

**ENGAGEMENT AGREEMENT**

This agreement is made on 25/09/2020 between the Cyprus International Institute of Management (CIIM), with registration number HE 42590 and registered office address 21, Academias Avenue, Aglandjia, 2151, Nicosia, Cyprus (hereinafter "CIIM") and Prof. ....with Passport number ..... permanent residential address .....(hereinafter "the affiliated faculty member").

**WHEREAS:**

- A. CIIM is an educational institution that provides both academic and professional education offering accredited academic degrees, training, consulting, coaching, mentoring and/or other related services to students, professionals, businesses and other interested parties, conducts research and publications, organizes conferences and other relevant activities and events, applies for and implements research programmes and tenders in various fields.
- B. The affiliated faculty member is a Professor of ..... at ..... University, with expertise in the areas of:
  - (a) .....
  - (b) .....
  - (c) .....

In particular, the affiliated faculty member is well known for his/her contribution in the above-mentioned fields both with his/her teaching skills and his/her research work including publications in important scientific journals, writing of books and/or chapters in books, contribution to scientific conferences with original presentations, participation in significant research projects, etc. Furthermore, the affiliated faculty member is an acclaimed member of the academic community, not only for his/her professional achievements, but also for his/her personal and professional ethics.

- C. CIIM and the affiliated faculty member decided to co-operate in the fields of action of the former and the areas of expertise of the latter, in order to provide the highest possible quality of education, research and other related services
- D. Hence, they signed the present engagement agreement.

**THE PARTIES AGREED AS FOLLOWS:**

- 1. The affiliated faculty member is engaged by CIIM as a **Visiting Professor and a member of CIIM's Academic Teaching and Research Personnel.**

2. **Duration of the agreement:**

- 2.1 The effect of the agreement **commences on the 1st September 2021 and ends on the 31 August 2023.**
- 2.2 This agreement will be **automatically renewed at its end for a successive period of 2 years.** If either of the parties wants the agreement not to be renewed, owes to inform the other party by written notice at least 3 months before the completion of the agreement's duration.

3. **Teaching in degree programmes**

- 3.1. The affiliated faculty member is expected to teach the annually assigned courses, indicated in the annual addendum to this contract, at the Nicosia and/or the Limassol campus of CIIM. The course syllabus must meet the programme objectives and intended learning outcomes as described in the Course Descriptor and approved by the Programme Director. He/she may make changes or suggest additional subjects or a different approach but in consultation and with the approval of the Programme Director.
- 3.2. While it is recognized that the affiliated faculty member may have his/her own unique teaching method and style, he/she is urged, to the extent possible, to follow CIIM's teaching model which appears to be very effective in the context of our modular courses. The CIIM teaching model is learner-focused and problem-based and affords the student more interaction and immediate feedback with the instructor in class (a brief description is found in the attached *CIIM Instructors Guidelines* and a longer manual is available on request from the Admin. office).
- 3.3. The affiliated faculty member is expected to grade exams & assignments promptly and at any rate no later than 5 weeks after their submission and provide students with detailed feedback to the students. Grades are submitted on the Grading Excel Sheets provided by CIIM. Response to students' emails, inquiries and complaints must be prompt (within 24 hours). More detailed guidelines on grading, reading materials and related matters are attached.
- 3.4. It is important to a) adhere to the dates agreed, b) once assessment is set, it should not be changed, c) faculty must follow the syllabus, and d) feedback must be provided to students.
- 3.5. The affiliated faculty member is expected to be available and arrange to meet with students in person or online as appropriate. He/she is also expected, from time to time, to present a free public lecture at CIIM premises open to the public as part of CIIM's corporate social responsibility.

4. **Teaching executive and other training courses**

- 4.1. The affiliated faculty member may also be asked to teach executive courses in his/her area of expertise if interested and available. The remuneration for teaching executive training courses will be agreed directly with the Executive Education department.

