, commencing on the Effective Date, optionally followed by five (5) year renewal terms provided both parties concur in writing. However, this Agreement may be terminated by either Party by providing written notice of termination from an authorized signatory no later than January 31st of the year in which the termination is to become effective. Following such notice, the termination shall be effective at the conclusion of the then current academic year. In addition, each party shall have the right to terminate this Agreement upon sixty (60) days' notice where the other party has breached any of its obligations under this Agreement and such breaching party fails to remedy such breach within the sixty (60) day notice period.

3. Administration:

3.1 The parties shall agree annually on the number of faculty who will participate in this exchange program. Each institution shall nominate its own faculty for participation in short term exchanges (approximately one month), however final approval must be based on the mutual agreement between the home and host institutions. Dossiers, including curriculum vitae and a statement of purpose for the exchange must be received by the host institution at least three months prior to the exchange. The University of Pittsburgh requires documentation that verifies that the exchange faculty has the requisite English proficiency for successful participation in the exchange program.

3.2 This faculty exchange is subject to the University of Pittsburgh policies and procedures related to faculty and visiting scholars which can be found at <http://www.cfo.pitt.edu/policies/> as well as the laws and regulations of the United States.

3.3 The host institution shall assist exchange faculty with resources to create a mutually productive opportunity. The host institution shall make available to the exchange faculty the following academic resources and support services - office space, free access and use of research material from library services, the possibility of proposing and implementing a program of extracurricular activities, such as short-term non-credit courses, workshops, lectures, etc., the possibility of publishing research results in host institution editions, possibility to participate in scientific conferences, round tables or other academic events organized by the host institution. Exchange faculty are responsible for securing their own housing accommodations, but

the host institution will provide assistance and support in locating appropriate housing.

3.4 Faculty Status: The faculty will remain employees of their respective home institution. The host institution assumes no financial responsibility related to the exchange faculty, including but not limited to employment compensation, travel, transportation, local subsistence, health insurance, lodging or other expenses incidental to the visit unless otherwise specifically agreed to in a separate document duly executed by authorized representatives of the parties. In no event shall the exchange faculty be considered agents, employees or representatives of the host institution.

3.5 Nondiscrimination: In performing this agreement, the parties agree not to discriminate based on race, color, religion, national origin, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity and expression, genetic information, and veteran status. To the extent it is internationally practicable, the parties also agree to reasonably accommodate individuals with disabilities.

3.6 Insurance: Hospital and medical expenses are the sole responsibility of the exchange faculty. Each exchange faculty must have health, accident, emergency medical evacuation and repatriation of remains [, and disability] insurance for himself/herself and his/her spouse and dependents at least comparable to that endorsed and made available by the host institution to cover medical contingencies while in the host country, and provide proof of health insurance coverage to the host institution prior to the exchange.

4. Additional Terms:

4.1. Visa and Immigration: The exchange of faculty outlined in this Agreement shall be subject to all applicable immigration laws and regulations of Montenegro and the United States of America and any limitations and/or restrictions related thereto, as determined by the University of Pittsburgh's Office of International Services and the FCJK's International Relations Office at partner. The faculty shall be responsible for the visa and passport arrangements as necessary for their participation in the exchange. Each exchange faculty shall keep the host institution informed of any changes to his/her immigration status.

4.2. Indemnification: The University of Pittsburgh shall indemnify, defend, and hold harmless Faculty of Montenegrin Language and Literature, its Board of Directors, officers, agents, and employees, from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses including reasonable attorney fees, arising, either directly or indirectly, from any act or failure to act by University of Pittsburgh, or any of its officers, employees, or agents. Faculty of Montenegrin Language and Literature shall indemnify, defend, and hold harmless University of Pittsburgh, its Board of Trustees, officers, agents, and employees, from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses including attorney fees, arising, either directly or indirectly, from any act or failure to act by Faculty of Montenegrin Language and Literature, or any of its officers, employees, or agents.

4.3 Compliance with Laws: Each Party agrees that in connection with this Agreement that it will abide by applicable laws and regulations. No Party will offer, promise or give, directly or indirectly, anything of value to any government official, political party official, political candidate, or employee thereof or to any third party while knowing that such item of value or any portion thereof may be offered, promised, or given to a government official, political party official, political candidate, or employee thereof for the purpose of obtaining or retaining business. Each Party specifically agrees that in connection with this Agreement, it will take no action, or omit to take any action, which would cause another party to be in violation of the applicable laws of the United States, including the U.S. Foreign Corrupt Practices Act and/or any local laws regarding bribery as well as any US anti-boycott laws. In addition, the Parties represent and certify that neither the Parties nor their officers, board members nor agents involved in the performance of this

Agreement have been convicted of crimes involving theft, fraud, bribery, corruption or moral turpitude and that each is not now listed by any government agency as being debarred, suspended or proposed for debarment or suspension.

