

MEMORANDUM OF AGREEMENT

between

UNIVERSITY OF PETROȘANI

and

SERGO ORDZHONIKIDZE RUSSIAN STATE UNIVERSITY
FOR GEOLOGICAL PROSPECTING

I. GENERAL

A. Parties of Agreement

This Memorandum of Agreement is being established between **University of Petroșani, Petroșani, Romania** and **Sergo Ordzhonikidze Russian State University for Geological Prospecting** (*Sergo Ordzhonikidze University*), **Moscow, Russia**. The two institutions shall be referred to collectively as the “Participating Institutions” or briefly as the “Parties” in this Memorandum of Agreement.

B. Purpose of Agreement

Endeavoring to increase their cooperation in research and education, the parties of the agreement, after approval by their responsible authorities, agree to conclude this Memorandum on academic cooperation. The purpose of this Memorandum is to facilitate and to enhance the academic cooperation between the parties of the agreement.

C. Modes of Collaboration

The Participating Institutions shall endeavor to promote collaboration through a range of strategies, which in the initial stages of this cooperation shall include

1. exchange of faculty and other research and technical specialists for short-term and, as funding and other circumstances permit, longer-term visits;
2. the design of collaborative research projects, including the development of formal proposals for funding of such research; and

3. the design of student exchange programs to be implemented as external funding for partial or full support of such exchanges may become available.

II. TERMS OF THE AGREEMENT

A. Focal Areas

The parties agree to develop collaborative programs in areas of mutual interest. Recognizing the importance of practical first steps based on a definition of shared institutional priorities for research and program development, the Participating Institutions agree to implement collaborative research through faculty and technical specialist exchanges in areas with particular strength at both institutions, as defined by the specific research profile of the individual university.

B. Activities in Support of Collaboration

The parties recognize the importance of certain ancillary activities in support of these areas of research and technical collaboration. Principal among these shall be, when appropriate,

1. the regular exchange of relevant publications and information generated by the parties; and
2. regular communication concerning the technologies necessary to enable and enhance the substantive areas of collaboration referred to in Section II. A.

C. Faculty Exchange

Exchanges of faculty and technical specialists generally shall be conducted under the following guidelines:

1. The parties shall — for a duration to be determined on a case-to-case basis and after mutual agreement — invite faculty for teaching and/or research visits. Visiting faculty must have a sufficient command of the language of instruction, if they are invited to teach.
2. The parties shall undertake efforts to raise funds from outside sources for the exchange of lecturers and/or researchers.
3. The parties shall inform one another regularly about the curricular programs offered by each, and especially about research seminars, colloquia, conferences, and symposia organized by each. They shall exchange documentation and publications issued from these proceedings.

4. Exchange faculty shall be responsible for obtaining any necessary visas and otherwise complying with all immigration laws and regulations of the country of the receiving institution. The receiving institution shall cooperate in such efforts, but shall not have any responsibility to assure the granting of any visas, permits or approvals.
5. Should any faculty collaboration result in any potential intellectual property, the parties shall immediately meet through designated representatives and seek an equitable and fair understanding as to ownership and other property interests that may arise. Any such discussions shall at all times strive to preserve a fair and continuing relationship between the parties.

D. Student Exchange

1. The parties agree to exchange students for the length of up to one academic year. The number of students exchanged per annum shall be approximately equal; minor imbalances may be adjusted.
2. Neither party shall levy tuition or other state fees on guest students.
3. Transportation and living expenses, costs of accommodation and health insurance, and other study costs (e.g., contributions to the local student welfare organization) shall be borne by the guest students, or by their home institution. Guest students are required to participate in the student health plan offered or approved by the host institution. Parties to the agreement shall undertake efforts to locate housing for the guest students.
4. The home institution shall propose students qualified for the exchange to the host university no later than six months prior to the beginning of the following academic year. The acceptance of exchange students is subject to the qualification of exchange students as required by the host institution
5. Guest students shall be registered as full-time students at the host institution. The host institution reserves the right to reject candidates because of existing restrictions on admission within an academic discipline. In this case, the home institution may propose further candidates or may suggest an alternate course of study for its students.
6. Guest students shall have the same rights and duties as other host institution students. Students who wish to take the ordinary final examinations or enroll in a degree program at the host university must have undergone the normal admissions procedures of that institution.
7. The anticipated student exchange programs between the parties shall be open to graduate students. These programs shall be developed according to the following general guidelines:

