

## **MEMORANDUM OF COLLABORATION**

between

Ukrainian Library Association

and

The National Association of Public Librarians and Libraries in Romania

**The Ukrainian Library Association** (hereinafter referred to as “ULA”), represented by Mrs. Irina Shevchenko, who is fully authorized to execute this Memorandum of Collaboration in her capacity as President of the Ukrainian Library Association,

and

**The National Association of Public Librarians and Libraries in Romania** (hereinafter referred to as “ANBPR”), represented by Mrs. Sorina Stanca, who is fully authorized to execute this Memorandum of Collaboration in his capacity as President of The National Association of Public Librarians and Libraries in Romania,

(hereinafter referred to collectively as the “Parties” or individually as the “Party”).

have decided to enter into this Memorandum of Collaboration (hereinafter referred to as the “MoC”) in order to promote, facilitate and strengthen their scientific experience and cultural cooperation, based on the principles of reciprocity and mutual benefit.

### **Objectives:**

This Memorandum of Collaboration reflects the general understanding that ULA and ANBPR have many common concerns, and there are significant benefits to be gained from the two associations working together to:

- Jointly advocate for best practice within the sector and for the value of Librarian Professional expertise.
- Support high quality education and professional development for members.
- Encouraging networking between professionals.

**The Parties decide as follows:**

## Article 1. Areas of Cooperation

ULA and ANBPR agree to:

- Work together to identify areas of common interest nationally and internationally.
- Develop collaborative responses to lobbying and advocacy issues.
- Exchange of expertise, know-how and cooperative actions between the two Parties' Boards and association's members and other authorized co-operators of the two associations.
- Share information and investigate possible joint research opportunities.
- Promote the value of professional expertise in the information sector and explore opportunities to recognize members' ongoing learning.
- Consider conferences and events to improve cross-sector networking.

## Article 2. Specific Cooperation Agreements

Nothing in this Memorandum of Collaboration shall be construed as creating any legal or financial relationship or commitment between the two Parties.

## Article 3. Rights in Industrial and Intellectual Property

The Parties agree that, except for regulation in a specific agreement set out in addenda, which will be agreed both by the Associations, does not grant any right with regard to the "Industrial and Intellectual Property" of each Party.

The specific matters in terms of industrial and intellectual property on works and materials produced jointly by the Parties, in which there is consequently co-ownership, must be agreed in the specific Addenda that the Parties may sign.

For the exclusive purposes of the fulfilment of the obligations set out in this MoC, each of the Parties may make use of the trademarks, logotypes, domains and other distinctive signs of the other Party, for **which it must first be authorized by the other Party in writing**. On termination of this MoC due to any of the causes set out, the Parties undertake to cease immediately the use of the contents, trademarks, logotypes and other signs that are the Intellectual or Industrial Property of the other Party.

## Article 4. Terms of Cooperation

### *4.1 Duration*

This MoC shall commence on the later of the two dates of signature of the Parties, this being the date when both Parties have duly accepted the conditions laid down in this MoC. The MoC shall be in force

for five (5) years with automatic prolongation for the following five (5) years subject to the right of early termination for convenience pursuant to Article 4.3 below.

#### *4.2 Amendments*

Any amendment and/or modification of the MoC will require written approval of both Parties and shall be appended hereto. Amendments will therefore enter into force on the date that is agreed to by both institutions.

#### *4.3 Termination*

This MoC may be terminated:

- at any time by mutual written agreement of the Parties;
- by either Party, at any time, for any or no reason, subject to six (6) months prior written notice to the other Party hereto. Said termination will take place without any judicial ruling, and without any compensation being derived between the Parties. Any programme or activity that has already commenced pursuant to specific cooperation agreements executed between the Parties hereto, if executed, shall survive termination of this MoC and be completed to the best of both Parties' abilities pursuant and subject to the terms of the relevant specific cooperation agreement.

Due to non-fulfilment by either Party of its obligations over a period of thirty (30) days from the date of the written notification by the other Party of such non-fulfilment, the notifying Party may unilaterally terminate this MoC. In all cases, the rescission of this MoC must take into account any addenda, projects and commitments arising there from which are outstanding when rescission takes place.

### **Article 5. Intentions and Interpretation**

Nothing in this MoC shall diminish the full autonomy of either Institution, nor may any constraints be imposed by either upon the other, and nothing in this MoC shall be deemed to create a partnership, joint venture, or agency relationship between the Parties.

Both Parties state the commitment to fulfil their respective obligations in good faith and to complete satisfactorily each and every one of the negotiations that are necessary to fulfil this MoC to the satisfaction of both.

The Parties agree that any dispute between them as to the intent or meaning of the provisions of this MoC or the rights or obligations of any Party shall if unable to be resolved first by senior administrations of both institutions, then be referred to independent mediation conducted by a mutually acceptable mediator who shall assist the Parties to reach an agreed-upon resolution of the issue in dispute.



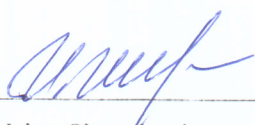
Being in agreement with the above clauses, and for the record, the Legal Representatives sign this Memorandum of Collaboration in two (2) originals of equal form, one for each party, effective from the later of the two dates of signature.

Date: 12/04/2018

Date: 27/04/2018

Signed:

Signed:



Mrs. Irina Shevchenko

President of the Ukrainian Library  
Association



Mrs. Sorina Stanca

President of The National Association of  
Public Librarians and Libraries in  
Romania

Official Stamp:

Official Stamp:

