

Memorandum of Understanding

between

University of Bucharest, Romania and University of Ain
Temouchent, Algeria

University of Bucharest (90 Panduri Street, Sector 5, 050663, Bucharest, Romania), hereinafter "UB", and University of Ain Temouchent (Sidi bel Abbes Street, PO Box 284, Ain Temouchent, 46000, Algeria, hereinafter "UAT") and wishing to establish cooperative relations between the two institutions, and especially to develop academic and cultural interchange between them through mutual assistance in the areas of education and research, hereby resolve to cooperate in the development of programs and academic exchanges subject to the following agreed upon terms and conditions contained herein.

Article 1: Objective of the MoU

The purpose of this MoU shall be to establish a mutually beneficial educational and pedagogical relationship between University of Bucharest and University of Ain Temouchent. This MoU shall establish the formal understanding of the scope of operations between these two institutions and commits to writing the intent and mutual assent of both parties to engage in the following activities, subject to future amendments and conditions as further agreed upon by both parties as the relationship continues to develop.

Article 2: Scope of MoU

This MoU shall be carried out, subject to the availability of funds and to the approval of the UB and UAT, through activities and programs for the exchange of students and faculty members. Activities engaged in under this MoU include but are not limited to:

- a. Student exchange from each institution for traditional student exchange programs
- b. The exchange of academic personnel for teaching, research, or both
- c. Organizing joint seminars and conferences
- d. Hosting of visiting faculty from the other institution
- e. The exchange of academic program materials
- f. The development of joint research and publications
- g. Study abroad of students between institutions
- h. Development of specialized degree completion programs.

Article 3: Implementation of MoU as Applied to Individual Programs.

Prior to the starting date of any program established or continuing under this MoU, the parties shall reach a written, signed MoU in the form of an amendment describing in as much detail as necessary, any additional specific terms of such program or activity. Such programs shall be negotiated in a timely manner, without undue delay on either party. For each program, each party will designate a liaison

officer to develop and coordinate all activities relative to the program.

Article 4: General Program Requirements

1. In this MoU, unless the context implies otherwise:
 - a. "exchange" shall mean a one-for-one exchange of students from each institution.
 - b. "exchange students" shall mean students participating in the exchange implemented herein.
 - c. "Study abroad or visiting students" shall mean students attending the host institution as guest, non-degree seeking students who otherwise are not part of the exchange.
 - d. "home institution" shall mean the institution from which the student intends to graduate.
 - e. "host institution" shall mean the institution that has agreed to receive the exchange students from the home institution.
2. **Tuition and Fees.** Students attending either institution as exchange students will register and pay the normal tuition fees to their home institution when attending the host university. Exchange and visiting student guidelines are to be agreed to in a subsequent amendment that must be in writing and signed by both parties.
3. **Housing and Travel.** The host institution will facilitate the arrangement of lodging for visiting students and faculty, but all expenses incurred for travel, lodging, and other incidental costs associated with the program (laboratory fees, special activity fees, etc.) shall be borne by each individual participant. Arrangements for other school-to-school payments may be negotiated as necessary and must be agreed to in writing by both parties.
4. **Student Conduct and Academic Policy.** While at the host institution, visiting students are subject to the student conduct and academic policies of the host institution for matters specifically related to their program, while still subject to the student conduct and academic policies of the home institutions if applicable.
5. **Faculty Exchange.** Exchange faculty and/or scholars will remain of their home institutions payroll. The home institution also remains responsible for the administration of any taxes, benefits, or other financial obligations of the home institution.
6. Both institutions retain at all times the ultimate authority over all admission and subsequent academic decisions.
7. Both institutions will supply all administrative services, campus facilities in regard to the applicable programs for this MoU for the academic year regarding students attending either institution. Neither institution assumes any liability for hospital or medical fees for the other institutions participants.

Article 5: Miscellaneous

1. **Representations.** Each party represents that 1) it is authorized to operate under the law of its jurisdiction, 2) is in good standing with applicable accrediting bodies, 3) is not legally barred from entering into the MoU.

2. **Limitation of Liability.** To the extent permitted by applicable law, each party agrees only to be liable for the acts and omissions of its own officers and employees engaged in the scope of their employment arising under this MoU, and each party hereby agrees only to be responsible for certain claims with respect to that party's actions in connection with this MoU. It is specifically understood that neither party shall indemnify the other party and each party agrees to be responsible for its own defense.
3. **Non-waiver.** Non-enforcement of any provision of this MoU by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this MoU.
4. **Non-exclusive.** This MoU is non-exclusive and both parties have the right to enter into similar MoU with other institution.
5. **Intellectual Property.** Each institution shall retain ownership of its existing or individually created intellectual property during the term of this MoU and no license or other use right in such intellectual property is created between the institutions under this MoU. Ownership of any new intellectual property that is jointly conceived, created, discovered, developed, or reduced to practice by the institutions during the term of this MoU and resulting from this MoU shall be addressed pursuant to a separate written agreement between the institution.
6. **Compliance With Laws.** The parties will comply with all applicable laws and regulations in their respective countries in performing their obligations hereunder.
7. **Use of logos, etc.** Neither institution may use any identifying marks of the other without the express written permission of the other party.
8. **Equal Opportunity.** Both institutions subscribe to a policy of equal opportunity and will not discriminate on the basis of race, gender, religion, national origin, marital status, sexual orientation, disability, genetic information, or veteran status.
9. **Authoritative Version.** The English version of this MoU shall be the authoritative version of the MoU for all purposes in the event of a conflict between the English version and any translation of this MoU, the English version shall control.
10. **Severability.** If any section or provision of this MoU is held illegal, unenforceable or in conflict with any law by a court of competent jurisdiction, such section or provision of this MoU shall be deemed severed from this MoU and the validity of the remainder of this MoU shall not be affected thereby.
11. **Whole MoU and Amendments.** This MoU contains the entire MoU between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless such amendment or modification to this MoU is (a) in writing, (b) refers to this MoU, and (c) executed by an authorized representative of each party. This agreement, whether written or oral, between the parties.

12. **Headings.** The headings in this MoU have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this MoU.
13. **Academic Freedom.** If any activities carried out under this MoU are deemed to violate either partners standards of academic freedom, academic integrity, or academic rigor, the MoU may be terminated immediately in writing to the other party, without penalty to the terminating party.
14. **Obligations.** Upon signing this MoU, UB and UAT do not bear financial or administrative obligations, and in case of any, an agreement should be signed.

Article 6: Review renewal and Termination of MoU.

This MoU will be effective upon its mutual signing and remain in effect for a period of three years, and may be amended or extended upon written agreement by both parties. This MoU may be cancelled by either party in writing with notice of ninety (90) days, subject to modifications by amendment or subsequent individual program agreement. In the event that the MoU is not renewed or is terminated in any other way, any related activities in progress at the time of termination of this MoU will continue until the current semester in which the termination takes place is completed.

INTENDING TO BE LEGALLY BOUND, by signing below, each party acknowledges its agreement with the terms and condition of this MoU and each signatory represents and warrants that he or she is authorized to sign on behalf of and to bind his or her party to all of the terms and conditions of this MoU as of the effective date.

For: University of Bucharest

For: University of Ain Temouchent

Name and Signature
Prof. dr. Marian PREDA
Rector
Date 04/12/2023



Name and Signature
Prof. dr. Abdelkader ZIADI
Rector
Date 31 OCT 2023

Professeur. ZIADI Abdelkader
Recteur de l'Université
de Ain-Temouchent

