

18 DIC. 2013

PROT. N° 1103

20013 – 2016

## MEMORANDUM OF UNDERSTANDING

## ON EDUCATION COOPERATION

BETWEEN

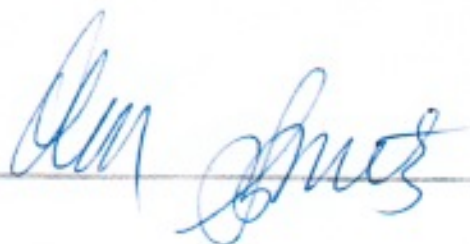
**DIRECȚIA GENERALĂ EDUCAȚIE TINERET ȘI  
SPORT A CONSILIULUI MUNICIPAL  
CHIȘINĂU****REPUBLICA MOLDOVA**

AND THE

*Italian Network of schools****Fri.Sa.Li.****ITALY**Nr. 46 din 11.12.2013***BACKGROUND**

The Direcția Generală Educație, Tineret și Sport (hereafter DGETS) and the Italian Network of Schools "Fri.Sa.Li.", Italy (hereafter FRI.SA.LI.), share a common interest in developing and creating cooperative partnerships, with the objective of promoting internationalisation, and educational, social, cultural and linguistic development amongst the institutions.

The DGETS is twinned with the Italian Schools in Italy to work with each other and jointly to achieve their objectives.



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**THE PARTIES AGREE AS FOLLOWS:****1. Interpretation**

“MOU” means this document called a Memorandum of Understanding and all Appendices to this document.

“Parties” means The Direcția Generală Educație, Tineret și Sport and the Italian Network of Schools “Fri.Sa.Li.”, Italy and their employees or their duly authorized agents.

“Project” means the projects described in the Appendices to this MOU.

“Person” includes natural persons, corporations and other entities recognized by law.

“P-12 schools” means all school years from Pre-school to Grade 12 (for Italian schools, it means up to Secondary school).

**2. Scope**

2.1 This MOU shall not create a legal relationship between the parties.

2.2 This MOU shall outline the collaborative arrangements between the parties in relation to the operation of the projects they undertake and attached as Appendices to this document.

**3. Term**

3.1 This MOU shall commence on the day was signed and remain in place until terminated on or before 31 December 2016.

**4. Objectives and Principles**

4.1 The objective of this MOU is to establish collaborative projects of mutual interest in schools and other education institutions in order to further mutual understanding and co-operation between the parties.

**5. Forms of Collaboration**

5.1 Collaboration between the parties may take several forms, such as, but not limited to a:

- sharing of educational expertise, ideas, information, skills and techniques;
  - professional development (PD) programs providing opportunities for the development of curriculum and cultural knowledge, skills and understanding;
  - dissemination of professional knowledge and experience;
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- exchanges of personnel.

## **6. Appendices**

- 6.1 Appendices of this MOU describe the particular projects which form the substance of this MOU. Other jointly agreed projects may be added from time to time, and shall be subject to the general terms of this MOU.
- 6.2 Within the Appendices the parties will develop specific and detailed Project Plans with regard to the projects described. These Project Plans will specify, in respect of each project, the basic terms and conditions, objectives and principles, term of agreement, respective responsibilities, activities, timelines, termination provisions, program co-ordination, costs and allocations, reporting requirements, intellectual property issues, procedures for resolution of disputes and any other specifics deemed necessary by the parties to effectively achieve the desired outcome and relationships of those projects.
- 6.3 Once agreed to and signed by the parties, Project Plans will form appendices to this MOU and shall be subject to the general terms of this MOU unless otherwise specified in writing.

## **7. Termination**

- 7.1 This MOU may be terminated by either party giving the other party, in writing, six months notice to terminate, or sooner upon mutual consent of the parties.
- 7.2 Termination of this MOU shall not affect the validity or duration of any projects agreed to and commenced under this MOU, unless otherwise agreed between the parties in writing.

## **8. Amendment**

- 8.1 Any amendments to this MOU shall be in writing and signed by the parties or their duly authorized agents.

## **9. Contacts**

- 9.1 The DGETS and the FRI.SA.LI. shall each nominate an officer to manage the day-to-day business of this MOU. All communications between the parties and their agencies concerning this MOU shall be between the nominated contact officers.
- 9.2 In addition, the contact officers shall:
- (a) maintain an ongoing dialogue on the direction of opportunities for mutually beneficial collaboration;
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- (b) facilitate the development of possible new collaborative projects and select and recommend worthwhile projects to the parties for implementation under this MOU;
- (c) jointly develop processes for monitoring, reviewing and reporting on progress and outcomes to the parties, in particular an overall review to be held during the second year of this MOU; and
- (d) make recommendations to the parties relating to the MOU and its future development.

9.3 Annual strategic and operational planning occurs between the parties to establish a direction for the relationship and develop specific collaborative projects for each school year. The annual projects are to be attached as Appendices.

## **10. Administration**

- 10.1 Each party shall be responsible for meeting its own costs in respect of administering the relationship.
- 10.2 The parties' support for a given project shall be subject to the availability of funds and to the relevant policies, laws and regulations applicable to each party.
- 10.3 This agreement will operate within the limits of both parties' financial, material and personnel capabilities.
- 10.4 In so far as possible, any financial obligations associated with each collaborative project shall be clearly stated in the relevant Appendices to this MOU, and shall identify the breakdown to each party.
- 10.5 Any changes to the financial responsibilities in relation to an approved collaborative project will be agreed upon by both parties in writing.

## **11. Intellectual Property**

- 11.1 As a matter of general principle, the parties shall use their best endeavours to ensure the protection of all intellectual property relevant to agreed projects.
  - 11.2 Intellectual Property generated from joint projects shall be shared between the parties according to their contribution to the work that generated the intellectual property.
  - 11.3 As appropriate, each project plan shall state in detail the arrangements with regard to the ownership, protection and use of intellectual property, including the rights of the parties in regard to the application of intellectual property after completion of the project.
  - 11.4 Any publication (electronic or otherwise), presentation, training program, display, website, etc that results from work done as a consequence of this document shall make reference to the parties and this MOU.
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## 12. Resolution of Disputes

12.1 Any differences or disputes which may arise between the parties relating to any matter under this MOU shall be settled by consultation and negotiation, or, failing that, through mediation by a mutually agreed upon third party.

## 13. Other Agreements

13.1 This MOU is without prejudice to co-operation which may be undertaken pursuant to other agreements between the parties.

## 14. Commencement of the 2013 – 2016 Memorandum of Understanding

14.1 This MOU will commence from 9<sup>th</sup> December 2013 and will terminate on or before 31st December 2016.

## 15. Future Memoranda of Understanding


15.1 Officers of the two Parties will negotiate future Memoranda of Understanding during the second half of 2016.

15.2 Reciprocal financial arrangements will be open for discussion on an annual basis.

### EXECUTION BY THE PARTIES

Signed for and on behalf of the Parties, six [6] copies of each in English (3 - three) and Romanian (3 - three).

In Chişinău, Moldova, ..... December 2013

  
Tatiana Nagnibeda-Tverdohleb,  
General Manager of  
Direcția Generală Educație,  
Tineret și Sport Chişinău

  
Oldino CERNOIA  
 Rettore Convitto Nazionale in Cividale del  
 Friuli (Udine ) Italy  
 Representative of Fri.Sa.Li.



  
L'AMBASCIATORE  
Enrico Nunziata