

**PROTOCOL  
ON THE IMPLEMENTATION OF THE MEMORANDUM OF UNDERSTANDING  
BETWEEN THE MINISTRY OF EDUCATION AND SCIENTIFIC RESEARCH OF ROMANIA AND  
THE AGENCE UNIVERSITAIRE DE LA FRANCOPHONIE  
REGARDING JOINT RESEARCH PROJECTS**

Between

The **Agence universitaire de la Francophonie**, an international association which brings together universities, grandes écoles, academic networks and scientific research centers that use the French language and is the specialised higher education and research agency for the Francophonie duly organised under the *Loi concernant l'Agence universitaire de la Francophonie (L.R.Q, chapitre A-7.2)* of Quebec, Canada and with its headquarters located at 3034 Boulevard Édouard Montpétit, Montréal (Québec) H3T1J7, Canada, represented by its Rector, Mr. Bernard Cerquiglini

Designated below by **AUF**

and

The **Institutul de Fizică Atomică**, a Romanian public institution with legal personality, under the subordination of the National Authority for Scientific Research and Innovation – Ministry of Education and Scientific Research, which according to the laws in force is entitled to manage international programmes of research and development in its field of activity, with the following address: Institutul de Fizică Atomică, Str. Atomiștilor nr. 407, Măgurele, Ilfov, 077125, Romania, represented by its Director General, Mr. Florin-Dorian Buzatu

Designated below by **IFA**

Hereinafter referred to as the "Parties" or a "Party"

**CONSIDERING** the Memorandum of Understanding between the Ministry of Education and Scientific Research of Romania and the Agence universitaire de la Francophonie regarding the implementation of joint research projects signed in Bucharest on October 9, 2014

**CONSIDERING** that the Romanian Government, through the National Authority for Scientific Research and Innovation – Ministry of Education and Scientific Research, put IFA in charge of setting up a cooperation programme with AUF, by Decision No. 9320/08.10.2015 and Decision No. 9332/21.10.2015 of the National Authority for Scientific Research and Innovation.

Have agreed as follows:

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## **Article 1 - DEFINITIONS**

The following terms used with capital letters shall have the meaning defined hereinafter:

**“Cooperating Partners”**: the parties to any Project Agreement, i.e. AUF, IFA, the Romanian Research Institutions and the Regional Research Institutions.

**“Joint Calls”** means the calls for Project proposals mutually prepared and issued by the Parties.

**“Memorandum of Understanding”**, hereinafter referred to as **“MoU”**, means the Memorandum of Understanding concluded in Bucharest, on October 9th, 2014, between the Ministry of National Education of Romania – at present, the Ministry of Education and Scientific Research, and the Agence universitaire de la Francophonie regarding the implementation of joint research projects.

**“Project”** means the specific study or action (in any form of cooperation as described hereinafter) carried out by the Cooperating Partners and described in a Project Agreement.

**“Project Agreement”** means the cooperation agreement entered into between AUF, IFA and Romanian Research Institution, implemented within the framework of the Protocol.

**“Protocol”** means this protocol, its Annexes and amendments if applicable.

**“Regional Research Institution”** means any legal entity of national interest or any public or private institution pursuing research and education activities which is an AUF member in Central and Eastern Europe (CEE) in the following countries : Albania, Armenia, Azerbaidjan, Bosnia and Herzegovina, Bulgaria, Belarus, Czech Republic, Estonia, Georgia, Greece, Croatia, Hungary , Kyrgyzstan, Kazakhstan, Lithuania, Latvia, Republic of Moldova, Montenegro, Republic of Macedonia, Poland, Romania, Serbia, Russian Federation, Slovenia, Slovakia, Tajikistan, Turkmenistan, Turkey, Ukraine, Uzbekistan. At the signing date of the Protocol, **64 universities** in the above mentioned countries are members of the AUF. The provisions of the Protocol shall also apply to future members.

**“Romanian Research Institution”** means any legal entity of national interest or any public or private institution pursuing research and education activities in Romania which is an AUF member, which enters into a Project Agreement with AUF and IFA under the terms and conditions of the present Protocol. At the signing date of the Protocol, **32 universities** are members of the AUF in Romania. The provisions of the Protocol shall also apply to future members.

## **Article 2 - OBJECTIVE OF THE PROTOCOL**

The purpose of the Protocol is to set up a technical cooperation framework for the implementation of the MoU provisions regarding joint research Projects.

## **Article 3 - SCIENTIFIC AREAS OF COOPERATION**

The scientific areas of cooperation between the Cooperating Partners are those specified in Article 1 of MoU:

- 1. Physics and Matter Sciences**
- 2. Sustainable Energy, Environment and Ecosystems**
- 3. Health and Biotechnologies**
- 4. Mathematics and Computer Science**
- 5. Humanities and Social Sciences**

Other scientific areas can mutually be agreed upon in writing between the Parties.

