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**AGREEMENT OF COOPERATION
IN THE FIELD OF HIGHER EDUCATION AND RESEARCH
BETWEEN**

**University of Rijeka
(Croatia)**

AND

**West University of Timisoara
(Romania)**

Taking into consideration the mutual objective to enlarge and enforce cooperation in higher education and research between Croatia and Romania, as well as the universities' acknowledged mission to provide relevant contributions toward the development of bilateral international projects in higher education and research, the present Memorandum of Understanding (hereafter referred to as the "Agreement") has been established between:

The **University of Rijeka**, Trg braće Mažuranića 10, HR-51000 Rijeka, Croatia,
represented by Full Professor Snježana PRIJIĆ-SAMARŽIJA, Ph.D., Rector,

and

The **West University of Timisoara**, Bd. Vasile Pârvan 4, 300223 Timișoara, Romania, VAT
nr. 4250670
represented by Professor Marilen-Gabriel PIRTEA, Ph.D., Rector;

together referred to as "Parties" and each as "Party".

Article 1: Purpose of the Agreement

University of Rijeka and West University of Timisoara agree to cooperate in the fields of higher education and research to promote mutual cultural understanding, develop academic and research collaborative activities, as well as international mobility.

Article 2: Object of the Agreement

The Parties signing this Agreement have acknowledged that this document is meant to create the framework for a solid and efficient long-term international institutional cooperation.

The cooperation plan consists in:

1. the development of integrated teaching and research activities meant to enhance the academic expertise of the involved communities' members, consultations on potential exchanges of academic information, reference materials, teaching, and research methods;
2. the development of academic mobility (for teaching and research staff, undergraduate and graduate students);
3. the development of a framework for mutually agreed Ph.D. curricula, co-supervision of theses, and other forms of joint academic study and research programs and activities;
4. the mutual promotion of each Party's higher education and research initiatives.

Special attention will be devoted to the organization of:

1. joint activities in higher education and research;
2. mutual teacher, researcher, and student short and medium-term visits, to deepen the Parties' academic cooperation;
3. conferences, workshops, roundtables for presentation and discussion of scientific activity;
4. courses and seminars offered by teaching staff and researchers of the two Parties in the academic programs of the other Party;
5. summer schools and other short-term intensive programs;
6. joint publications, access to each Party's scientific publications;
7. book and journal exchanges.

Article 3: Exchange of Staff and/or Students

To fulfill the cooperation projects, the Parties may agree to a temporary exchange of staff and/or students, who will continue to be considered employed/enrolled by the institution of origin for the duration of the exchange. Such exchanges will be organized through proposals that will include the terms and conditions for the mobility of staff and/or students, pending the approval of both Parties.

The Parties agree to exchange a maximum of 25 members of the academic/research staff for a period of max. 16 weeks/mobility and a maximum of 25 B.A. students, 25 M.A. students, and 12 Ph.D. students for a period of max. 9 month/acad. year, according to the academic calendar of the host university.

As the University of Rijeka is a partially integrated university, many of its constituents

(faculties) are separate legal entities and are therefore autonomous to conclude specific agreements. This Agreement shall provide a general institutional cooperation framework and the Parties agree that details of exchange such as the number of students, accommodation costs, etc. shall be determined between the Parties and their respective constituents.

The Parties acknowledge and agree that, as they develop the mutual implementation plan, the following issues must be addressed:

The home university is responsible with:

- a) selection of candidates using a transparent application and evaluation framework;
- b) organization of mobilities abroad together with the host university;
- c) monitoring of mobilities;
- d) recognition of mobility results;
- e) evaluation of mobilities.

The host university is responsible for:

- a) organization of mobility:
 - providing accommodation (upon request) in the university residence hall: free of charge for the mobility of personnel, and at the monthly rate established for the respective academic year, for the mobilities of students;
 - providing access to courses and seminars that are part of B.A., M.A., and Ph.D. programs;
 - providing access to the institution's study, teaching, and research infrastructure;
- b) monitoring of mobilities;
- c) evaluation of mobilities.

Proposals for collaborative work under this Agreement will be submitted to the representatives designated by each institution, to assure conformity with the aims and purposes expressed above.

Each participant in the exchange is responsible for all costs regarding travel arrangements, insurance (compulsory: travel insurance and health insurance for the duration of the stay), visa permit (if necessary), and subsistence.

This article excludes exchanges under the framework of the Erasmus+ program.

Article 4: Duration and Amendment of the Agreement

This Agreement is signed to promote cooperation between the two institutions to pursue the common objectives expressed in the preamble. It reflects the mutual intentions of the Parties, which they each commit themselves to carry out.

This Agreement becomes effective when signed by the representatives of the two Parties and shall remain in effect for a period of five (5) years from the date of the latest signature (the "Anniversary Date"), being automatically renewable for a further period of five (5) years unless specifically terminated by either party.

This Agreement may be amended at any given time by mutual consent. The Agreement may be modified only upon previous approval by the competent authorities of the Parties.

Each of the Parties is entitled to terminate the Agreement by six months' notice prior to the date of termination.

Article 5: Use of Intellectual Property

Pre-existing Intellectual Property:

Except for rights expressly granted under this Agreement, each Party will retain an exclusive interest in and ownership of its Intellectual Property developed before this Agreement or developed outside its scope.

Independently Developed Intellectual Property:

Any Intellectual Property developed under this Agreement solely by one Party, without the participation of the other Party, is and will remain the sole and exclusive property of the developing Party.

Jointly Developed Intellectual Property:

In the event that the Parties jointly develop Intellectual Property, the Parties will engage in good faith negotiations to establish their respective rights. In the event the Parties cannot reach an agreement concerning such jointly developed property, each Party will have equal ownership and rights in what such Intellectual Property is concerned, without further obligation and without a duty to account to the other Party.

Article 6: Dispute Resolution

The Parties will attempt to resolve any dispute resulting from or relating to this Agreement through negotiations between senior executives of the Parties, who have the authority to settle such issues.

If the matter is not resolved by negotiation within 30 business days of receipt of the written *invitation to negotiate*, the Parties will attempt to resolve the dispute in good faith through a joint Alternative Dispute Resolution procedure.

Article 7: Equal Opportunity

Both Parties subscribe to the policy of equal opportunity and will not discriminate based on

race, sex, sexual orientation, age, ethnicity, religion, or national origin. Parties will abide by these principles in the administration of this Agreement and neither will impose any criteria for the exchange of students or staff that might violate the principles of non-discrimination.

Article 8: Final Provisions

The Parties consider this Agreement to be a declaration of intent rather than a legally or financially binding document regarding joint activities.

Nothing in this Agreement shall diminish the full authority of either Party.

In all cases, this Agreement is applicable only in a part where it does not contradict the national legislation of either Party.

In witness whereof, both Parties do hereby sign this Agreement in 4 (four) originals, 2 (two) for each Party.

Signed in Rijeka, on 27 July 2022, in 4 (four) originals.

Signed in Timisoara on 27 July, in 4 (four) originals.

University of Rijeka
 Full Professor Snježana Prijić-Samaržija,
 Ph.D., Rector

West University of Timisoara
 Professor Marilen-Gabriel Pirtea, Ph.D.
 Rector



Anniversary Date of this Agreement: 27 July 2027