

# **COOPERATION AGREEMENT**

**BETWEEN**

**THE TECHNICAL UNIVERSITY of CLUJ-NAPOCA,  
28, Memorandumului Street, 400114, Cluj-Napoca, ROMANIA,  
represented by Prof. Eng. Vasile Topa, PhD Rector,  
hereinafter referred to as „TUCN.”**

**AND**

**IVANO-FRANKIVSK NATIONAL  
TECHNICAL UNIVERSITY OF OIL AND GAS,  
15, Karpatska Street, 76019, Ivano-Frankivsk, UKRAINE,  
represented by Prof. Dr. Ihor Chudyk Rector,  
hereinafter referred to as „IFNTUOG.”**

## **PREAMBLE**

TUCN and IFNTUOG, recognizing the importance of educational, cultural and scientific cooperation between international universities, and sharing the same interest in promoting links that may lead to a strong and fruitful relationships between both Universities establish the following Cooperation Agreement on Academic Exchange.



## **ARTICLE I (Objectives)**

1.1 The main objective of this Agreement is to promote international scientific cooperation in the domain of academic education, training and research.

1.2 The partner institutions will:

- exchange useful information in the purpose of educational and research activities;
- encourage development of shared educational and research projects;
- organize visits and interchange programs involving students, academic and research staff;

Such objectives are carried out purely on a voluntary basis, serving this Agreement only to adjust in general terms the relationships between both parties. The financial conditions and implementation details for any particular case will have to be defined in specific working programs, to be approved by the Rectors of both Universities or by their representatives.

## **ARTICLE II (Specific Actions)**

2.1 Both Universities may voluntarily exchange academic materials of common interest, consisting in publications, curricular information and research reports. Neither institution is obliged to furnish specific or a predetermined quantity of documents to the other.

2.2 Each University, whenever finds it appropriate, may invite representatives from the partner University to participate to conferences, colloquia, seminars, workshops and research programs and also promote common PhD programs.

2.3 Visits of academic staff will may consist in:

- Short - term periods for general information exchange and knowledge transfer meetings;
- Long - term periods for joint research, supervision or participation in the teaching activity of the host University;

Long term visits will necessarily be subject to individual negotiation, taking into account the policies of each University and the availability of funding and facilities involved. For specific cases, an Annex to this agreement will be drawn up.



- 2.4 Graduate students are encouraged submit application files in academic programs for advanced degrees, according to the procedures adopted by each University.
- 2.5 Each University agrees to appoint a Coordinator for the administration of this Agreement.
- 2.6 The Coordinator will serve as contact person, being responsible for arrangements with regard the visits, ensuring that necessary approval and the general welfare of the participant students and academic staff during the stay.
- 2.7 Special arrangements for exchanges or visits for academic or research purposes are to be made through the Coordinators of this Agreement, and are subject to approval by the authorities of each University.
- 2.8 The coordinators of this Agreement are named: on behalf of the Technical University of Cluj-Napoca Assoc. prof. eng. Cristian Petru BARZ, respectively Assistant prof. Ruslan Rachkevych (Director of the Centre for International Cooperation and Project Activity) on behalf of the Ivano-Frankivsk National Technical University of Oil and Gas.

### **ARTICLE III (Duration)**

- 3.1 This Agreement will be effective immediately after it is signed by the legal representatives of the two Universities and will last for a period of **five** years.
- 3.2 Either institution may terminate the contract, with or without a cause, by giving three months prior written notice to the other.
- 3.3 Any serious violation of this Agreement by one party gives the other the right to terminate it.
  - a) A serious violation of contract is the violation of fundamental terms concerning the objects or purposes of this Agreement.
  - b) A serious violation makes the defaulting partner liable for all the caused damages.
- 3.4 If termination is not indicated by either partner three months before the expiring period agreed upon in 3.1, the Agreement shall remain effective until either partner gives the other the notice of termination.



#### **ARTICLE IV (Accidental and Unforeseen Circumstances)**

- 4.1 Neither party shall be liable for failures or delays that jeopardize any obligations imposed under this Agreement in case such failures or delays are caused by: fire, explosion, water flood, natural hazard, strikes, vandalism, war, riot, sabotage, or similar causes; nor shall either party be legally responsible for the destroyed value of material loss or personal property due to such causes.

