

AGREEMENT  
BETWEEN  
THE GOVERNMENT OF THE UNITED STATES OF AMERICA  
AND  
THE GOVERNMENT OF ROMANIA  
CONCERNING  
EDUCATIONAL AND SCHOLARLY EXCHANGES ADMINISTERED BY  
THE ROMANIAN-U.S. FULBRIGHT COMMISSION

The Government of the United States of America and the Government of Romania  
(hereinafter referred to as the Parties);

Desiring to promote mutual understanding between the peoples of the United States of  
America and of Romania by a wider exchange of knowledge and professional talents through  
educational activities;

Recognizing that a large number and variety of such activities have been carried out in  
keeping with the provisions of the Agreement Between the Government of the United  
States of America and the Government of Romania for the Establishment of an Office for U.S.  
Romanian Educational and Scholarly Exchanges of July 30, 1992, as extended; and

Considering the mutual benefits derived from such activities, as well as the desire of both  
Governments to cooperate and further assist in the financing and management of such activities  
for the strengthening of international cooperation;

Have agreed as follows:

## ARTICLE I

A. The Office for U.S.-Romanian Educational and Scholarly Exchanges (hereinafter referred to as "the Office"), established through the Agreement Between the Government of the United States of America and the Government of Romania for the Establishment of an Office for U.S.-Romanian Educational and Scholarly Exchanges that was signed on July 30, 1992, and extended via subsequent exchanges of diplomatic notes, shall hereafter be known as the Romanian-U.S. Fulbright Commission (hereinafter referred to as "the Commission"). The Commission shall be recognized by both Parties as a binational, non-profit organization whose purpose shall continue to be to facilitate the administration and coordination of educational exchange programs funded by both Governments, according to the provisions of this Agreement. All funds and property of the Office established through the 1992 Agreement shall become the property of the Commission.

B. The purpose of the Commission shall be to support studies, research, instruction and other educational activities of or for citizens and nationals of the United States of America in Romania and of or for citizens of Romania in the United States of America, as well as visits and exchanges between the United States of America and Romania of students, trainees, scholars, teachers, instructors, professors, artists and professionals.

C. The Commission shall support such other related educational, cultural and scientific activities as are consistent with the purposes of this Agreement and contribute to strengthening bilateral cooperation.

## ARTICLE II

A. The Commission shall be governed by a Board (hereinafter referred to as "the Board") consisting of ten members, five of whom shall be citizens of the United States of America and five of whom shall be citizens of Romania. The Chief of the Diplomatic Mission of the United States of America to Romania and the Romanian Minister of Foreign Affairs shall serve jointly as Honorary Co-Chairs of the Board.

B. The Commission Board shall include the members of the Office Board set up within the framework of the 1992 Agreement, who shall serve for the remainder of their unexpired terms.

C. The Chief of the Diplomatic Mission of the United States of America to Romania shall have the power to appoint and remove the United States citizens on the Board, two of whom shall be officers of the United States Foreign Service in Romania. The Romanian Minister of Foreign Affairs shall have the power of appointment and removal of the Romanian citizens on the Board, two of whom shall be officers of the Romanian Government. The remaining members of the Board shall represent the academic and research community, professional and non-governmental organizations, and the business community in the two countries.

D. A Chair with voting power shall be elected by the Board from among its members for a term of two years. The position of Chair shall be assumed alternately by an American and a Romanian member of the Board.

E. The Board members shall serve from the time of their appointment until December 31 of the following year and shall be eligible for reappointment. At the conclusion of two consecutive terms of service on the Board, the members shall be eligible for reappointment only after a one-year interval, with the exception of the American and Romanian governmental members, who shall not be subject to such reappointment restrictions. Vacancies by reason of expiration of service, transfer of residence outside Romania, resignation, or otherwise, shall be filled in accordance with the appointment procedure set forth in this Article. The members shall serve without compensation, but the Board may authorize the payment of their necessary expenses for attending meetings of the Board and performing other official duties assigned by the Board.

F. Each member of the Board shall have one vote. The decisions of the Board shall be made by a majority of the votes cast. The Chair shall cast a second and deciding vote in the event of a tie vote by the Board. A quorum for a meeting shall be six members, at least three from each Party.

G. A Treasurer and Alternate Treasurer shall be appointed from among the Board members and shall be responsible for the oversight of the financial resources of the Commission. The Treasurer shall be an American until such time as parity of Government contributions is achieved, while the Alternate Treasurer shall be a Romanian.