5. **Research**

- 5.1. CIIM puts heavy emphasis on academic research published in top international academic publications. The affiliated faculty member is expected to continue to be an active researcher publishing in top academic journals in her/his field. CIIM will reward the affiliated faculty member for research publications in which the affiliation with CIIM is explicitly acknowledged. Furthermore, the affiliated faculty member, is strongly urged to form close ties with the CIIM resident faculty for the purpose of collaborating in teaching, research and consulting work, carried out through CIIM. Joint research with CIIM faculty is highly valued and appropriately rewarded.

6. **Application for and implementation of research programmes and tenders:**

6.1. The parties may agree that the affiliated faculty member will participate in the application and/or implementation of research programmes and tenders under (and) the umbrella of CIIM.

6.2. In that case, the affiliated faculty member will prepare in collaboration with CIIM and other persons involved- the part the research or tender proposal corresponding to his/her field of expertise.

7. **Other duties**

7.1. As CIIM considers its Affiliated Faculty an integral part of its Academic Teaching and Research Personnel the affiliated faculty member is expected to get involve in the life of the school by advising the Management, participating in committees, helping in establishing institutional links and cooperation with his/her school, and generally promoting the interests of CIIM and his/her programme and alerting the Institute to threats, new developments and emerging opportunities.

8. **Conduct**

8.1. Affiliated Faculty is expected to abide by the same code of conduct as resident faculty avoiding statements, actions or behaviours that may be misunderstood, conflicts of interest, or other ethical issues that might adversely affect the reputation of the school.

9. **Conflict of interest and/or responsibility:**

9.1. The affiliated faculty member agrees to abstain from any activity that may constitute conflict of interest and/or conflict of responsibility with reference to his/her duties under this agreement.

10. **Confidentiality:**

10.1. The affiliated faculty member undertakes to respect any confidential information, characterized or not as such, that belongs and/or concerns, directly or indirectly, CIIM, its owners, shareholders, managers, faculty members, instructors, affiliates, clients, students, trainees, courses, executive programmes, consulting projects, research initiatives and/or otherwise related to them persons and/or activities and which came and/or is in the former's possession and/or knowledge in any way.

10.2. The affiliated faculty member shall not disclose to any person any such information, in full or in part, in written or other form, or utilize the same for any reason and/or purpose other than for the benefit and pursuant to written authorisation granted by CIIM.

10.3. The affiliated faculty member owes to comply with this obligation both during the effect of this agreement and after its termination for whatever reason.

10.4. Notwithstanding the above, the affiliated faculty member may disclose confidential information pursuant to any governmental, judicial or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the receiving party promptly notifies -to the extent practicable- CIIM in writing of such demand for disclosure so that the latter, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the relevant information. The affiliated faculty member may comply with such request, provided he/she gives -if permitted by law- CIIM prompt notice of such disclosure. The affiliated faculty member owes not oppose and cooperate, to the extent possible, with any efforts of CIIM for a protective

order or other relief. However, if CIIM is unable to obtain or does not seek a protective order or other relief and the affiliated faculty member is legally requested or required to disclose such confidential information, disclosure may be made without liability.

- 10.5. Confidential information includes, inter alia and not exhaustively, all personal, financial, business and/or other information of and/or related to the above-mentioned persons and/or activities (for example, personal and contact details, bank accounts, financial data, mark records, business plans, marketing strategies, etc.).

11. **Non-solicit:**

- 11.1. The affiliated faculty member agrees to restrain from, directly or indirectly, recruit, solicit, induce and/or try to do so any manager, faculty member, instructor, affiliate, client, student, trainee, course, degree, executive programme, consulting project, research initiative and/or any other person and/or activity directly and/or indirectly related to them.
- 11.2. The affiliated faculty member owes to comply with this obligation during the effect of this agreement and for the 2 years following its termination for whatever reason.

