

CO-OPERATION AGREEMENT

“The Board of Regents of the Nevada System of Higher Education on the behalf of the University of Nevada, Reno, and the College of Science”, and the “University of Petroșani”, Romania, duly represented by its Rector Prof. Sorin Mihai RADU, express their desire to establish academic and scientific relations. Both parties agree to sign this Agreement for co-operation and exchange in the fields of research under the following conditions:

ARTICLE 1

The College of Science of the University of Nevada, Reno and the University of Petroșani agree to collaborate and exchange experiences in research and educational initiatives, sharing knowledge and experience among the professors, faculty staff, administrative officers, and carrying out mutual research projects.

ARTICLE 2

Both parties will promote institutional and faculty exchange efforts using feasible means, based on established collaboration protocols.

ARTICLE 3

Both institutions, on mutual Agreement, will seek sources to finance educational initiatives, research, and student exchange programs, which would be executed under this Agreement. These financial sources would preferably be international, national, public or private.

ARTICLE 4

This Agreement does not entail financial obligations for any of the Universities.

ARTICLE 5

In order to achieve the objectives foreseen within this Agreement, the detailed plan of co-operation will be incorporated into this Agreement through an addendum to the Agreement, which will be duly executed by both parties.

ARTICLE 6

Both parties will exchange publications, scientific and technical materials, as well as scientific journals published by the Universities where appropriate.

ARTICLE 7

- 1) This Agreement shall run for 10 years from the date of signature, however the Parties shall review progress results and the possibility of renewal of this Agreement no later than three months before its expiration date. If at that time it is decided to renew this Agreement, this shall be the subject of a formal amendment to this Agreement.
- 2) This Agreement enters into force upon being signed by the two co-operating Universities.

- 3) Cancellation of the Agreement can be initiated by any of the Universities through a written notice of termination given to the other partner. Otherwise, the present Agreement would expire 10 years from the date of signing.

ARTICLE 8

In the event of one Party making available to the other Party (the "Receiving Party"), confidential written information related to its business, scientific or other activities which is identified as either "Confidential Information" or "Proprietary", with an appropriate legend, marking, stamp, or other obvious written identification ("Confidential Information"), the Receiving Party shall maintain the secrecy of such Confidential Information and shall not disclose it to third parties or members of its staff or students outside the team working on the collaboration without the prior written consent of the party disclosing it. Neither party shall include any of the other Party's Confidential Information in the published results of the collaboration without the prior written consent of the other Party. Each Party shall ensure that any of its employees and students involved or engaged in the collaboration shall maintain the secrecy of the other Party's Confidential Information, and if either Party intends to use the services of sub-contractors, consultants or other third parties to work on, advise on the collaboration, that Party shall first ensure that such sub-contractors, consultants or other third-parties sign legally binding non-disclosure Agreements to abide by the same conditions of confidentiality as are set out in this Agreement. These conditions shall not apply to information which can be demonstrated to have lawfully entered the public domain through no breach of this Agreement. Notwithstanding the foregoing, the University of Petrosani acknowledges that the University is a governmental entity and thus subject to the Nevada Public Records Act, NRS 239.0015 to NRS 239.330. The obligations set forth in this Agreement are subject to the University's obligations to comply with the State of Nevada Public Records Act.

ARTICLE 9

The present Agreement has been drawn up in two original copies (in English), all of them being authentic, and will come to force after the authorities of both Universities have assented to it.

Reno, Nevada.....
date July 20, 2017

Petroșani, Romania.....
date 17.08.2017

For:
The Board of Regents of the Nevada
System of Higher Education on behalf of
the University of Nevada, Reno

For:
The University of Petroșani

President: Dr. Marc Johnson

Rector: Prof. Radu Sorin Mihai

Acting Chancellor: Dr. Jane Nichols

[Stamp]

[Stamp]



UNR GENERAL COUNSEL'S OFFICE CONTRACT (PRELIMINARY) REVIEW SHEET

RECEIVED

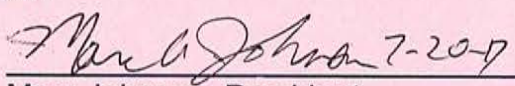
<input type="checkbox"/> Contract Officer Review	<input type="checkbox"/> Interagency
<input type="checkbox"/> \$1,000,000+	<input type="checkbox"/> Sale/Lease NSHE/UNR Property
<input type="checkbox"/> Five Years+ or Open-ended/Indefinite Period of Time	<input type="checkbox"/> Attorney Contract (for Chief Counsel Approval)
<input checked="" type="checkbox"/> Foreign Contract	<input type="checkbox"/> Other:

