

AGREEMENT

BETWEEN

THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION

AND

LUCIAN BLAGA UNIVERSITY OF SIBIU

CONCERNING

THE ESTABLISHMENT OF A UNESCO CHAIR IN

QUALITY MANAGEMENT OF HIGHER EDUCATION AND LIFELONG LEARNING

AT

LUCIAN BLAGA UNIVERSITY OF SIBIU
ROMANIA

Agreement

concerning the establishment of a UNESCO Chair in Quality Management of Higher Education and Lifelong Learning at Lucian Blaga University of Sibiu, Romania

The United Nations Educational, Scientific and Cultural Organization (hereinafter referred to as "UNESCO"), 7 Place de Fontenoy, 75352 Paris 07 SP, France, represented by its Director-General, Ms Irina Bokova,

and

Lucian Blaga University of Sibiu (hereinafter referred to as "the University"), 10 Bulevardul Victoriei, Sibiu, 550024, Romania, represented by its Rector, Professor Constantin Oprean,

Considering that one of the essential factors favouring development in UNESCO's fields of competence is the exchange of experience and knowledge between universities and other higher education institutions;

Convinced that joint work by university teachers, researchers and administrators from regions all over the world will provide important benefits for the entire academic community;

Bearing in mind UNESCO's mission and objectives as set forth in its Constitution, and its role in promoting international inter-university cooperation;

Taking into account the experience of the UNITWIN/UNESCO Chairs Programme as a stimulus for academic mobility and the rapid transfer of knowledge through twinning, networking and other linking arrangements;

Have agreed as follows:

Article 1 The University shall, in cooperation with UNESCO, establish a UNESCO Chair in Quality Management of Higher Education and Lifelong Learning (hereinafter referred to as "the Chair") at Lucian Blaga University.

Article 2 The purpose of the Chair shall be to promote an integrated system of research, training, information and documentation in the fields of sustainable development and territory management. It will serve as a means of facilitating collaboration between high-level, internationally recognized researchers and teaching staff of the University and other institutions in Romania, Europe and in other regions of the world.

The specific objectives of this Chair are to:

1. develop research on the degree of graduate employability in Romania;
2. provide skills for lifelong learning and professional development through the provision of re-skilling modules, courses and programmes for university graduates;

3. create a dynamic, ongoing researchers forum where innovative policies and best practices will be presented and discussed; and,
4. produce a practical tool kit for other institutions, to be used in setting-up their own graduate-tracking system.

- Article 3** The University, in consultation with UNESCO, shall appoint the Chairholder, who will be selected by means of a procedure to be mutually agreed upon.
- Article 4** The Chair shall consist of the Chairholder and the teaching personnel, researchers and students associated with its training, research and outreach programmes.
- Article 5** The University shall sign a contract with the Chairholder for a fixed period to be determined by it, giving the holder the same rights and obligations as those of other scholars of the same category at the University. The contract shall also define the Chairholder's salary and benefits, travel expenses, installation grant, housing and medical insurance.
- Article 6** The University shall grant the Chairholder the facilities necessary to accomplish his/her academic research and training activities, i.e. the opportunity to organize and promote an integrated system of research, training, information and documentation and to disseminate the results of research in the fields of sustainable development and territory management.
- Article 7** UNESCO shall collaborate with the University in the search for extrabudgetary funds to continue the activities of the Chair.
- Article 8** The University shall submit an annual report to UNESCO presenting the activities carried out by the Chair. If approved by UNESCO, this report may be distributed to the world academic community. UNESCO shall contribute to the international dissemination of information on the experience and potential benefits of the activities of the Chair at the regional and international levels. The University shall provide a financial report showing the financial support obtained for the Chair from different sources.
- Article 9** UNESCO shall take the necessary steps to facilitate the participation of the University in its programmes and activities with a view to strengthening international academic cooperation in the field of scientific research and its application for national development. Wherever possible, UNESCO shall also promote the exchange of professors, researchers, and students with other universities within the framework of the UNITWIN Programme.
- Article 10** Within that framework, UNESCO shall endeavour to associate the University with the activities of different Chairs and inter-university networks participating in the Programme, especially in Europe, and with the activities of similar Chairs in other regions of the world.

- Article 11** Subject to the terms of this Agreement, the University shall assume all expenses linked to the implementation of activities undertaken by the Chair.
- Article 12** In order to identify its link with UNESCO, the UNESCO Chair is invited to use the composed UNITWIN/UNESCO logo that includes the UNESCO official logo and the UNITWIN logo to the right of the former, under the following conditions:
- The conditions for the use of the logo will be determined by UNESCO and cannot be modified without the prior agreement of the latter; UNESCO shall provide the University with a high definition electronic format of the composed logo in compliance with the agreed specifications;
 - The logo must be cautiously used with a view to avoiding misinterpretation by the general public, notably concerning the status of the Chair, the University and UNESCO, as specified under the provisions of Article 13 of the Agreement; the composed UNITWIN/UNESCO logo shall not, under any circumstances, be used for any commercial purposes, either by the Chair or by the University;
 - All promotional and information materials published by the Chair or the University, bearing the composed UNITWIN/UNESCO logo (example: pamphlets and other electronic documents) should bear the disclaimer: *"The authors are responsible for the choice and presentation of views contained in this ...and for opinions expressed therein, which are not necessarily those of UNESCO and do not commit the Organization"*;
 - The University will assume full responsibility for any possible legal consequences stemming from this use.
- Article 13** Neither the University nor any member of its staff employed for the implementation of the activities linked to the Chair shall be considered an agent, representative or member of UNESCO's staff, nor shall they enjoy any benefit, immunity, remuneration or reimbursement if not clearly foreseen in this Agreement; moreover, they shall not be authorized to present themselves as being part of UNESCO, nor make statements on UNESCO's behalf, nor commit UNESCO to any expense of any nature or to any other obligation.
- Article 14** The University shall be entirely responsible for taking any measures it deems necessary to insure itself against loss, injury or damage incurred during the implementation of these activities.
- Article 15** The present Agreement shall enter into force for a period of 4 (four) years on the date of both signatures having been appended. It may be cancelled by either Party subject to 60 (sixty) days written notice to the other Party.
- Article 16** Any renewal of the present Agreement shall be effected by an exchange of letters between the Parties.

Article 17 In the event of a dispute, the Parties shall make a good faith effort to settle it amicably. In the event that an amicable settlement cannot be reached, any dispute arising out of or relating to this Agreement shall be settled by a sole arbitrator appointed by mutual agreement, or failing this, by the President of the International Court of Justice at the request of either Party.

In witness whereof, the undersigned, duly authorized to that effect, have signed this Agreement in 2 (two) copies in English, the two copies being equally authoritative.

For the United Nations Educational,
Scientific and Cultural Organization



Irina Bokova
Director-General

For the Lucian Blaga University of Sibiu



Constantin Oprean
Rector

Date... **12 JAN 2011**

Date... **25.02.2011**