

Secretariat: Tel. 031.71.00.606, Fax. 031.71.00.607

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# MEMORANDUM OF UNDERSTANDING

# WOODROW WILSON INTERNATIONAL CENTER FOR SCHOLARS

and

## ROMANIAN CULTURAL INSTITUTE

INSTITUTUL CULTURAL ROMÂN Aleea Alexandru nr. 38 REGISTRATURĂ INTRARE Nr.2666/24-02-2016

This framework agreement (Memorandum of Understanding) is entered into between WOODROW WILSON INTERNATIONAL CENTER FOR SCHOLARS (hereafter called "WILSON CENTER"), established under the law passed by the United States Congress on October 24<sup>th</sup>, 1968, as a living memorial to the twenty-eighth president of the United States <sup>1</sup>, with headquarters at One Woodrow Wilson Plaza, 1300 Pennsylvania Avenue, N.W., Washington, D.C. 20004-3027, AND THE ROMANIAN CULTURAL INSTITUTE (in Romanian, "INSTITUTUL CULTURAL ROMÂN", hereafter called "RCI"), with headquarters in Bucharest, Aleea Alexandru nr. 38, sector 1, postal code 011824, fiscal code 15726657, bank account RO 91 TREZ 23A 67 50 00 59 01 00 X0, opened with DTCPMB, with the purpose to establish a RESEARCH PROGRAM IN HUMANTITIES AND SOCIAL SCIENCES FOR ROMANIAN SCHOLARS (called in this document "Program") at WILSON CENTER, in Washington D.C.:

Whereas, the WILSON CENTER is an international center for advanced research and an unbiased forum for open, rigorous, informed dialogue which brings prominent thinkers to Washington for extended periods of time to interact with policymakers through a numerous many programs and projects;

Whereas, the ROMANIAN CULTURAL INSTITUTE is a Romanian state institution with a legal entity, reporting to the authority of the Romanian Senate, and whose mission is the promotion of Romanian culture and civilization in Romania and abroad;

Whereas, the WILSON CENTER and the ROMANIAN CULTURAL INSTITUTE having established that the Program promotes and is in compliance with the statutory mandate of the WILSON CENTER, as the official memorial to Woodrow Wilson, the twenty-eighth president of the United States, and that this would help advance the reputation of the WILSON CENTER as an institution where prestigious researchers, exceptional thinkers and prominent leaders come to write and reflect on important issues related to public policy and which, therefore, agrees to cooperate with RCI in sponsoring the Program;

<sup>&</sup>lt;sup>1</sup> See Pub. L. 90-637, approved Oct. 24<sup>th</sup>, 1968, 82 Stat. 1357.



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Whereas, the WILSON CENTER and the RCI agree that the Program would constitute an environment of crucial importance for developing scientific interactions in the humanities and social sciences between Romania and the United States;

Whereas, in cooperation with the RCI, the WILSON CENTER agrees to offer its prestige, inhouse expertise and the available infrastructure to advance the specialization, encouragement and promotion of research conducted by representatives of the new generation of Romanian researchers;

Whereas, the WILSON CENTER and the RCI agree that the eligibility of the researchers as participants in the **Program** will be decided on the basis of the requirements stipulated by the scholarship, established in mutual agreement and publically announced in a joint effort by the WILSON CENTER and the RCI; and

Whereas, the WILSON CENTER the RCI agree that, in addition to the professional results expected of the candidates to benefit from the program, the research grants will bring, in a short period of time, significant benefits to the research communities in Romania through:

- promoting cooperation and the integration of the Romanian researchers in the American academic network during their stay at the WILSON CENTER and thereafter;
- providing assistance in the preparation of research materials and results to be submitted for publication in Romania or the United States;
- facilitating participation of the scholars at conferences, seminars and workshops for the period of their stay, and by facilitating the dissemination of the scientific contributions.

Whereas, the WILSON CENTER and the ROMANIAN CULTURAL INSTITUTE having established that the Program promotes and is in compliance with the statutory mandate of the WILSON CENTER, as the official memorial to Woodrow Wilson, the twenty-eighth president of the United States, and that it would help advance the reputation of the WILSON CENTER as an institution where prestigious researchers, exceptional thinkers and prominent leaders come to write and reflect on important issues related to public policy and which, therefore, agrees to cooperate with RCI in sponsoring the Program;

Therefore the WILSON CENTER and RCI, based on the above findings, agree to the following:

### A. COLLABORATIVE PROJECT

- 1. The WILSON CENTER and the RCI will collaborate so as to:
- a) select the best candidates, objectively and impartially, based on the announced criteria;
- b) reach an agreement over the periods of residence in Washington D.C. for each scholar;
- c) provide adequate support and means of research for the selected scholars; and



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- d) facilitate the promotion of the research conducted by scholars in the three month stay at the WILSON CENTER through the research **Program** in humanities and social sciences for Romanian scholars.
- The WILSON CENTER will make the final decision on the selection of the prospective grant recipients, after consulting other organizations with levels of expertise acceptable to both parties.
- 3. The RCI commits to:
- a) facilitating the preliminary selection process of candidates by naming the main candidates to the second phase of the selection process, which will then be conducted by the WILSON CENTER in consultation with other experts as the RCI and the WILSON CENTER deem appropriate;
- b) according each winner a scholarship totaling a value of 13,424 USD which will cover the following expenses for a period of three months:
  - i. roundtrip airplane ticket;
  - ii. accommodation (rent and utilities);
  - iii. monthly allowance for activities related to research and personal expenses;
  - iv. health insurance complies with the legislation of the United States. Candidates may secure health insurance separately, or may take a suggestion from the WILSON CENTER related to a company whose package would be in compliance with legislation in the United States.
  - v. funds for every selected candidate in the value of ten thousand four hundred twenty-four American dollars (10,424 USD), through a separate contract, with a copy to be provided to the WILSON CENTER prior to signing.
  - vi. The administrative support costs of the WILSON CENTER totaling three thousand American dollars (3,000 USD) per grantee for each of the three scholarships for a total of nine thousand American dollars (9,000 USD) per year to cover the expenses made by the WILSON CENTER in supervising and coordinating the short-term research program, the amount which will include all logistical and administrative expenditures made by the WILSON CENTER for each individual scholar.

