

Memorandum of Agreement between University of Petroșani and Xi'an University of Science and Technology

I. GENERAL

A. Parties of Agreement

This Memorandum of Agreement is being established between University of Petroșani, Petroșani, Romania and Xi'an University of Science and Technology, China. 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 the establishment of international science and technology base;
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;
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 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. For exchange students, the two schools should recognize each other's exchange scores and credits.

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 Petroşani and by the Rector of the Xi'an University of Science and Technology, respectively, or by their designated representatives.
2. 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 Petroşani and the Xi'an University of Science and Technology. 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.

This Memorandum is a principle agreement for the cooperation between both parties, and for specific cooperation projects, the parties shall separately sign specific cooperation agreement based on the spirit of this Memorandum. Both parties of this Memorandum are only for academic exchange and cooperation, and there is no relationship between the parties, including but not limited to, entrustment, agency and contract, etc.

Xi'an University of Science and Technology:

西安科技大学:



Jiang Lin

蒋林

Rector

校长

Shaanxi, China/2019

中国,陕西/2019

University of Petroșani:

彼得罗沙尼大学:



Sorin Mihai Radu

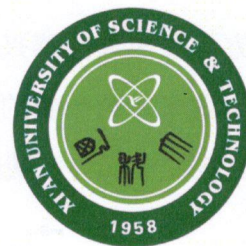
索林·米哈伊·拉度 (Sorin Mihai Radu)

Rector

校长

Petroșani, Romania/2019

罗马尼亚,彼得罗沙尼/2019



彼得罗沙尼大学与西安科技大学协议备忘录

I. 总则

A. 协议双方

本协议是由罗马尼亚彼得罗沙尼大学和中国的西安科技大学共同缔结的。这两所院校在本协议里统称为“参与院校”或简称为“双方”。

B. 协议目的

为进一步加强在研究和教育领域的合作，协议双方经相关责任部门批准后，同意签订学术合作协议。本协议的目的是为了促进和加强协议双方之间的学术合作与交流。

C. 合作模式

参与院校将采取一系列战略举措以努力提升合作，合作初期战略包括：

1. 教师与其他研究与技术专家的短期交流，如资金和其他情况允许，可进行长期访问；
2. 合作研究项目设计，包括为此类研究提供资金制定正式提案，并建立国际科技基地；
3. 为待实施的学生交流项目或类似的交流项目提供部分或全部资助。

II. 协议条款

A. 主要合作领域

双方同意在共同感兴趣的领域开展合作计划。根据两校开展研究与计划制定的优先考虑，实际操作作为第一步的重要性，两校同意根据各校的具体研究情况，通过教师和技术专家在双方院校中优势领域的交流展开合作研究。

B. 支持合作的活动

双方明确某些支持活动在研究和技术合作领域的重要性。适当情况下，主要支持活动应包括：

1. 就双方相关出版物和信息进行定期交流；；
2. 针对实现和加强第二节 A 所述实质性合作领域的所需技术进行定期沟通

C. 教师交流

教师和技术专家交换一般应按照以下准则进行：

1. 双方应在根据个案和相互协议后所确定的一段时间，邀请教师进行教学和/或研究访问。如果受邀教学，访问教师必须掌握足够的教学语言。
2. 双方应努力从外部资源筹集资金，进行讲师交换和/或研究人员交换。
3. 双方应定期通知另一方各自提供的课程计划，特别是关于各自组织的科研讨论会、学术研讨会、会议和专题讨论会。双方应交换这些会议记录发布的文件与出版物。
4. 交换教师应负责获得任何必要的签证，并符合接收院校所在国家的所有移民法律法规。接收院校应努力配合，但没有任何责任确保给予任何签证、许可或批准。
5. 如果任何教师合作产生任何潜在的知识产权问题，双方应立即通过指定的代表会面，并就可能出现的所有权与其他财产利益达成公平公正的谅解。任何此类讨论都应始终努力维护双方之间公平持续的合作关系。