H. The Board shall adopt such by-laws and appoint such committees, as it shall deem necessary.

I. The Board shall appoint an Executive Director or Manager, who shall manage the Commission's activities. The Executive Director shall hire such administrative and clerical staff as may be necessary.

J. Following the recommendation of the Executive Director, the Board shall review and fix periodically the levels of staff and staff salaries.

### ARTICLE III

Under the direction of the Board, the Commission shall, subject to the provisions of this Agreement, exercise those powers necessary to realize this Agreement's purposes, including the following:

1. Plan, adopt and carry out educational exchange programs in accordance with this Agreement and on the basis of the interests and needs of both Parties;

2. Develop each year a comprehensive proposal detailing the scope of the programs for the following fiscal year, the academic areas of concentration, the types of grants, and similar general guidelines, for approval by the respective Parties;

3. Direct the preparation each year of announcements and application instructions for a national, open, merit-based competition in Romania, setting forth the details of the programs for that particular year, including procedures for the distribution of applications and their submission to the Commission;

4. Institute a system for assessing the academic merits of the applications received from the Romanian candidates and recommend to the J. William Fulbright Foreign Scholarship Board of the United States of America students, trainees, scholars, teachers, instructors, professors, artists and professionals who are citizens of Romania and are associated with academic institutions or professional organizations in Romania, for participation in particular programs;

5. Review the nominations of the American candidates, who are citizens and nationals of the United States of America, for awards for study, research, instruction and other educational activities in Romania, and transmit to the appropriate universities and other institutions in Romania such nominations, made on the basis of a national, open, merit-based

competition in the United States of America organized by competent agencies authorized for this purpose;

6. Recommend to the J. William Fulbright Foreign Scholarship Board and the responsible agencies and organizations in Romania such qualifications and conditions for the selection of program participants as it may deem necessary for achieving the purposes and objectives of this Agreement;

7. Within the limits of the budget of the Commission, initiate and develop other activities in order to promote the purposes of this Agreement, including advising citizens of Romania about educational opportunities and financial assistance in the United States of America, and American citizens concerning opportunities for study and financial assistance in Romania;

8. Prepare annual program reports on Commission activities and submit quarterly financial statements to the American Party, represented by the U.S. Department of State and to the Romanian Party, represented by the Romanian Ministry of Foreign Affairs. The reports shall meet the requirements of the two Parties in terms of content and form;

9. Subject to the conditions and limitations set forth herein, authorize the disbursement of funds and the making of grants for the authorized purposes of this Agreement, including travel expenses, tuition, accommodations; and

10. Engage in an active fundraising program in order to attract and accept contributions for use in carrying out the purposes of this Agreement. Such contributions shall not affect the joint and co-operative nature of the Commission and its activities. Members of the Commission shall abide by the laws of the Parties with regard to their participation in the solicitation and acceptance of donations. Fundraising activities shall be conducted in accordance with relevant guidelines issued by the J. William Fulbright Foreign Scholarship Board.

#### ARTICLE IV

The Commission shall ensure that the programs described in this Agreement are publicized and announced in a proper and timely manner. The appropriate governmental bodies and academic institutions in Romania shall support the Commission in this effort. Such governmental bodies and academic institutions shall take all other appropriate measures, such as timely placement

of American scholars in Romania, necessary for a successful exchange program. The J. William Fulbright Foreign Scholarship Board and the organizations designated by it shall publicize the programs described in this Agreement and assist in placing grantees from Romania within the United States of America.

#### ARTICLE V

A. Subject to Article IX, the Parties agree to make an annual allocation of funds or in-kind contributions to the Commission for the purposes of this Agreement. The Parties agree to strive for parity in their respective financial and in-kind contributions to the Commission. With the Parties' concurrence, indicated through an exchange of diplomatic notes, the Commission may use financial and in-kind contributions for Fulbright activities in addition to those enumerated in Article V B, below.

B. The financial terms and conditions of the Fulbright educational exchange program shall be as follows:

1. Funds supplied to the Commission by the American Party may be used for the following purposes:

a) Round-trip international transportation by air for the American grantees from the United States of America to Bucharest;

b) Stipends for the American grantees, based on standard grant benefits structures issued by the American Party;

c) Internal round-trip transportation for the Romanian grantees between their port of entry in the United States of America and their host institutions;

d) A monthly stipend for the Romanian grantees that shall reflect their academic status and shall meet their living expenses, including the cost of adequate accommodations in the United States of America;

e) In-country travel and accommodations for the Romanian grantees, for Commission-approved trips related to the development of their projects, as funds permit; and

f) Commission staff salaries, as well as appropriate communications equipment necessary for the successful operation of the Commission (e.g., telephones, telefacsimile machines, photocopy machines, computers, printers, and appropriate software).

