

Centru de cercetare și documentare în domeniul integrării imigranților

Programul general: „Solidaritatea și gestionarea fluxurilor migratorii” al Comunității Europene
Fondul European de Integrare a resortisanților țărilor terțe – Programul anual 2012

Proiect: Centru de cercetare și documentare în domeniul integrării imigranților

Contract nr. ref: IF/11.01-03.01/2012

Beneficiar: Asociația Română pentru Promovarea Sănătății



PARTNERSHIP AGREEMENT

Parties:

The Romanian Association for Health Promotion (ARPS), as initiator of the Network of Organizations and Researchers in the field of immigrant integration, with registered headquarter at 61 Buzesti Street, Bl.A6, entrance A, Floor 11, Ap.71, sector 1, Bucharest, fiscal code 13684229, and address on 43 Stefan Velicu Street, no. 43, sector 2, Bucharest, represented by Mrs. Mădălina - Elena Argăseală, Executive Director, hereinafter referred to as ARPS,

and

....., with the registered head quarter at,
phone:, fax:..... represented by, as,
hereinafter referred to as the PARTNER.

In order to establish and develop the network of researchers and organizations in the project Research and Information Center on Immigrant Integration, the parties adopt and undertake to comply with this agreement that shall become effective as of the date of its signing.

Art. 1. BASIC PRINCIPLES:

- The relationship between the parties is underpinned by partnership, mutual respect and good faith as guiding values in the pursuit of common interests.

Art. 2. OBJECTIVE:

The aim of this agreement is to engage the parties in order to achieve objectives of the Network of Organizations and Researchers on Immigrant Integration, namely:

- Understanding the process of migration and integration of immigrants from a multidisciplinary perspective by involving and consulting the network members (institutions, organizations, independent researchers) and the use of the resources of the Research and Information Center on Immigrants' Integration (CDCDI).
- Identifying solutions to practical problems, through application of the scientific methodology and collaboration between network members, and drafting recommendations to policy makers.
- Identifying and promoting in Romania the best ways to implement the policies and practices adopted at EU level.

- Disseminating in the network the results of the studies conducted in the field, and also the good practices identified at national and international levels.
- Information and experience exchange between network members in the immigrant integration field.
- Stimulating public debate on immigration and integration of immigrants.
- Developing joint professional trainings for network members.
- Developing partnerships between network members in order to write and implement projects on immigration and immigrant integration.

Art. 3. MUTUAL ACTIONS:

- Regular contact and sharing information between the parties;
- Exchange of publications;
- Participation in scientific events and/ or events organized by the partner;
- Access to the database of information materials held by the parties;
- Supporting the activities conducted by ARPS in achieving the objectives of the Network of Organizations and Researchers on Immigrant Integration.

Art. 4. DURATION:

The herein agreement becomes effective as of the date of its signing for a period of 1 year, with automatic renewal unless a prior written notice is given by either party.

Art. 5. THE PARTICIPATION OF THE PARTIES IN CONDUCTING THE PROJECT – RIGHTS AND OBLIGATIONS

(1) The two Parties agree to make available the human and material resources needed to implement the herein Agreement.

(2) Each Party agrees to provide to the other Party the information and the data needed for the smooth implementation of the Agreement.

Art. 6. RIGHTS AND OBLIGATIONS OF ARPS:

(1) ARPS has the following rights:

- to use the information and the resources offered by the partner in order to develop the network and the CDCDI, by quoting the source and the partner's contribution;

(2) ARPS has the following obligations:

- to ensure access to the resources offered by CDCDI - library, communication platform, current studies on the situation in the EU and Romania etc., according to its own procedures;
- to facilitate the communication with the other members of the network;
- to identify opportunities to developing projects in partnership with network members;
- to give a fair, ethical and non-discriminatory treatment to its partners, collaborating institutions and target audience;
- to disseminate and promote the results achieved.

Art. 7. RIGHTS AND OBLIGATIONS OF THE PARTNER

(1) The Partner has the following rights:

- to benefit of free resources provided by CDCDI;
- to use the information provided by CDCDI and publish them on its website, quoting the source;
- to provide academic works, studies and articles for the online library, that match the selection criteria and area of interest of CDCDI.

(2) The partner has the following obligations:

- to properly use the resources provided by CDCDI;
- to provide data, statistics, studies of public interest in the specialization field and/or articles, academic works that are to be used with the specification of the source in the research conducted by CDCDI;
- to host on its website a link to the website of the Center;
- to recommend organizations and institutions that can support the objectives of the network;
- to give a fair, ethical and non-discriminatory treatment to its partners, collaborating institutions and target audience.

Art. 8. PROTOCOL PERFORMANCE

The Parties can meet whenever it may be needed in order to ensure the good performance of the Agreement, and may designate representatives to do so.

Art. 9. COLLABORATION WITHIN THE PROTOCOL

In order to achieve the objectives of the network, the partners shall establish together the working strategies, shall ask for and provide mutual support, shall help and promote one another during various public events.

Art. 10. LIABILITY OF THE PARTIES

(1) Should either party fail to fulfill any of its obligations/ fulfills them inappropriately and this leads to the impossibility of achieving the objective of the herein protocol, this represents a prejudice to the other Party;

(2) That Party that did not fulfill its obligations/ fulfilled them inappropriately is to take responsibility for the fully repair of the prejudice suffered by the other Party.

Art. 11. FORCE MAJEURE

Force majeure, as defined by law, protects the invoking party against any liability.

Art. 12. LITIGATIONS

All disputes, controversies or differences which may arise between the Parties, out of or in relation to or in connection with this Agreement shall be finally settled amicably. If this is not possible, the dispute shall be settled by the competent courts.

Art. 13. TERMINATION OF THE AGREEMENT

Either Party may terminate this Agreement with or without cause by:



1. giving the other Party thirty (30) days prior written notice of its intention to do so;
2. written agreement of the Parties;
3. if the obligations agreed upon are not fulfilled.

Art. 14. FINAL DISPOSITIONS

- (1) Any addition to this partnership agreement is to be amended by both Parties, by addendum.
- (2) Meetings between the Parties shall be held at the RDCI office or at the partner organization.
- (3) This agreement was signed in two copies, one for each Party, as of today,

ARPS

Mrs. MĂDĂLINA ELENA ARGĂSEALĂ

Executive Director

