

J.D.L.U rektori  
K. H. Sharipovga  
Turizm va servis  
Kafedrasini tayanch  
doktoranti Raxmonova  
N. H. dan

## Ariza

Men, Raxmonova N. Germaniyaning DAAD (German Academic Exchange service) xalqaro granti ta'lim tashkiloti "sharqoniy xamkorlik" grant dasturi sovrindori b'lganligim munosabati bilan, stipendiya suglangan holda 2022-yil oktyabr - noyabr oylorida HTWG, Konstanz universitetida tadqiqotlarda ishtirok etishda ruhsat berishingizni so'rayman.

8.04.2022.



N. Raxmonova  


# **Translation of the German "Vereinbarung"**

## **Agreement**

**Between the HTWG Konstanz - University of Applied Sciences.**

- Hereafter referred to as "HTWG"

**And**

**Ms. Nigina Rakhmonova, date of birth 1997/27, Samarkand**

- Hereafter referred to as "visiting scholar"

### **Preface**

- (1) According to the interpretation of the HTWG, visiting scholars are scholars who have been invited by the HTWG to only carry out research and teach on a temporary basis without being a member of the HTWG in the sense of § 9 Higher Education Law (LHG). This in particular refers to scholars whose stay is primarily being financed by their home institution or a scholarship from an external institution.
- (2) All official, status and functional designations in this agreement that are written using the grammatical masculine form refer equally to both women and men.

### **§ 1**

- (1) The visiting scholar is permitted to stay at the HTWG from 10/04/2022 to 11/04/2022 specifically to carry out research in their area of expertise and teach at the HTWG.
- (2) In order to do this, the visiting scholar shall be permitted, in consultation with the host professor of the respective department, to use the facilities and equipment necessary to pursue their research and teaching activities. When using software, the license agreements between the HTWG and the manufacturer are to be taken into consideration. The HTWG host professor is responsible for overseeing that the license agreements are complied with.
- (3) The visiting scholar is required to
  - Follow the instructions of the host professor or staff member assigned to him/her, in so far as these are necessary for maintaining the service operation,
  - Observe all required safety measures contained in the HTWG laws, regulations, accident prevention regulations or internal regulations,
  - Use the facilities and equipment diligently and carefully.
- (4) In addition, the visiting scholar is obliged to finance their research using their own funds, unless they are being financed by funds from the respective professor. The host university of applied sciences agrees to pay the visiting scholar a residence allowance of € 1.200,00 for his/her accommodations. The visiting scholar has to meet all obligations according to the German tax and social security laws on his/her own initiative.

## § 2

- (1) This agreement does not constitute a service or employment contract. There shall be no claim to any civil servant or employee status based on this agreement.
- (2) The visiting scholar has no claim to remuneration or any other form of compensation from the HTWG or the state of Baden-Württemberg.
- (3) The also applies expressly for courses offered by the visiting scholar.

## § 3

- (1) The teaching and research stay at the HTWG carries the risk that the visiting scholar may be liable for any for any loss, damages or injury of any nature caused purposefully or negligently.
- (2) The visitor is recommended to obtain the appropriate liability insurance coverage.
- (3) The HTWG and the state of Baden-Württemberg shall not be liable to the visiting scholar beyond the legal provisions. The visitor is therefore also recommended to obtain the appropriate accident and health insurance coverage. Statutory accident protection for visiting scholars may be available via the statutes of the accident insurance fund of Baden-Württemberg. The insurance fund of Baden-Württemberg is solely responsible for determining such protection.

## § 4

- (1) The visiting scholar may not share information about any aspects of the project or their department at the HTWG that have been designated as confidential or are identifiable as such.
- (2) This also applies after completing their stay at the HTWG.

## § 5

- (1) The visitor agreement between the visiting scholar and the HTWG ends on the last day of the time period listed in § 1 Par (1). A separate termination is not required to this extent.
- (2) The visitor agreement also ends without the need for a separate termination on the day the visiting scholar's residence permit expires or is revoked.
- (3) The visitor agreement can be terminated by either the HTWG or the visiting scholar in compliance with a 14-day period to the end of the month. This shall be done in written form and must not include the reasons for the termination.
- (4) The visitor agreement can be terminated without notice in written form by both parties given an important reason. An important reason may be a considerable or recurring breach of one or multiple provisions in this agreement.

## § 6

- (1) The HTWG and the visiting scholar agree that there shall be no further claims other than the ones listed in this agreement.
- (2) Konstanz shall be the agreed-upon jurisdiction for both parties for any legal disputes related to this research and/or teaching visit.

## § 7

- (1) Any changes, amendments or collateral agreements to this agreement must be made in writing.
- (2) This legal agreement will be made out in triplicate (in German language). The visiting scholar, the host professor and the International Students Office will each receive one version; the HTWG personnel department will receive a copy.