2. Funds supplied to the Commission by the Romanian Party may be used for the following purposes:

a) Commission premises in a suitable building located in downtown Bucharest and all associated costs of maintenance, repairs, communications, office supplies, furniture and other capital investment expenses as specified in the annual Commission budget approved by the Romanian Government;

b) Round-trip international transportation by air for the Romanian grantees from Bucharest to the port of entry in the United States of America nearest to their host institutions;

c) Suitable housing for the American grantees, either in apartments belonging to Romanian host institutions, or in rented apartments whose rent and maintenance shall be covered by the Romanian Party;

d) A monthly stipend for the American grantees that shall reflect their academic status and meet the costs of living in Romania. Senior grantees will receive a stipend equivalent to that of Romanian university professors, while junior grantees and teacher exchangees will receive a stipend equivalent to that of Romanian university lecturers;

e) Internal round-trip transportation for the American grantees between Bucharest and their host institutions, including costs of accommodations, as necessary;

f) In-country travel and accommodations for the American grantees, for Commission-approved trips related to the development of their projects, as funds permit; and

g) Expenses related to seminars and conferences organized by the Commission to advertise and promote the Fulbright program in Romania.

C. All commitments, obligations and expenditures authorized by the Board shall be made in accordance with the annual budget approved by both Parties.

D. Audits shall be conducted on a yearly basis by specialized companies or by auditors agreed upon by each Party. If requested by the Parties, the Commission shall permit further audits conducted by the representatives of one or both Governments.

E. In the budgeting and accounting of funds and in the financial and program reporting to the American Party, the Commission shall follow the Manual for Binational Commissions and Foundations as adopted by the U.S. Department of State.

#### ARTICLE VI

An Educational Advising Center shall operate within the Commission. This Center will provide advice to Romanian citizens interested in academic opportunities in the United States, as well as information to American citizens interested in educational opportunities in Romania.

#### ARTICLE VII

The Commission shall be located in Bucharest, but meetings of the Board and any of its committees may be held in other places in Romania, as the Board determines.

#### ARTICLE VIII

The Government of the United States of America and the Government of Romania shall make every effort to facilitate the programs authorized by this Agreement and to resolve any problems that may arise in the operations thereof. Although the Romanian Ministry of Foreign Affairs has primary responsibility in Romania for the exchanges provided for in this Agreement, contacts and cooperation with other Romanian ministries and organizations are encouraged, so that a broad spectrum of both Romanian and American societies may participate in these programs.

## ARTICLE IX

The activities under this Agreement shall be carried out in accordance with the laws and regulations of each country, including those concerning the availability of funds.

## ARTICLE X

A. This Agreement shall enter into force thirty (30) days after the Parties shall notify each other, through diplomatic channels, that all requirements for its entry into force have been fulfilled. This Agreement shall remain in force for ten (10) years and shall be extended for another ten-year period unless either Party gives at least six months' prior written notice to the other Party of its intention to terminate the Agreement.

B. Amendments to this Agreement shall be subject to the same procedure of approval as the Agreement itself.

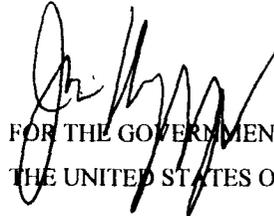
C. Either Party may give written notice to the other, at any time, of its intention to terminate this Agreement. Such notice shall be effective after the end of the next full academic year in the United States of America and Romania following the date of such notice.

D. In the event of termination of this Agreement, all funds and property of the Commission shall become the property of the Government of the United States of America and the Government of Romania, subject to such conditions, limitations and liabilities as may have been imposed thereon prior to termination, and shall be divided between them in proportion to their respective contributions to the Commission.

E. The Agreement between the Government of the United States of America and the Government of Romania for the Establishment of an Office for U.S.-Romanian Educational and Scholarly Exchanges of July 30, 1992, as extended, is hereby superseded on the date this Agreement enters into force.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed the present Agreement.

DONE at Bucharest, in duplicate, this twenty sixth day of October, 2000, in the English and Romanian languages, each text being equally authentic.

  
FOR THE GOVERNMENT OF  
THE UNITED STATES OF AMERICA:

  
FOR THE GOVERNMENT OF  
ROMANIA