#### **ARTICLE V (Additions or changes to the Agreement)**

- 5.1 Any additions or changes to the present Agreement must be mutually approved by both parties.
- 5.2 The Rector of Ivano-Frankivsk National Technical University of Oil and Gas (IFNTUOG) as well as the Rector of the Technical University Cluj-Napoca (TUCN), shall ratify this Agreement.
- 5.3 In witness whereof, the parties have caused this Agreement to be completed by their respective accordingly authorized representatives as on the date indicated below.

#### **ARTICLE VI (Legal Disputes)**

- 6.1 Any dispute arising from this Agreement shall first be discussed between the involved parties in order to find a satisfactory solution for all litigants.

This Agreement has been drawn up in two originals, in English and shall be kept in one original copy by each party.

Cluj-Napoca 27/11/2023

Ivano-Frankivsk \_\_/\_\_/20\_\_

**ON BEHALF OF THE  
TECHNICAL UNIVERSITY**

**ON BEHALF OF THE  
IVANO-FRANKIVSK NATIONAL  
TECHNICAL UNIVERSITY OF OIL  
AND GAS**

**CLUJ-NAPOCA**

**IVANO-FRANKIVSK**

**THE RECTOR,**

**THE RECTOR,**

Prof. Eng. Vasile Țopa, PhD

Prof. Dr. Ihor Chudyk



# Memorandum of Understanding

## Preamble

Humanity today faces challenges of unequalled magnitude: climate change, overexploitation of resources, rising inequalities, the social consequences of the digital age... The answers necessarily go through technology. Eight partners have joined forces to create and work towards the establishment of the European University of Technology (EUT+). Their vision and mission are underpinned by the pivotal role that technology plays in forging an inclusive and sustainable future. A technology both human-centric and society-driven, respectful of individual freedoms and careful about our environment. In this context, EUT+ aims to become the leading partner for key players in education, research and transfer, economy, governance, and society to promote a new European model of education. An inclusive and diverse model, that helps every student to define one's own role in society. A model that delivers a high-level scientific education & research, that allows everyone to achieve excellence through a long-term education. A model that raises technologically responsible citizens, and that gives its students the ability to act for a better world.

To achieve this ambitious goal, we aim at generating fruitful cooperation and collaborations with other outstanding partners. To initiate these promising interactions and to foster further negotiations, the following MoU is agreed on:

## 1. Memorandum of Understanding

### 1 PARTIES

This Memorandum of Understanding (MoU), dated 11.12.2023 serves to the discussion between

- (a) ☒ we, the EUT+ partners, represented by EUT+ partner

*TECHNICAL UNIVERSITY OF CLUJ-NAPOCA, Str. Memorandumului No.28, 400114-RO, Romania*

*Tel: 0040264202200*

*international@staff.utcluj.ro*

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- (b) and the *IVANO-FRANKIVSK NATIONAL TECHNICAL UNIVERSITY OF OIL AND GAS, 15, Karpatska Street, 76019, Ivano-Frankivsk, Ukraine*

*Tel: +380 342 54 72 66*

*interndep@nung.edu.ua*

*https://nung.edu.ua/*

each a "Party" and together the "Parties".

### 2 DISCUSSIONS

#### 2.1 Area of mutual interest(s)

The Parties seek discussions to explore the possibility of working together. They have entered into this Memorandum of Understanding ("MOU") to put structure on discussions and potential negotiations between the Parties in relation to potential collaboration by the Parties in (academic) areas of mutual interest. The focus and subject matter of the discussions is

- ☒ Exchanging faculty, researchers and other research and administrative staff
- ☒ Conducting collaborative research projects



- ☒ Conducting lectures and organizing symposia
- ☒ Exchange of academic information and materials
- ☒ Developing and delivering programmes of study and online learning for a global audience
- ☒ Promoting other academic cooperation as mutually agreed

## **2.2 Procedure, Outcome and Terms of Discussion**

**2.2.1** Each Party agrees that the discussions and, if applicable, negotiations give rise to no commitment by either Party to enter into any binding agreement or contract with respect to the subject matter of the discussions, negotiations or otherwise.

**2.2.2** If the outcome of the initial discussions is positive, the proposed activities / services are not to be implemented until all internal approvals are obtained and a **formal Memorandum of Agreement** or a **legally binding document**, such as a contract, is signed by each Party.