- a. Academic achievements at the host university shall be recognized by the home university according to the latter's standards and procedures. Specifics of each exchange student's course of study must be clarified and mutually agreed upon before the beginning of the student's exchange experience.
 - b. The respective host university shall appoint a faculty or staff member who is familiar with course equivalencies, and who shall provide guidance to exchange students.
 - c. Exchange students must meet the admissions criteria of the host university. Prospective exchange students shall submit their qualifications to the host university and clarify the academic program for their stay with the appointed faculty member at the host institution. Formal acceptance of each student by the host institution must precede the student's enrollment at the host institution.
8. Exchange students shall be responsible for obtaining any necessary visas and otherwise complying with all immigration laws and regulations of the country of the receiving institution. The receiving institution shall cooperate in such efforts, but shall not have any responsibility to assure the granting of any visas, permits or approvals.
 9. Exchange students shall be subject to all regulations, rules and standards of academic performance and personal conduct of students at the host institution. Exchange students who violate any such regulations, rules or standards are subject to expulsion from the exchange program, and if expelled, must immediately return to their home country.
 10. Academic Eligibility for Admission to both institutions at the Graduate (Postgraduate) Level
 - a. Applicants to each institution must have completed a program of study that is considered comparable to a Bachelor's degree.
 - b. If a participant applies at the graduate level and it is determined by Graduate Admissions that the participant does not meet minimum graduate admissions criteria, the participant may elect to apply at the undergraduate level. At the participant's request, his/her international admissions record can be reviewed by the Office of Undergraduate Admissions to determine eligibility.
 11. Academic Records Required for Consideration for Admission to both institutions:

Both institutions require participants to submit a comprehensive record of all postsecondary study completed, in the form of a transcript or yearly grade sheets, including all diploma/degree certificates. Each document must be an original or a copy that is originally certified by the issuing institution and must be accompanied by officially certified English translations.

III. ADMINISTRATIVE GUIDELINES

A. Elaboration of this Memorandum

1. It is the intent of the parties that general provisions of this Memorandum be translated into specific programs of activity as expeditiously as financing and other institutional capabilities permit. Such programs shall be set forth in implementing memoranda approved in writing by the designated operational officers of both institutions. No implementing memorandum shall amend or contradict the provisions of this Memorandum of Agreement. Implementing memoranda for all programs must include provisions for insurance to cover liability arising out of acts or omissions of each institution's officers, agents and/or employees. Implementing memoranda for faculty exchanges and collaborative research programs must include specific provisions relating to intellectual property resulting from the program.
2. Nothing in the initial version of this Memorandum shall be interpreted as constraining the development of future programs not mentioned in this document.

B. Responsible Administrative Personnel

1. The parties shall be represented in formal negotiation or renegotiation of this Memorandum by the Rector of the **University of Petroșani** and by the Rector of **Sergo Ordzhonikidze University**, respectively, or by their designated representatives.

The designated operational units of the parties, for purposes of developing and implementing the terms of this agreement are individual Offices for International Relations at both institutions.

3. Either party may change its designated operational officer by written notification to the designated operational officer of the other party.

C. Other Provisions

1. This Memorandum is written in the English language. Any official future translation will be equal in establishing the mutual obligations of the parties.

2. Nothing in this Memorandum shall create binding obligations that may not be overridden by unilateral decisions reflecting financial or other circumstances confronting any of the parties to the agreement.
3. This Memorandum is concluded for an initial duration of five years from the date of signing. After this initial period this Memorandum shall be re-examined and the program adjusted, as deemed necessary, based on a mutually agreed-to assessment of the program by the appropriate authorities at **University of Petroșani** and **Sergo Ordzhonikidze University**. After an initial 5-years period, the Memorandum shall be reviewed and renegotiated for another five-year period, unless terminated by one of the parties to the agreement in writing within the period mentioned in the following paragraph.
4. This Memorandum may be terminated by any of the parties to the agreement on prior notice of 90 days before the end of the respective academic years. Any current participants in the Memorandum shall, however, in any case retain their previously agreed-to status until the end of the academic year in which the termination of the Memorandum occurs.

IV. LEGAL PROVISION

A. Non-Appropriation

The parties recognize that the performance by both institutions may depend on the appropriation of funds by both universities. Should the Legislature fail to appropriate the necessary funds or if the University's appropriation is reduced during the fiscal year, each of the two universities may reduce the scope of this agreement if appropriate or cancel the agreement without further duty or obligation. Both universities agree to notify the other party as soon as possible after the unavailability of said funds comes to the university's attention.



For Sergo Ordzhonikidze University:

For University of Petroșani:

Vadim A. Kosyanov
Rector

Sorin Mihai Radu
Rector

Moscow, Russia
July __ 2018

Petroșani, Romania,
July __ 2018