12. **General data protection:**

- 12.1. CIIM follows and complies with all the data protection laws and regulations of the Republic of Cyprus. Thus, it possesses, uses and processes the personal and/or other data of and/or related to the affiliated faculty member as these laws and regulations provide.
- 12.2. The affiliated faculty member shall inform CIIM in written and in good time about any changes to his/her personal and/or other data that the latter needs in its collaboration with the former.
- 12.3. The affiliated faculty member can request access to his/her data that CIIM holds. Such request shall be made in writing.
- 12.4. The affiliated faculty member undertakes to possess, use and/or process the personal and/or other data of CIIM, its owners, shareholders, managers, faculty members, instructors, affiliates, clients, students, trainees and/or otherwise related to it persons that came and/or is in his/her possession and/or knowledge in any way in accordance with the above mentioned laws and regulations.

13. **Intellectual property:**

- 13.1. The affiliated faculty member shall restrain his/her property rights on the work he/she produces in the context of his/her engagement with CIIM under this agreement (for example, notes, presentations, publications, etc.). In case that this work is created by both the affiliated faculty member and CIIM, i.e. both put effort in the preparation of the work per se, then the relevant intellectual property rights belong to both respectively.
- 13.2. However, the intellectual property rights on the work that the affiliated faculty member produces on specific demand by and/or for CIIM and/or by and/or for its clients and/or by and/or for otherwise related to CIIM persons under (and) the umbrella of latter belongs to CIIM and/or its clients and/or the otherwise related to CIIM persons as the case may require (for example, a business plan prepared on demand and for CIIM belongs to the latter, a marketing strategy prepared on demand and for a client of CIIM belongs to this client, etc.).

13.3. In case that the work for a service (for example, content, notes, presentations, etc.) is created by both the affiliated faculty member and CIIM as defined above and/or by the affiliated faculty member on specific demand by and/or for CIIM and/or by and/or its clients and/or by and/or for otherwise related to CIIM persons under (and) the umbrella of CIIM, the first is not allowed to use it independently, i.e. outside his/her collaboration with CIIM, unless he/she receives the prior written consent of the latter.

14. **Remuneration:**

14.1. As regards the teaching of courses, the affiliated faculty member's remuneration will be €500 per ECTS (€3,000 per standard 6 ECTS course).

14.2. As regards training, consulting, coaching, mentoring and/or other related services, the affiliated faculty member's remuneration will be determined by a written arrangement with CIIM.

14.3. As regards the research though publications acknowledging/crediting CIIM, the affiliated faculty member's remuneration will be as follows:

- Publication of one paper in A-tier refereed journal -> €2.000.
- Publication of an academic book or textbook of international scope and impact -> €1.500.
- Publication of a paper in a B-tier refereed journal or an edited volume of an international impact -> €1.000.
- Publication in C-tier refereed journal or instructional research or applied business research on themes that have a major impact on the region and are of global interest or an international-award-winning business case -> €500.

In case of multiple CIIM co-authors, the above-mentioned compensation will be shared accordingly. For example, if two affiliated faculty members are co-authors of a paper, then the relevant above-mentioned compensation will be equally shared. If one affiliated faculty member and one faculty member are co-authors of a paper, and the latter has not completed his/her points under his/her employment agreement, then the former will be paid the half of the above-mentioned relevant amount and the latter will be credited with the relevant points.

14.4. As regards the research though presentations at conferences and/or other related activities and events, the affiliated faculty member's remuneration will be determined by a written arrangement with CIIM.

14.5. As regards the research programmes and the tenders, if the affiliated faculty member prepares a proposal for grant with and/or under (and) the umbrella of CIIM and this proposal successes, his/her relevant remuneration will be determined by the provisions of the project and/or by a written arrangement with CIIM.

14.6. If the affiliated faculty member works for a funded project with and/or under (and) the umbrella of CIIM, his/her relevant remuneration will be determined by the provisions of the project and/or by a written arrangement with CIIM.

14.7. If case that the affiliated faculty member brings to CIIM funded projects, he/she is entitled to a bonus equal to 2-5% of the relevant fund as agreed in written with CIIM. However, this provision does not apply to EU programmes and other programmes that do not allow the payment of such bonus.

