

Academic Cooperation and Partnership Agreement

between

State Higher Educational Institution

«National Mining University»

and

Danubius University of Galati, Romania



PART I – THE PARTIES OF THE AGREEMENT

State Higher Educational Institution «National Mining University», Ukraine, (hereinafter referred to as NMU), having its registered office located in Ukraine, Dnipropetrovs'k, Karl Marks Av. 19, postal code 49005, represented by Professor Gennadiy Pivnyak, in his capacity as Rector of the University

and

“Danubius” University of Galati, Romania, (hereinafter referred to as UDG), having its registered office located in Romania, Galati, Bd. Galați nr. 3, postal code 800654, represented by Professor Benone Pușcă, in his capacity as Rector of the University.

The Parties to the Present Agreement having considered that they have common aims and interests in the field of university teaching and research and that they wish to enhance academic cooperation in the framework of the higher education in Europe and also in the interest of expanding educational opportunities and furthering of international understanding,

have agreed

to sign an Academic Cooperation and Partnership Agreement hereinafter referred to as “the Agreement”, providing as follows:

PART II - GENERAL AREAS OF COOPERATION

Article 1. The Agreement is designed to facilitate and develop a genuine and mutually beneficial exchange and collaboration. Both parties hereby agree to encourage exchange and collaboration, as appropriate, between their departments, research institutions and university staff. In this joint program, both universities will be guided by their mutual interest in promoting development of scholarly and cultural cooperation between their respective institutions.

Article 2. Both parties hereby declare their bilateral will in cooperation and both sides beneficial partnership between their respective institutions, mainly in educational and research projects and activities, students, academics and administrative staff mobility and exchange of experience.

Article 3. Within fields of mutual interest, areas of cooperation include, but are not limited to:

- Visits by and exchange of staff for academic research;
- The development of joint research, development and innovation activities;
- Exchange of academic materials and information including, but not limited to, library materials, other pedagogic materials and research publications;
- Joint publication of research materials;
- Joint degree programs;
- Special short-term academic programs;
- Visits by and exchange of graduate and undergraduate students for study and research (including long term and short term programs);
- Mutual visits between senior administrators and other administrative staff;
- Organization of joint events: conferences, research projects, symposia and workshops, etc.;
- Participation in international seminars and academic meetings;
- The exchange and sharing of expertise in the field of university evaluation and assessment, guidance and counseling, placement services, the promotion of innovative teaching methods and the dissemination of relevant materials;
- Collaborative research projects;
- The elaboration and implementation of joint projects and networks in the context of national and European funding opportunities;
- Quality management system for all student services and teaching;
- The exchange of technological expertise.

Article 4. As specific academic exchanges and collaborative activities are identified and agreed to by the two institutions, a separate Appendix will be executed to detail the exchange process of the program. The terms of mutual assistance and necessary budget for each program and activity that is implemented and other specific details of these activities shall be mutually discussed and agreed upon, in writing, by both parties, prior to the initiation of the particular program or activity. Such programs and activities shall be negotiated in a timely manner. Both parties understand that all financial arrangements will have to be separately negotiated and will depend on the availability of resources. The Appendix will specify program and financial details including appropriate funding mechanisms and fiscal responsibilities. Any exchange of students and faculty members must be approved by the host institution in advance. Transfer of coursework credit must be secured in advance by the student at his/her home institution.

Article 5. Each institution will appoint one (or more) individual(s), as required, to develop and coordinate specific activities or programs under the terms of this Agreement.

Article 6. Information resulting from the joint activities carried out in the context of the present Agreement shall be accessible to all Parties.

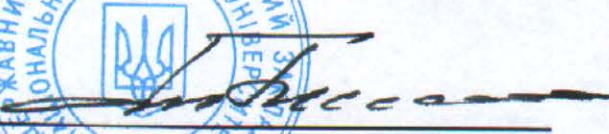
PART III - RENEWAL, TERMINATION AND AMENDMENT

Article 7. This agreement shall remain in force for a period of three (3) years from the date of the last signature, with the understanding that it may be terminated at any time by mutual consent or by either party giving six months written notice to the other party. Failing such notice, the agreement will be renewed for like periods by tacit consent of the parties. This agreement may be amended by the exchange of letters between the two institutions. Any amendments or modification require written approval by the authorized signatories of each institution and shall be appended hereto. Such amendments, once approved by both institutions, will become part of this agreement. No amendment, consent or waiver of terms of this Agreement shall bind either party, unless in writing and signed by all parties. Any such amendment, consent or waiver shall be effective only in the specific instance and for the specific purpose given.

State Higher Educational Institution «National Mining University» and Danubius University of Galati, by the signatures of its authorized representatives, acknowledge having read and understood this Agreement and agree to be bound by its terms and conditions.

In witness whereof, this Agreement has been executed by the legally authorized representatives of the said parties, in 2 (two) identical copies, all in English, of which the parties have taken one each.

Prof. Gennadiy Pivnyak,
Rector of State Higher Educational
Institution «National Mining
University», Dnipropetrovs'k


(signature)
Date 05.03.2012

Prof. Benone PUȘCĂ,
Rector of Danubius University
of Galati


(signature)
Date 02.03.2012