D. 学生交换

1. 双方同意交换学生的期限最长为一个学年。每年交换生人数大致相等；对于轻微的变化，可以进行调整。

2. 任何一方均不得向旁听生征收学费或其他学费。
3. 交通费与生活费、住宿费和健康保险费以及其他学习费用（例如，对当地学生福利组织的捐款）应由旁听生或其原属院校承担。旁听生必须参加由交换院校提供或批准的学生健康计划。协议双方应努力为旁听生找到住房。
4. 原属院校应在下一学年开始前六个月内向有资格进行交换的学生提出建议。交换生的录取取决于主办院校要求的交换生资格。
5. 旁听生应注册为主办院校全日制学生。由于学科对入学的现有限制，主办院校保留拒绝申请者的权利。在这种情况下，原属院校可以提出另外的申请者或可以为其学生建议备选课程学习。
6. 旁听生应享有与其他主办院校学生相同的权利与义务。希望在交换大学参加普通期末考试或参加学位计划的学生必须接受该院校的正常录取程序。对于交换生，这两所学校应该承认对方的交换分数和学分。
7. 双方之间预期的学生交换项目应为研究生层次。这些项目应根据以下准则展开：
 - a. 在交换大学取得的学术成就应以原属大学的标准和程序予以认可。每名交换生学习课程的细节必须在学生开始交流之前予以阐明并达成共识。
 - b. 各交换院校应指定一名熟悉课程互换、能为交换生提供指导的教师或工作人员。
 - c. 每名交换生须达到交换院校的入学标准。各自准交换生应将其学历证书提交给交换院校，并阐明他们与交换院校教职工约定好的学术项目。交换院校对每一名学生的正式录取通知须在学生入学前发放。
8. 交换生应对所需签证负责，并符合接收院校所在国家的所有移民法律法规。接收院校应努力配合，但没有任何责任确保给予任何签证、许可或批准。
9. 交换生应遵守交换院校关于学业表现及学术个人行为的所有规章、规则及标准。违反任何该等规章、规则及标准的交换生，将被交换项目除名，一旦除名，必须立即返回到自己的祖国。
10. 双方院校研究生（硕士研究生）入学要求
 - a. 双方院校的申请须有学士学位或同等学力。

- b. 如果一名学生申请的是研究生级别，而该生不符合研究生入学最低标准，则该学生可选择申请本科级别。经申请学生要求，其国际入学资格可由本科办公室审查确定。

11. 申请双方院校需递交的材料：

双方院校均要求申请学生以成绩单或每年成绩单的形式提交高中毕业后的所有记录，包含所有文凭/学位证书。递交的每份文件必须是由发证机构认证的原件或复印件，并须附有经官方认证翻译的英文译文。

III. 行政指导方针

A. 本备忘录的详细说明

1. 双方意欲在资金和其他能力允许的情况下，尽快将本备忘录的一般规定转化为具体的活动方案。该等方案应在两所院校指定的运营官书面批准的执行备忘录中提出。执行备忘录不应修改本备忘录的规定或与其相矛盾。所有项目的执行备忘录必须包括保险条款，以支付因每所院校的官员、代理人和雇员的作为或不作为而产生的责任。教师交换及合作研究项目的执行备忘录必须包含该项目产生的知识产权的相关具体规定。
2. 本备忘录初始版本中的任何内容都不得解释为限制本文件未提及的未来项目的开发。

B. 责任行政人员

1. 双方应分别由彼得罗沙尼大学校长、西安科技大学校长或双方指定的代表就本备忘录进行正式谈判或重新谈判。
2. 为发展和执行本协议的条款，双方指定的业务单位是双方院校的国际关系独立办公室。
3. 任意一方可通过向另一方指定的运营官发送书面通知来更换其指定的运营官。

C. 其他规定

1. 本备忘录以英文撰写。在确立双方共同义务方面，任何官方未来译本都具有同等效力。
2. 本备忘录的任何规定都对双方无法律约束力，不会被备忘录各方单方面作出的、反映各方财务或其它方面情况的决定推翻。

3. 本备忘录自签署之日起，初始有效期为五年。在此初始阶段之后，应重新审查本备忘录，并在必要时在彼得罗沙尼大学和西安科技大学双方有关部门均同意的情况下进行评估，并根据评估结果对项目进行调整。在初始阶段5年后，应对备忘录进行审查并重新谈判另外一个5年的协议，除非协议一方在下述条款提及的时期内以书面形式予以终止。

4. 本备忘录可由本协议任何一方在各学年结束前90天提前通知终止。但是在任何情况下，备忘录中的任何当前参与者应保留其先前商定的地位，直至本备忘录终止的学年结束。

IV. 法律规定

A. 无拨款

双方认识到两所院校的执行可能取决于两所院校的拨款。如立法机关未能调拨所需经费，或院校在财政年度内拨款减少，两所院校均可在适当情况下缩减本协议的范围或取消本协议，而无须承担进一步的责任或义务。两所院校都同意在无法获得上述资金后尽快通知对方。

本备忘录是双方合作的原则性协议，对于具体合作项目，双方应根据本备忘录精神另行签订具体合作协议。本备忘录双方仅用于学术交流与合作，双方之间不存在任何关系，包括但不限于委托、代理和合同等。

Xi'an University of Science and Technology:

西安科技大学:



Jiang Lin

蒋林

Rector

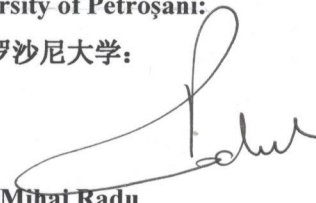
校长

Shaanxi, China/2019

中国,陕西/2019

University of Petroșani:

彼得罗沙尼大学:



Sorin Mihai Radu

索林·米哈伊·拉度 (Sorin Mihai Radu)

Rector

校长

Petroșani, Romania/2019

罗马尼亚,彼得罗沙尼/2019