JUL 18 2017

University of Nevada, Reno
Campus Property

TITLE OF CONTRACT:	Collaboration Agreement between the "Board of Regents of the Nevada System of Higher Education on the behalf of the University of Nevada, Reno, and the College of Science" and the "University of Petrosani", Romania.	
CONTACT PERSON: (Email/Phone)	Name/Email: Karoly (Charles) Kocsis E-mail: kkocsis@unr.edu	Phone: 784-6989
REQUIRES BOR APPROVAL:	<input type="checkbox"/> Yes <input type="checkbox"/> No	
COUNSEL – Please review, initial and date	Initials: <i>MB</i>	Date: 07/18/2017 <i>7.20.17</i>

RECOMMENDED TO CHANCELLOR BY PRESIDENT:



 Marc Johnson, President Date

SUMMARY OF CONTRACT:

"The Board of Regents of the Nevada System of Higher Education on the behalf of the University of Nevada, Reno, and the College of Science", and the "University of Petroşani", Romania, express their desire to establish academic and scientific relations. The Mining and Metallurgical Engineering Department of the University of Nevada, Reno, and the University of Petrosani, Romania agree to collaborate in research and teaching in the fields of mining engineering, mineral processing, safety and health and novel land reclamation methods.

REASON FOR CHANCELLOR SIGNATURE (if required):

RETURN TO:

**CHANCELLOR'S OFFICE
INSTITUTION CONTRACT ROUTING SHEET
(Print on Yellow Paper)**

 \$1,000,000+ (please describe on page 2 the bid or selection process or give an explanation, if there was no such process)

 yes Five Years+ or Open-Ended/Indefinite Period of Time (Please explain on page 2 why a long-term contract is beneficial)

 Sale/Lease/ Purchase/Easements NSHE Property

 Attorney Contract (for Chief Counsel Approval)

 Substantive Contract Modification, or Value Greater than 10%, where Original was Approved by the Chancellor

 Other - Explain:

INSTITUTION:	Brief description of the contract:
University of Petrosani, Romania	"The Board of Regents of the Nevada System of Higher Education on the behalf of the University of Nevada, Reno, and the College of Science", and the "University of Petroşani", Romania, express their desire to establish academic and scientific relations. The Mining and Metallurgical Engineering Department of the University of Nevada, Reno, and the University of Petrosani, Romania agree to collaborate in research and teaching in the fields of mining engineering, mineral processing, safety and health, and novel land reclamation methods.
	Submitted by (person to contact with questions and telephone/email):
	Karoly (Charles) Kocsis, Associate Professor, Mining and Metallurgical Engineering Department, Phone: 775-784-6989, E-mail: kkocsis@unr.edu

	Initials:	Date:
INSTITUTION/RECOMMENDING PARTY:		
GENERAL / SYSTEM COUNSEL (INITIAL AND DATE): (IF APPROVED REQUIREMENTS IN THE PROCEDURES AND GUIDELINES MANUAL HAVE BEEN MODIFIED, PLEASE PROVIDE AN EXPLANATION ON PAGE 2.)	MB	7.20.17
SYSTEM COUNSEL / DIRECTOR OF REAL ESTATE PLANNING: (REAL PROPERTY TRANSACTIONS)		
DATE IN TO NSHE LEGAL:	Dew	7-20-17
VICE CHANCELLOR FOR LEGAL AFFAIRS:	negv/dew	7-31-17
CHANCELLOR (OR DELEGATE FOR SIGNATURE AUTHORITY):	JW	7-31-17
BOARD (DATE OF BOARD ACTION):		
CHAIR OF THE BOARD OF REGENTS:		
DATE RETURNED BY NSHE LEGAL TO SUBMITTING PARTY:	Dew	7-31-17

RETURNED TO: *Cathy Bandoni*

Please provide a fully executed copy to Dani Williams via email when all signatures have been obtained.

Describe the bid or selection process for the contract or an explanation why there was no such process.

For contracts over 5 years or with an open ended/indefinite time period, please explain why a long-term contract is beneficial.

The Agreement will run for 10 years, from the date of signatures, to allow the Mining and Metallurgical Engineering Department of the University of Nevada, Reno to establish a robust and continuous collaboration in teaching and research with the University of Petrosani, Romania. This long-term agreement will allow both institutions to collaborate and work on long-term research projects such as novel mine land reclamation programs based on community input, a new and innovative method of land reclamation, which is restoring the land and the abandoned mines into exciting tourist attractions. For example, the Salina Turda salt mines in Romania, are one of the first abandoned underground mines to be converted into tourist attractions. The site, which descends 400 feet below surface was first opened in 1992, and has become a wonderland for visitors across the globe. Both parties shall review progress results and the possibility of renewal of this Agreement 3 months before its expiration date.

If any requirements in the Procedures and Guidelines Manual were modified, please specify and provide an explanation.

Please identify the amount of the contract (on an annual basis and for the term) and the source of funds for this contract.