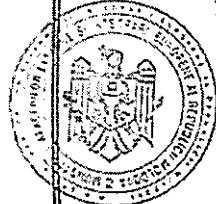


ACORD
privind Programul de schimburi pentru studii
universitare în Europa Centrală (CEEPUS IV)

Varşovia, 20 septembrie 2023.



COPIE CERTIFICATĂ
TEXT ÎN LIMBA ENGLEZĂ

Agreement

concerning the
Central European Exchange Programme
for University Studies
(„CEEPUS IV“)

The CEEPUS contracting parties share the following vision:

- the pursuit of truth, the fundamental role of science in the creation of civilization and the transmission of knowledge from generation to generation as a particularly honourable human activity,
- regional academic exchange as an important instrument to overcome mutual stereotypes,
- long-term academic collaboration through high-quality topic-specific university networks by providing the appropriate framework for the mobility of students, doctoral students, researchers, academic teachers, and university staff,
- advancements in the recognition of study abroad periods as well as the higher education qualifications between universities and fostering the development of the Central European dimension of university curricula,
- promotion of regional collaboration in the field of higher education within the framework of the Central European Exchange Programme for University Studies hereinafter referred to as "CEEPUS IV".

The contracting parties have committed to:

- the key role that higher education plays in meeting the United Nations Sustainable Development Goals,
- the goals of the Bologna Process and its relevant Communiqués, therefore contributing to the further realization of the European Higher Education Area

and take note of:

- the European Education Area Strategic Framework for education and training, the European Union Eastern Partnership, and the European Union Western-Balkans agenda on innovation, research, education, culture, youth & sport.

The contracting parties have agreed as follows:

Article 1

- 1) The cooperation among contracting parties in the field of higher education and related research, in particular inter-university cooperation and mobility, shall be promoted in accordance with this agreement.

- 2) The cooperation referred to in paragraph 1 shall, with the exception of scholarships referred to in Article 2 paragraph 6 and paragraph 7, be accomplished in the framework of university networks of the Central European Exchange Programme for University Studies, as defined in this agreement.

- 3) CEEPUS IV scholarships are comprehensive grants which shall cover living costs, expenses for laboratory fees according to general practice in the host country, where applicable, as well as housing and basic medical insurance, where applicable, during the stay in a host country. CEEPUS IV scholarships shall be commensurate with living costs in the respective host country and its inflation.

- 4) Furthermore, CEEPUS IV scholarships can also be grants for expenses related to purposes of e-learning, e-teaching, and hybrid learning or teaching. Virtual scholarships are complementary to physical exchange according to national regulations and as defined in the respective CEEPUS work programme. In that case, CEEPUS IV scholarships do not necessarily have to be used for mobility purposes.

5) There shall be no transfer of funds among contracting parties under this agreement. CEEPUS IV scholarships are financed by the host country. Any additional top-ups for outgoings shall, where applicable, be financed by the country of origin. Top-ups for outgoings can be extra funds for travel expenses, benefits for vulnerable, underrepresented, or disabled people or other extra payments, where applicable. Contracting parties and participating universities are encouraged to provide additional voluntary funding for CEEPUS IV activities.

6) In accordance with this agreement and the rules of procedure to be adopted by the Joint Committee of Ministers, contracting parties shall announce the scholarship months for the cooperation (the internal "CEEPUS currency") for each following academic year in annual intervals. The minimum CEEPUS currency shall be one hundred scholarship months.

7) CEEPUS IV scholarships shall not cover overhead costs or expenses related to organisational or administrative purposes. Contracting parties and participating universities are encouraged to provide additional voluntary funding to cover these costs or expenses.

8) CEEPUS IV scholarship months may also be used for coordination meetings of CEEPUS IV networks, where applicable and as defined in the respective CEEPUS work programme.

Article 2

1) For the purposes of this agreement, the term "university" means an institution providing higher education which is recognized by the responsible authority of a contracting party as belonging to its system of higher education. Each contracting party shall provide a list of universities that are eligible for CEEPUS IV actions once a year before each new call for network applications.

2) For the purposes of this agreement, the term "academic year" means the period from 1st September of one year until 31st August of the following year. The beginning and the end of the actual academic year may vary according to national regulations of the contracting parties.

3) Students registered at universities, regardless of their field of study, shall be eligible for CEEPUS IV scholarships up to and including the doctoral level. The period of study, training, or placement has to be performed at a host university or a host institution of a CEEPUS network in accordance with the present agreement and the respective CEEPUS work programme, provided that the credits earned during a period of study, training or placement abroad are recognized and granted by the home university of the respective student.