## **Article 4 - FORMS OF COOPERATION**

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The cooperation will be carried out by funding multilateral research Projects in the scientific areas specified in Article 3, submitted, selected and financed under the Joint Calls procedure organized by the Parties.

## **Article 5 - IMPLEMENTATION**

For cooperation activities described in Article 4, contributions of the Cooperating Partners to the Projects are implemented on the basis of a common procedure agreed by both Parties.

Each Cooperating Partner is responsible for its own costs incurred for the performance of the established Projects.

Each Cooperating Partner undertakes to assign its personnel and to use its facilities and equipment in order to properly achieve its share in each of the Project(s) that will be established under a Project Agreement.

### **5.1 Joint Calls**

#### **5.1.1 Launching the Joint Calls for project proposals**

The calls for project proposals are launched every two years and carried out by AUF and IFA, subject to availability of funds from both Parties. AUF and IFA will elaborate together an Information Package for each call and make it available on the dedicated website.

#### **5.1.2 Eligibility criteria**

In order to be eligible under the Joint Calls, the project proposals shall be prepared in partnership between at least one Romanian Research Institution and one Regional Research Institution from another country and submitted to AUF via the AUF submission platform. IFA will be granted full access to information and documents submitted under the Joint Calls.

Other criteria shall be decided by the Parties through the Joint Committee (see Art. 7) and shall be disseminated through the call for proposal.

#### **5.1.3 Selection procedure and financings**

The Joint Committee shall select the Projects based on the common evaluation procedure and criteria agreed by the Parties.

In the selection process, priority will be given to the projects fulfilling the following criteria:

- the partnership is between institutions from at least three different countries;
- the planned activities stimulate the integration of the Romanian institutions into the European Research Area;
- synergies with other research and mobility programmes ("Eugen Ionescu" programme, "Hubert Curien" partnerships etc) are envisaged.

The selected Projects will be financed for a period of up to 24 months.

The annual budget from each Party allocated to select Projects should be financed, as much as possible, on equal shares by the Parties, and shall be reviewed by the Joint Committee on the basis of the Cooperating Partners inputs. However, balanced financing from each Party is not required for each Project.

#### **5.1.4 Project Agreement**

The Cooperating Partners shall conclude for each Project a Project Agreement, using the template attached in Annex, providing with details of the Project.

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All Project Agreements shall comply with the provisions of the MoU and of the Protocol and shall be communicated to the Parties before the starting of the Project.

## **Article 6 - FUNDING THE PROJECTS**

Each selected Project will receive financing from both Parties as follows:

- IFA will provide financing only for mobility of participating researchers from Romanian Research Institutions in CEE countries, according to Article 5.3 of MoU;
- AUF will provide financing only for mobility of participating researchers from Regional Research Institutions in Romania and in other CEE countries, according to Article 5.2 of MoU.

The maximum allotted IFA budget for Projects is 200 000 € per Joint Call, limited to allocated funds for this collaboration, according to the budget approved by the National Authority for Scientific Research and Innovation.

The maximum allotted AUF budget for Projects is 200 000 € per Joint Call; exceptionally, the maximum allotted budget in 2015 is 150 000 €.

## **Article 7 - JOINT COMMITTEE**

### **7.1 Composition**

AUF and IFA shall establish a Joint Committee composed of two (2) members of each Party, including their respective coordinator.

Each Party shall notify in writing one to the other the name of its members of the Joint Committee.

### **7.2 Meetings**

The Joint Committee shall meet as required, and at least once a year. The date and agenda of the meeting will be mutually agreed.

### **7.3 Joint Committee Attributions**

The Joint Committee shall have the following attributions:

#### **a) General follow-up**

- monitor the implementation of the Protocol;
- discuss and propose changes to the Protocol or proposal for renewal, and in general, propose solutions to any problems or difficulties arising from its implementation.

#### **b) Joint Calls**

- organize the Joint Calls for proposals (topics, duration, communication, evaluation, selection etc.);
- review and propose the annual budget allocated by each Party to the Joint Calls;
- set the evaluation criteria for the applications to be submitted under the Joint Calls;
- ensure evaluation and selection of jointly submitted projects, on the basis of a common procedure agreed by both Parties;

#### **c) Review of ongoing cooperation activities:**

- review evolution and performance of the ongoing projects based on the yearly activity report of the project;
- organize symposia/workshops/seminars for presenting the achievements of the ongoing projects and perspectives of the cooperation activities.

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## **Article 8 - INTELLECTUAL PROPERTY**

Aspects regarding intellectual property under the present Protocol shall comply to rules and legislation applicable to both Parties.