4.4. Jeopardy of Licenses, Accreditation or Non-Profit Status: The Parties shall not do anything that would jeopardize University of Pittsburgh's licensure by Commonwealth of Pennsylvania, accreditation by applicable accrediting bodies, federal, state or local tax exemptions (including, without limitation, University of Pittsburgh's non-profit status under Section 501(c)(3) of the Internal Revenue Code of the United States), or eligibility for students for financial assistance from the U.S. Department of Education, U.S. Department of Health and Human Services and the Commonwealth of Pennsylvania. Notwithstanding the other provisions of this Agreement, if University of Pittsburgh is in jeopardy of the loss of any of the aforementioned licenses, accreditation or eligibility as a result of its participation under this Agreement, University of Pittsburgh shall have the right to terminate this Agreement.

4.5 This Agreement shall be subject to all United States and Montenegro laws, treaties, regulations, orders, and decrees, and any delay in, or termination of performance due to such laws, specifically including the treaties, regulations, orders or decrees shall not be considered a breach of this Agreement.

4.6. Neither party to this Agreement shall have the right to assign any duty or responsibility arising hereunder without the written consent of the other party.

4.7. This Agreement has been drawn in English and [partner language]; however, only the English version shall be the official version of the Agreement.

4.8. This agreement shall be governed by the laws of the Commonwealth of Pennsylvania, of the United States of America, without regard to conflicts of law principles. Any dispute arising hereunder shall be adjudicated in a state or federal court located in Allegheny County, Pennsylvania, and the parties consent to personal jurisdiction in Allegheny County, Commonwealth of Pennsylvania.

4.9. This Agreement constitutes the entire agreement between the parties. Any later change in any term or condition of this Agreement shall be effective only if in writing and signed by both parties. If any provision of this Agreement is determined to be invalid or unenforceable, the Agreement shall be ineffective only to the extent of such prohibition and the validity and enforceability of all of the remaining provisions shall not be affected.

4.10. Publicity. Each Party may use the other Party's name to promote events, programs, or other matters specifically related to this Agreement, and for no other purpose. Each Party agrees to grant the other a non-exclusive, non-transferrable, non-sublicensable license to use and reproduce the other Party's name for this purpose. Notwithstanding the foregoing, neither Party may use the other Party's trademarks or logos for publicity, promotion, or any other purpose without first receiving the prior written consent of the other Party.

4.11. Academic Freedom: The parties agree to maintain and encourage, in accordance with US law, full freedom of inquiry, teaching, research and publication of results. Accordingly, the parties subscribe to Academic Freedom principles for all exchange participants in accordance with the guidelines, policies and procedures of the University of Pittsburgh.

4.12 Notice: Each Party shall send communications or notices pertaining to this Agreement to the other Party at the relevant address set forth below or to such other address designated by that other Party through written notice.

University of Pittsburgh: ucis@pitt.edu

FACULTY OF MONTENEGRIN LANGUAGE AND LITERATURE: Baja Pivljanina 134, 81250 Cetinje,
info@fcjk.me, +382 41 241 244, http://www.fcjk.me/

4.13 Force Majeure: Neither party will be liable for any delay or failure in performance due to causes beyond its reasonable control and without its fault or negligence. Such causes include acts of God, acts of a public enemy, acts of a civil or military authority, embargoes, quarantine restrictions, war, terrorist acts, riots, insurrections, fires, floods, earthquakes, hurricanes, epidemics, labor strikes or any other circumstances of like character. The party whose performance is delayed shall promptly notify the other party of such force majeure condition, work diligently to mitigate its effects and provide workarounds and fixes, and make best efforts to resume performance as soon as practicable.

In witness of the terms of this Agreement and intending to be legally bound, the signatures of the following authorized representatives of the parties are affixed:

UNIVERSITY OF PITTSBURGH

FACULTY OF MONTENEGRIN LANGUAGE AND LITERATURE

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Kathleen Blee

Dean

Date: 05-10-2023 | 11:54 AM EDT

Name: Prof. Dr. Adnan Čirgić

Title: Dean

Date: 10. 5. 2023.

UNIVERSITY OF PITTSBURGH

DocuSigned by:



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Ariel C Armony

Vice Chancellor for Global Affairs:

Date: 05-10-2023 | 1:43 PM EDT