- 14.8. All the above-mentioned remunerations, as specified according to paragraph 9.13., include VAT if applicable.
- 14.9. The affiliated faculty member shall issue an invoice in the name of CIIM for his/her services and remuneration and a relevant receipt when paid.
- 14.10. The payment will be made by transfer and/or deposit of money to the following account of the affiliated faculty member:  
.....
- 14.11. Any banking fees for the transfer and/or deposit of the affiliated faculty member's remuneration shall be covered by the latter.
- 14.12. The payment of personal taxation, social security, general health system and any other taxes, contributions and/or charges as provided by the laws and regulations of the Republic of Cyprus and/or any other country the affiliated faculty member is related with constitutes exclusive responsibility of the latter.
- 14.13. In all the cases of cooperation between the affiliated faculty member and CIIM on a particular project, the exact remuneration of the former, as well as the way and time of payment will be defined -subject to the above provisions- in the Addendum to the Engagement Agreement that will be relevantly signed by the parties.

15. **Airfare, accommodation and transportation:**

- 15.1. If the affiliated faculty member is locally based, then no airfare, accommodation and/or transportation costs are covered by CIIM.
- 15.2. If the affiliated faculty member is based abroad and has accommodation in Cyprus, then airfare (economy class) and transportation (from the airport to Nicosia or Limassol on the day of arrival and from Nicosia or Limassol to the airport on the day of departure) -but no accommodation- costs are covered by CIIM.
- 15.3. If the affiliated faculty member is based abroad and has no accommodation in Cyprus, then airfare (economy class), accommodation (bed and breakfast) and transportation (from the airport to Nicosia or Limassol on the day of arrival and from Nicosia or Limassol to the airport on the day of departure) costs are covered by CIIM.
- 15.4. In the cases that airfare, accommodation and/or transportation costs are covered by CIIM, either the tickets, the hotel and/or the other required arrangements will be settled and paid directly by CIIM or a fix amount defined by CIIM will be paid by the latter to the affiliated faculty member. The relevant decision lies within the discretion of CIIM.

16. **Termination:**

- 16.1. Either party may terminate this agreement by giving the other party 3 months' written notice.
- 16.2. Notwithstanding the above, either party may terminate this agreement by giving the other party written notice with immediate effect in the following instances:
- Occurrence of a material breach of this agreement by the other party.
  - Absence of communication and co-operation by the other party.
  - Lack of trust and/or confidence to the other party.

- Display of faulty behaviour by the other party.
- Violation of the law in a manner that directly or indirectly affects this agreement by the other party.
- Existence of any other serious reason that objectively hinders the collaboration between the parties.
- Force majeure and/or unpredictable and/or unpreventable by reasonable means event, outside the control of the affected party (for example, war, terrorism, extreme natural calamities, epidemics, etc.).
- At any other case that the law provides for immediate termination of an agreement in general and/an engagement agreement in particular.

16.3. In any case of termination, the affiliated faculty member shall cooperate with CIIM to ensure a smooth transition of his/her responsibilities.

16.4. In any case of termination, the affiliated faculty member must return and/or leave to CIIM anything that consists property of the latter and/or anything that was in his/her possession in order to be used for the purposes of this agreement and/or the operation of CIIM (for example, documents, information, etc.).

17. **Law and jurisdiction:**

17.1. This agreement is governed by the laws and regulations and subjects to the jurisdiction of the Republic of Cyprus.

18. **Final clauses:**

18.1. If any provision of this agreement, in full or in part, or the application thereof to any person, place or circumstance shall be held to be invalid, unenforceable or void, the remainder of this agreement and such provision as applied to other persons, places and circumstances shall remain in full force and effect.

18.2. All the provisions of this agreement are essential and breach of any of them gives the injured party the right to terminate and/or claim damages and costs as the laws and regulations of the Republic of Cyprus provide.

18.3. This agreement was made in duplicate and each party has received one original.

**CIIM**

**AFFILIATED FACULTY MEMBER**

Signature.....

Signature .....

Name.....

Name of Faculty.....

(Director and Dean)

WITNESS 1.....

WITNESS 2 .....