**2.2.3** The Parties will, in good faith, from the date of this MOU seek to actively progress and successfully conclude discussions and, if applicable, negotiations in respect of the proposed collaboration. The Parties intent is that the discussions and any negotiations should be completed by **31.10.2027** unless:

- ☐ this MoU is terminated earlier pursuant due to clause 2.2.4 or to
- ☒ the Parties agree in writing to extend the discussions and/or negotiations in which case they shall continue for the period by which the Parties agree to extend them.

**2.2.4** Either Party may terminate the discussions and this MoU with immediate effect by notice in writing (but not email) to the other Party at any time.

## **3 BINDING CLAUSES**

The Parties acknowledge and agree that this MoU is not, and shall not be interpreted as being, binding on the Parties and does not create any rights, liabilities or obligations of any kind whatsoever. This is with the exception of the **clauses 3-7** in which each Party agrees are legally binding upon and enforceable against each of the Parties and survive the termination or expiration of this MoU.

## **4 CONFIDENTIALITY**

Neither Party will make any public statement or disclosure relating to this MoU or the discussions and, if applicable, negotiations between the Parties, unless agreed otherwise.

The Parties acknowledge and agree that in the course of the discussions and negotiations between the Parties they may or will become aware of confidential information belonging to, or related to, the other Party ("**Confidential Information**"). Each Party shall keep safe, secure and confidential such Confidential Information and shall only use the Confidential Information for the purposes of progressing discussions and, if applicable, negotiations pursuant to this MoU.

## **5 INTELLECTUAL PROPERTY**

Neither Party will gain directly, indirectly, materially or otherwise any intellectual or other property rights, title or interest in or to any materials, documents, marks, content, works, software, Confidential Information or anything else made available or disclosed to it by the other Party during the term of this MoU.



## 6 GOVERNING LAW

This MoU and all disputes (whether contractual or not) and matters, discussions and negotiations arising out of or in connection with it (including as to the formation, existence, interpretation, operation, termination or otherwise of this MoU), are governed by *Romanian* law, and the Parties each submit to the exclusive jurisdiction of the courts of *Romania* in connection with such. Nothing contained in this Clause limits the right of either Party to seek provisional or protective relief in the courts of another jurisdiction.

## 7 MISCELLANEOUS

### 7.1 Resources

**7.1.1** Each Party will bear its own costs and expenses in connection with the negotiation, preparation and execution of this MoU and any discussions or negotiations arising out of or in connection with it.

**7.1.2** Neither Party is liable to the other for any indirect or consequential loss or damage suffered by either party (whether arising under contract, tort, equity, statute or otherwise).

### 7.2 Extent of interaction

**7.2.1** Nothing contained in this MoU shall be construed to create or imply a joint venture, partnership, agency or employment relationship between the Parties or authorise either Party to act as agent for or on behalf of the other Party.

**7.2.2** This MoU represents the entire of the understanding of the Parties concerning the subject matter of this MoU. Neither Party has relied upon, or has any remedies in respect of, any statement, term, condition, warranty or otherwise that is not set out in this MoU.

**7.2.3** This MoU, and the burden and benefit of this MOU, may not be assigned, novated or transferred by either Party in whole or in part without the prior written consent of the other Party.

### 7.3 Others

**7.3.1** The legally binding provisions of this MoU may only be waived by a Party in writing by express reference to this clause. A waiver of any breach of any binding provision of this MoU does not constitute a general waiver of such provision or of any subsequent act contrary to it. The failure or neglect by a Party to enforce any binding provision is not a waiver of that Party's rights under this MoU and does not prejudice that Party's right to take subsequent action in respect of it.

**7.3.2** If any provision of this MoU is held invalid, illegal, or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed without effect to the remaining provisions.

**7.3.3** The Parties have entered into this MoU in consideration of their respective rights and obligations (the sufficiency of which each party hereby confirms).

Signed for and on behalf of the Technical University of Cluj-Napoca

Signed:  DATE: 11.12.2023

By: Prof. Eng. Vasile TOPA, PhD

Title: Rector

Signed for and on behalf of the Ivano-Frankivsk National Technical University of Oil and Gas

Signed:  DATE: \_\_\_\_\_

By: Prof. Dr. Ihor CHUDYK

Title: Rector