A commercial enterprise, a research facility, a governmental institution, or another organisation in the host country can also serve as a host institution where applicable and as defined in the respective CEEPUS work programme.

4) The CEEPUS IV programme shall support the mobility of faculty members, i.e., the teaching, research and/or artistic staff of a given university, by granting CEEPUS IV scholarships in order to promote transnational inter-university cooperation and the Central European dimension of university curricula as defined in the CEEPUS work programme.

5) CEEPUS IV scholarships may also be granted to university staff of a university taking part in a CEEPUS network, to enhance capacity building within the network and to help organise joint activities between CEEPUS IV network partners as defined in the respective CEEPUS work programme.

6) Scholarship months not consumed within the CEEPUS networks may also be granted to students enrolled at an eligible university outside a CEEPUS IV network and to faculty members or university staff of eligible universities outside a CEEPUS IV network ("Freemovers") as defined in the respective CEEPUS work programme and provided that special arrangements for studying, teaching, supervising, or peer learning at such a university exist.

7) Each contracting party can accept and recognize the participation of students and teachers from higher education institutions from non-contracting parties within CEEPUS network activities according to national regulations and based on the individual decision of a contracting party. Contracting parties may announce extra scholarship months for each following academic year for these activities, which must be linked to the implementation of the activities described in the respective work programme.

If the Joint Committee unanimously identifies a common interest for cooperation with a specific non-contracting party, students and teachers from higher education institutions in such a third-party may be awarded mobilities, provided that the respective contracting party has unconsumed scholarship months in the frame of the CEEPUS networks. Where applicable, such unconsumed scholarship months can be used for the third-party students' and teachers' mobilities as defined in the respective CEEPUS work programme.

Article 3

1) A joint committee of ministers, hereinafter "Joint Committee", composed of one representative of each of the contracting parties, is hereby established. The Joint Committee shall be responsible for all measures and decisions necessary to ensure the implementation of this agreement, including the approval of evaluation reports. At least every second year the Joint Committee shall adopt a work programme for the CEEPUS IV cooperation.

2) The Joint Committee shall meet as considered necessary, however, at least every second year. It shall adopt its own rules of procedure. The Committee shall elect one of its members as Chairperson for two years. It may establish working groups required for the implementation of this agreement and decide on their composition.

3) The Joint Committee shall make every effort to reach a consensus about all decisions. If all possible efforts have been exhausted and no consensus has been reached, decisions shall as a last resort be adopted by a two-thirds majority vote of the Joint Committee's present members (in person or online).

4) The Joint Committee shall unanimously adopt decisions regarding the total amount of CEEPUS IV scholarship months in accordance with Article 1 paragraph 6.

Article 4

Decisions concerning the procedure for the selection of CEEPUS IV networks shall be made by a working group of the Joint Committee.

2) Each contracting party shall establish a national commission of academics and/or other experts to assist in the selection process mentioned in paragraph 1.

Each contracting party shall establish a National CEEPUS Office which shall have the following responsibilities:

- a. Organizing the implementation of the CEEPUS programme according to the respective national regulations and financial jurisdictions.
- b. Promoting of and informing about the programme and disseminating the outcome of the cooperation on a national level.
- c. Advising potential applicants regarding the network cooperation and the scholarship programme.
- d. Receiving and formally evaluating applications and organizing the experts' network assessment on a national level.
- e. Awarding and processing of scholarships according to the respective work programme and the national regulations.
- f. Organizing payments in connection with scholarships corresponding with national regulations and in accordance with the respective financial jurisdictions of the contracting party.
- g. Acting as an advisor by informing the respective contracting party of the latest developments of the CEEPUS cooperation.
- h. Conducting a national evaluation of the cooperation, where applicable, and contributing to the overall evaluation of the cooperation.
- i. Taking necessary measures and actions together with the Central CEEPUS Office to fully comply with the European Data Protection Regulation.

4) The contracting parties shall notify the establishment of their respective National CEEPUS Office to the Central CEEPUS Office.

5) The National CEEPUS Offices shall participate in meetings arranged by the Central CEEPUS Office.

6) The contracting parties shall take measures to ensure that their respective National CEEPUS Office has the means required for the fulfilment of its functions.

Article 5

- 1) A Central CEEPUS Office is hereby established in Vienna.
The Central CEEPUS Office shall have such legal capacity as is required for the exercise of its functions.
- 2) The head of the Central CEEPUS Office is the Secretary General. The Secretary General shall, upon a proposal by the Republic of Austria, be elected for a period of seven years by a two-thirds majority vote of the Joint Committee. The Secretary General may be replaced before the end of their term by unanimous decision of the Joint Committee.
- 3) The infrastructure required for the fulfilment of the Central CEEPUS Office's functions, including the salaries of the Secretary General and the staff of the office, shall be financed by the Republic of Austria.
- 4) The costs for representatives of the contracting parties or any personnel seconded to the Central CEEPUS Office shall be covered by the respective contracting party.
- 5) The contracting parties are encouraged to provide voluntary funding for activities of the Central CEEPUS Office to further improve the implementation of cooperation.
- 6) The Central CEEPUS Office shall have a coordinating and evaluating function and the contracting parties shall retain full power and control over their respective national budgets for the cooperation.

7) The Central CEEPUS Office shall in particular:

- a. Notify the Joint Committee at its next meeting about decisions taken intersessionally by the Secretary General between meetings of the Joint Committee on urgent technical and administrative matters.
- b. Prepare an annual progress report and undertake the overall evaluation of the implementation of this agreement.
- c. Submit proposals for further development of the cooperation.
- d. Prepare and organise the meetings of the Joint Committee and the working groups and produce meeting minutes.
- e. Support the implementation of decisions adopted by the Joint Committee.
- f. Develop a joint public relations strategy for the cooperation and advise the contracting parties on information policies.
- g. Publish information on the cooperation among participating universities of the contracting parties.

Article 6

The contracting parties shall, in accordance with this agreement, make all efforts to avoid restrictions concerning the free movement and residence of individuals receiving a CEEPUS IV scholarship.

The contracting parties shall take appropriate measures in accordance with national laws in order to eliminate administrative and financial obstacles to enable the full implementation of the cooperation.

Article 7

Review of this agreement by the Joint Committee shall be completed before the end of the fourth academic year after the agreement takes effect. Such a review shall be based on an overall evaluation of the cooperation.

Article 8

Any dispute between the contracting parties or between the contracting parties and the Central CEEPUS Office concerning the interpretation or application of this agreement, or the work programme shall be settled through good faith negotiations and consultations between the disputing parties. Any dispute which cannot be settled through such negotiations and consultations shall be settled amicably by the Joint Committee. For this purpose, the Joint Committee may establish a working group in accordance with Article 3 paragraph 2 of this agreement. The working group may make recommendations to the Joint Committee for the settlement of the dispute. If a dispute between the contracting parties cannot be settled by the Joint Committee, any disagreeing party to the dispute may call for arbitration.

The arbitration tribunal shall consist of three members. Each party to the dispute shall nominate one arbitrator. These two arbitrators shall nominate the third arbitrator, who shall act as the chairperson of the tribunal.

- 3) The arbitration tribunal shall decide its seat and adopt its own rules of procedure.

The award of the arbitration tribunal shall be decided by a majority vote of its members. Members of the arbitration tribunal may not abstain from a vote. The award shall be final and binding on all parties to the dispute and no appeal may be made. The parties to the dispute shall comply with the award without delay. In the event of a dispute as to its meaning or scope, the arbitration tribunal, if necessary, by majority vote interpret the award at the request of any party to the dispute.

Article 9

- 1) This agreement shall be open for signature by all the contracting parties of the CEEPUS III agreement.
- 2) This agreement shall be subject to approval by the Signatory States in accordance with their respective national procedures. The instruments of approval shall be deposited with the Central CEEPUS Office as the Depositary of this agreement.
- 3) The Depositary shall inform all the contracting parties of notifications and instruments of approval received.
- 4) The original of this agreement shall be deposited with the Depositary.

Article 10

- 1) This agreement shall take effect on May 1, 2025, after Signatory States have deposited their instrument of approval. If fewer than three instruments of approval have been deposited by that date, the agreement takes effect on the first day of the third month following the deposit of the third instrument of approval. The agreement shall remain in force for a period of seven years from the date of its entry into force.
- 2) For Signatory States depositing their instrument of approval after this agreement has taken effect according to Article 10 paragraph 1, this agreement shall take effect on the first day of the month following the day on which the instrument of approval has been deposited.

3) Each contracting party may at any time propose a revision of this agreement. Such a revision shall be submitted in writing to the Chairperson of the Joint Committee and the other contracting parties at least six weeks before a meeting of the Joint Committee unless decided otherwise by the Joint Committee. Decisions concerning a revision of this agreement shall be adopted by the Joint Committee unanimously. The revision shall be subject to signature and to approval by the contracting parties in accordance with their respective national procedures. The instruments of approval shall be deposited with the depositary. The revision enters into force on the first day of the third month following the deposit of the third instrument of approval, unless otherwise provided in the revision.

Article 11

This agreement shall remain open for accession by states other than the contracting parties of the CEEPUS III agreement upon unanimous decision of Joint Committee. States intending to accede to this agreement shall notify Depository in writing. The Depository shall inform the other contracting parties of a state's intention to accede to this agreement.

Instruments of accession shall be deposited with the Central CEEPUS Office. The Depository shall inform contracting parties of the deposited instruments of accession.

For a State acceding to this agreement after its entry into force, this agreement shall enter into force on the first day of the month following the deposit of its instrument of accession.

States which have acceded to this agreement after its having taken effect, shall participate in CEEPUS IV activities as set out in the work programme and in accordance with the decisions of the Joint Committee.

Article 12

Each contracting party may at any time withdraw from this agreement by written notification to the Depository. Such withdrawal shall take effect 30 months from the date of receipt by the Depository of the notification of withdrawal.

Withdrawal of a contracting party shall not affect the networks, services and activities commenced on the basis of this agreement before the withdrawal has become effective.

Article 13

The contracting parties acknowledge the importance of data protection and will take effective measures to implement appropriate privacy standards within the Central European Exchange Programme for University Studies.

The contracting parties agree that these privacy standards for CEEPUS IV will be in accordance with the European General Data Protection Regulation and its successive regulations.

at Warsaw, Poland, on September 20, 2023 in one original in the English language.

For the Republic of Albania *[Signature]*

For the Republic of Austria *[Signature]* 06.10.2023

For Bosnia and Herzegovina *[Signature]*

For the Republic of Bulgaria *[Signature]*

For the Republic of Croatia *[Signature]*

For the Czech Republic *[Signature]*

For Hungary *[Signature]*

For the Republic of Moldova *[Signature]*

For Montenegro *[Signature]* Podgorica, Viena, Nov 9, 2023

For the Republic of North Macedonia *[Signature]*

For the Republic of Poland *[Signature]*

For Romania *[Signature]*

For the Republic of Serbia *[Signature]*

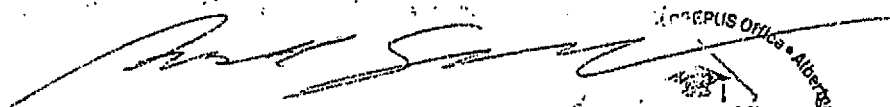
For the Slovak Republic *[Signature]*

For the Republic of Slovenia *[Signature]*

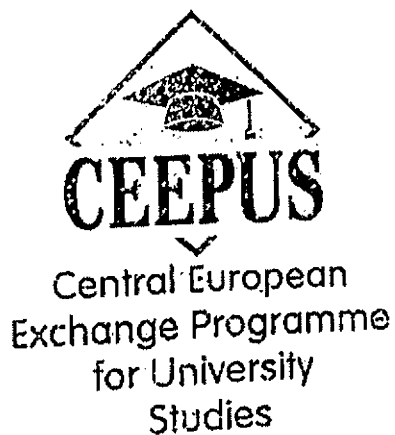
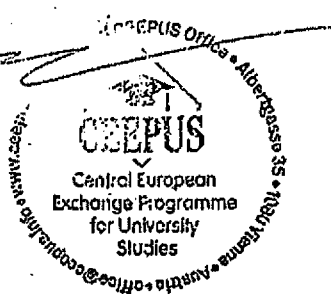
certified a true and complete copy of the sole original document in English
deposited in the archives of the Central CEEPUS Office

Vienna, November 13th, 2023


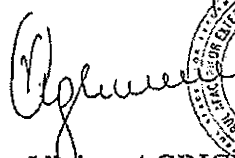
The Secretary General of the CEEPUS Programme



Michael SCHEDL



Prin prezenta confirm că textul alăturat este o copie autentică de pe copia certificată a Acordului privind Programul de schimburi pentru studii universitare în Europa Centrală (CEEPUS IV) (Varșovia, 20 septembrie 2023), originalul tratatului fiind depozitat la Oficiul Central CEEPUS.



Violeta AGRICI,
Șefa Direcției Drept Internațional a
Ministerului Afacerilor Externe și
Integrării Europene