## 4. The WILSON CENTER commits to:

- a) making the final decision, objectively and impartially, on the selection of three scholars who will receive a residence permit for this short-term, research Program in humanities and social sciences for Romanian scholars.
- b) providing the resources and available research infrastructure to the three scholars, as stipulated in the scholarship letter of certification.



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c) providing the scholars with the necessary information for obtaining accommodation in Washington D.C.-

## B. PROMOTION AND REPORTING

The WILSON CENTER and the RCI agree to promote the creation of the Program for Short-Term Research Scholarships, with the related conditions in the public service of specialization in Romania.

The RCI will publish an announcement on its website containing all details of the Program for Short-Term Research Scholarships. The RCI will publish regular announcements on its website and newsletter specifying the application deadlines for the Program, detailing the available information on the internet and mass-media about the Program for Short-Term Research Scholarships, as well as through the distribution of materials printed monthly and annually. The RCI, after consulting the WILSON CENTER, will publish advertisements in Romanian newspapers (daily, weekly or monthly) about the selection for the Program for Short-Term Research Scholarships, including the application deadlines and conditions.

The WILSON CENTER agrees to disseminate the announcements and selection criteria for the scholarship and publish the list of final winners. The WILSON CENTER will have a website containing all available information on the scholars and their projects.

The WILSON CENTER and the RCI will generate an annual report on the Program for Short-Term Research Scholarship with a reference to the scientific outcomes (specifying a list of publications and seminars which scholars attended), justification of financial conditions, as well as the general level of collaboration between the two institutions. At the end of the research period, each of the scholars will be asked to draft a summary of their activities during the scholarship period including an assessment (with possible recommendations for improvements) of the conditions created through the partnership between the WILSON CENTER and RCI.

The WILSON CENTER and the RCI agree that this framework agreement is valid for one year from the signing date and will be automatically extended every year, for a period of one year, unless either party decides to unilaterally terminate, notifying the other party 30 (thirty) days in advance.

#### C. OTHER ENDORSEMENTS AND AGREEMENTS.

- 1. The RCI hereby acknowledges and agrees that the name and logo of the Woodrow Wilson International Center for Scholars are registered trademarks and cannot be used by the RCI under any circumstances or through any medium, regardless of it being written, oral, visual, or electronic, for any purpose including but not limited to advertising, marketing, promotion, publicity, or on any header or website without first obtaining the express-written consent of the Woodrow Wilson International Center for Scholars.
- 2. The RCI hereby confirms that it was notified by the Woodrow Wilson International Center



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for Scholars that the law of the Federal Tort Claims Act, 28 U.S.C. §§ 1346 (b), 2671-2680 will exclusively govern the settlement of any financial claim against the United States in the case of bodily harm or death caused by negligence, injurious acts or omissions of an employee at the Wilson Center while performing their work assignments.

- 3. The RCI also confirms that it agrees with the fact that the agreement framework is governed and designed in accordance with United States law and that of the District of Columbia wherever applicable and exercisable.
- 4. The WILSON CENTER and the RCI also confirm and hereby agree that this framework agreement represents the full description of the relationship between the WILSON CENTER and ICR, and that the articles and conditions drafted by this agreement may be amended only on the basis of a written agreement, signed by the president/director of the WILSON CENTER and by the president of ICR.
- 5. The WILSON CENTER and the RCI confirm and hereby agree that either of the parties signing this agreement, the WILSON CENTER or the RCI, can terminate it with a written notice to the other party 30 days in advance, provided they have met all contractual obligations of the Program for the year of the scholar's residency at the WILSON CENTER.
- This present Memorandum of Understanding agreement is automatically extended every year, for a period of one year, unless either party decides to unilaterally terminate, notifying the other party 30 days in advance.
- 7. The unilateral termination of the present Memorandum of Understanding agreement will not offset the due obligations of both parties as previously stipulated, or the scholarship sessions in progress.

#### D. AUTHORIZED REPRESENTATIVES.

## 1. On behalf of the ROMANIAN CULTURAL INSTITUTE:

For the purpose of fulfilling the commitments, obligations and relations as stipulated in this Memorandum of Understanding, the RCI will be represented by the following official:

Radu Boroianu The RCI President Bucharest, Aleea Alexandru nr. 38, sector 1 Romania



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# 2. On behalf of the WOODROW WILSON INTERNATIONAL CENTER FOR SCHOLARS

For the purpose of fulfilling the commitments, obligations and relations stipulated in this framework agreement, the WILSON CENTER will be represented by the senior official or his delegate:

Dr. Andrew Selee
Executive Vice President
Woodrow Wilson International Center for Scholars
One Woodrow Wilson Plaza
1300 Pennsylvania Avenue, N.W.
Washington, D.C. 20004-3027
United States of America

As a sign of acceptance of the conditions outlined above, the WILSON CENTER and the RCI have signed and stamped below.

The RCI

The Woodrow Wilson International Center for

Scholars

Executive Vice President.

Andrew Selee

la 2/23/16

President,

Radu Borojanu

General Economic Director,

Mariana Drăghici

Head of the Domestic Programs Department,

Cristian Vasile Petcul

Project Coordinator,

Cătalin Rogojinaru

Legal Adviser

24.02.2016

Date

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Date / 2/23/16