## **Article 9 - DISSEMINATION AND OUTREACH**

The Parties will establish a joint communication plan regarding the Protocol. The Parties reserve the right to communicate internally about the Projects financed under the Joint Calls. All information materials and official documents will mention the cooperation between the Parties and include the Parties' logos.

In order to ensure dissemination of the projects' results, support actions can be planned and carried out by the Parties (i.e., symposia/workshops/seminars).

## **Article 10 - DURATION - TERMINATION**

**10.1** The Protocol shall enter into force on the date of signature by the Parties and shall remain in full force and effect for the duration of the Third National Plan for Research, Development and Innovation (2015-2020) approved by Government Decision No. 583/2015.

Notwithstanding the above, each Party may terminate the Protocol, subject to a prior written notice to the other Party. The termination shall be effective six months after the date of such written notification.

**10.2** Any modification or renewal of this Protocol shall be agreed upon by a written amendment signed by the representatives of each Party.

The expiry or termination of this Protocol shall not alter the rights acquired by each Party prior to the expiry or termination date.

**10.3** All joint cooperation activities still in progress at the date of expiry or termination of the Protocol shall be carried out in compliance with the provisions of the applicable Project Agreement. The terms and conditions of the Protocol shall survive its expiry or termination for the purpose of achieving any on-going collaboration activities.

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## **Article 11- SETTLEMENT OF DISPUTES**

**11.1** The Parties shall use their best efforts to settle amicably any dispute concerning the interpretation or application of the Protocol.

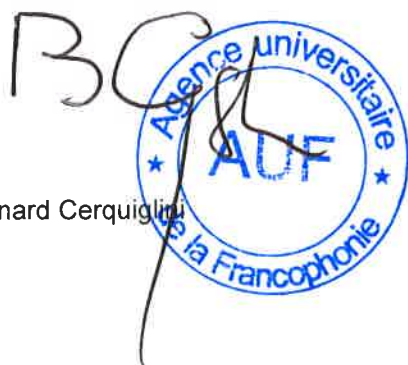
**11.2** In case of persistent disagreement within 60 days from the occurrence of the dispute, the conflict shall be brought before an ad hoc arbitration commission composed of three arbitrators: one designated by IFA, the second designated by AUF and the third, who chairs the commission, appointed by mutual agreement of the Parties. The chairperson of this commission must be a national of the third country and cannot be or have been an employee of AUF or any institution associated with the projects supported by this Protocol.

Signed on 28/10/2015  
At Paris

In four originals in the and English and French languages, both texts being equally authentic, each party receiving an original copy of each language.

For the **Agence universitaire de la Francophonie**

Mr. Bernard Cerquiglini  
Rector



For the **Institutul de Fizică Atomică**

Mr. Florin-Dorian Buzatu  
Director General



**ANNEX  
PROJECT AGREEMENT (TEMPLATE)**

Project Agreement between Cooperating Partners	
SCIENTIFIC AREA OF COOPERATION (Art.3 of the Protocol):  TITLE OF THE PROJECT:  DURATION OF THE PROJECT (in months):  AUF FINANCIAL CONTRIBUTION (in Euro):  IFA FINANCIAL CONTRIBUTION (in Euro):	Project Agreement n°    Date:
The present Project Agreement complies with the provisions of the MoU and of the Protocol	
<p>1. The undersigned Cooperating Partners which proposed the Project agree to carry out all the activities described in the submitted project proposal (annexed to this Project Agreement) and to comply with all provisions of the MoU, of the Protocol and of the Information Package of the Joint Call.</p> <p>2. The undersigned AUF and IFA agree to finance the mobility of the participant researchers within the allocated budgets for the Project and in accordance with the provisions of the MoU, of the Protocol and of the Information Package of the Joint Call.</p> <p>3. In the case of more than one participant institutions from Romania, one of them will be designated by the others the coordinator. The coordinator will conclude the contract with IFA for financing the mobility for all the Romanian partners in the Project and it will conclude subsequent contracts (subcontracts) for financing the other Romanian partners.</p> <p>4. Intellectual property for the results obtained in the Project. ...</p> <p>5. Settlement of disputes. ...</p> <p>6. The duration of this Project Agreement is the duration of the Project.</p> <p><b>COOPERATING PARTNERS:</b></p> <p><b>From Romania:</b></p> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> <p><u>Institution</u> (coordinator):</p> <p>Legal representative</p> <p>Name:</p> <p>Signature:</p> <p>E-mail:</p> <p>Phone:</p> <p><u>Institution</u> (partner):</p> <p>...</p> <p>From ... (country):</p> <p>...</p> </div> <div style="width: 45%; text-align: right;"> <p>Project responsible</p> </div> </div>	

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**AUF:**

Regional Director

Name:

Signature:

E-mail:

Phone:

**IFA:**

Director General

Name:

Signature:

E-mail:

Phone: