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**UNIVERSITATEA TEHNICĂ**  
 DIN CLUJ-NAPOCA

**Facultatea de Constructii**
**DEPARTAMENTUL MECANICA CONSTRUCTIILOR**

Nr. 15/ 10.06.2019

BCA, 11.06.2019

Catre Conducerea Universitatii Tehnice



Prin prezenta va supunem spre analiza si aprobare acordul bilateral cu privire la ~~denunțarea~~ *programului de dubla diploma* intre Universitatea Tehnica din Cluj-Napoca, Facultatea de Constructii, Departamentul Mecanica Constructiilor si Universitatea din Bergamo (Italia), Departamentul de Inginerie si Stiinte Aplicate, prin intermediul programelor de studii masterale *Inginerie Structurala (IS)* respectiv *Laurea Magistrale in Ingegneria delle Costruzioni Edili (LM-24)* programe de studii derulate in cadrul departamentelor mentionate mai sus. Cele doua planuri de invatamant ce definesc programele de studii mai sus mentionate au fost compatibilizate respectand toate cerintele si criteriile impuse de agentiile de asigurare a calitatii din cele doua tari (Italia respectiv Romania), in cazul programului *Inginerie Structurala* fiind indeplinite toate conditiile ARACIS. Mentionam de asemenea faptul ca planul de invatamant din cadrul masterului IS intruneste toate criteriile impuse de catre Departamentul de Asigurare a Calitatii din cadrul Universitatii Tehnice din Cluj-Napoca, fiind vizat de asemenea in Consiliul Facultatii de Constructii din cadrul UTCN.

Atasat va prezentam propunerea de acord cadru inaintata de parte italiana pentru consultare si evidentierea eventualelor observatii din partea UTCN (vezi **Anexa 1**). Sunt de mentionat urmatoarele aspecte:

1. Programul de studiu se va desfasura incepand cu anul universitar 2019-2020 iar limbile de predare fiind *limba romana* pentru studentii care vor alege sa-si dezvolte studiile in cadrul UTCN respective *limba italiana* in cazul studentilor care vor opta pentru studii in cadrul universitatii din Bergamo (UNIBG). *Limba Engleza poate fi de asemenea utilizata* pentru anumite cursuri specifice care vor putea fi selectate pe parcursul derularii programului de studiu.
2. Prezentul program de studiu se incadreaza in acordul cadru general de cooperare intre cele doua universitati care se afla in derulare la momentul de fata si pe care il prezentam in **Anexa 2**.
3. Numarul minim de credite necesar acordarii dublei diplome fiind de 60 de credite obtinute la una dintre cele doua universitati partenere, echivalentul unui an univerversitar. Din acest motiv s-a avut in vedere o corespondenta a disciplinelor grupate pe cei doi ani de studiu.

4. Nu sunt percepute taxe pentru studentii inregistrati la institutia gazda.
5. Admiterea studentilor se va face conform regulamentelor in vigoare la cele doua universitati. Pentru studentii inregistrati la UTCN conform regulamentelor UTCN respective pentru studentii inregistrati la UNIBG conform regulamentelor UNIBG.
6. Examenele vor fi sustinute conform regulilor asumate de catre fiecare institutie in parte, existand de asemenea o tabela de conversii intre cele doua sisteme de notare.
7. In principiu, teza de dizertatie va fi sustinuta prima data la institutia gazda si apoi la cea de-a doua institutie. Licenta va fi acordata de fiecare universitate in parte dupa discutarea tezelor la cele doua universitati.

Credem ca un astfel de demers si realizarea unui astfel de program de studiu la nivel de master are efecte benefice nu doar sub aspectul atragerii studentilor care aleg sa-si desfasoare studiile in alte tari (odata cu obtinerea licentei dupa cei patru ani de studiu), parasind astfel de timpuriu sistemul nostru de invatamant ci si sub aspectul cresterii nivelului de specializare si de rigurozitate a cadrelor didactice implicate in acest program de studiu cu efecte extrem de benefice asupra programele de cercetare derulate in cadrul facultatii de constructii (UTCN), acest program de studio masteral reprezentand un cadru important de derulare a unor viitoare programe de cercetare comune (UTCN-UNIBG).

Cu aleasa consideratie,

Director departament MECON  
(Responsabil stiintific al programului de studio)

Prof. Cosmin Chioorean



Avizat

Decan Facultatea de Constructii

Conf.dr.ing. Chira Nicolae





UNIVERSITÀ  
DEGLI STUDI  
DI BERGAMO

**Cooperation Agreement  
CONCERNING DOUBLE MASTER'S DEGREE PROGRAMMES  
between  
TECHNICAL UNIVERSITY OF CLUJ-NAPOCA, Romania  
and  
UNIVERSITY OF BERGAMO, Italy**

Of the one part, Universitatea Tehnica din Cluj-Napoca (TUCN), having its legal address at St. Memorandumului 28, 400114 Cluj-Napoca, Romania, with fiscal identification number 4288306 VAT reg no RO 22736939 and represented herein by its rector, Prof. Dr. Ing. Vasile Topa..

Of the other part, University of Bergamo (UNIBG), having its legal address at Via Salvecchio 19, 24129, Bergamo, Italy, represented herein by its rector, Prof. Remo Morzenti Pellegrini, appointed by the Minister of Education, University and Research through Decree n. 756/2015 of 30/09/2015.

Hereinafter referred to as parties to this academic Agreement, hereby agree as follows:

**Article 1 -Aim of the Agreement**

This Agreement defines the requirements and obligations of TUCN and UNIBG in establishing a Double Master's Degree Programme regarding students enrolled in the master's degree in Domeniu INGINERIE CIVILA SI INSTALATII, (*Master in Inginerie Structurala*) which is taught at the Facultatea de Constructii, UNIVERSITATEA TEHNICA CLUJ-NAPOCA (henceforth "TUCN") and students enrolled in the Laurea Magistrale in Ingegneria delle Costruzioni Edili (LM-24), which is taught at Scuola di Ingegneria, Dipartimento di Ingegneria e Scienze Applicate, UNIVERSITÀ DEGLI STUDI DI BERGAMO (henceforth "UNIBG"), Dalmine campus.

The Programme, developed and organised jointly by the two parties, leads to two recognised Master's degree certificates, one from the student's home institution and one from the host institution.

As a main characteristic cultural feature of the agreement, the Programme is mainly drawn in the associated hosting languages, namely Romanian and Italian.

The present Programme is framed within a wider general Cooperation Agreement previously signed and currently on-going between the two university institutions.

**Article 2 -Scope of the Agreement and definitions**

This Agreement concerns the implementation of a Master's Degree Programme. The contents and the curriculum of the Programme are specified in separate documents attached as appendices to



this Agreement. These appendices are signed by the Deans or the equivalent representatives responsible at School level for the contents of the Programme, and shall be issued for each Programme.

This Agreement specifies the rights and responsibilities of both parties, and the terms under which students from TUCN and from UNIBG may be granted, upon successful fulfilment of the Programme and of all requirements for graduation at each institution, the academic degrees and diplomas of comparable academic levels from both institutions.

Both parties agree to the following general forms of cooperation and general requirements for all the students participating under this Agreement.

The term 'Master's programme' refers to the parties' programmes at Master's level, leading to the corresponding degree issued by each party for that programme.

### **Article 3 - Extent of the Programme**

This Double Master's Degree Programme is a two-year programme (120 ECTS credits) at Master's level leading to two degree certificates, one from each institution. The students study at both institutions according to the curriculum and mobility plan defined in the appendices. The languages of instruction of the double Master's Degree Programme are mainly Romanian and Italian. English may apply to selected courses and activities.

The parties review the Programme's curriculum annually and make the necessary changes. Number of students participating in the Programme, application procedure, including application deadlines and selection criteria shall be negotiated and determined by the parties on a yearly basis.

### **Article 4 - Student Admission**

The admission of students to the Programme will be conducted in accordance with the following principles:

- Students must meet the admission criteria of the Master's programmes of both institutions.
- Students are selected and admitted to the Programme based on their academic results, prerequisite requirements, motivation and language skills. The selection is carried out in collaboration between the two institutions.
- Students shall have a home institution and a host institution defined.
- No tuition fees are required at the host institution for students participating in the Programme, except for the Master degree awarding fees, at the end of the programme, as required by both Universities.

### **Article 5 - Rights and Status of the Students**

Students participating under this Agreement shall be enrolled as master degree students. Students shall have the same rights and obligations as degree students in the respective institutions.

During the mobility, students will be responsible for covering the travel costs to the host country and living costs during their stay, including accommodation, books, equipment, consumables, language tuition prior to the commencement of coursework (where necessary), health and travel



insurance, student union fee (if applicable) and other personal expenses arising out of the exchange.

Students participating in the Programme will be entitled to participate in any introductory programme that may customarily be arranged for international students at the host institution, including concerning instruction on the local language.

#### **Article 6 - Rights and obligations of the parties**

The host institution will render assistance to the incoming students in finding appropriate accommodation.

In order to provide the students full exposure to all aspects of the European dimension, the participating institutions under this Agreement shall try to put in place mechanisms to ensure that the students are offered the possibility to take at least one local language and/or culture course during the study period at the host institution. Some of these activities will be part of the degree study plan and shall correspond to some specific credits (customarily 3 ECTS).

Both parties agree to take action to obtain possible financial support for this Programme from European, National or other financial resources.

#### **Article 7 - Study Plan and Course of Study**

Detailed conditions regarding the course of studies shall be specified in the appendices, as well as in the individual student agreements (learning agreements), signed by representatives of the respective schools and/or divisions of each institution.

Each student will propose an individual study plan made according to the agreed curriculum (appendix) for the total duration of the Programme. This study plan will be reviewed and, if needed, modified prior to final admission. A written study contract (learning agreement) must be established and signed by both institutions prior to arrival at the host institution. This contract may be revised at any time in written form with seal of approval from the academic representatives of the two institutions.

#### **Article 8 – Closing activities and Master Thesis**

The common total workload related to the closing activities and the Master's thesis is equivalent to 24 ECTS (see study plan in appendix). The subject of the master thesis must always receive an advance approval in writing from a faculty member of the host as well as the home institution. The master thesis is carried out under the supervision of faculty members of both institutions who are responsible for the arrangement of topic and subject area of the project. The master thesis shall fulfil the rules and regulations of both institutions. The master thesis results in a report written either in Romanian or Italian, or possibly in English.

In accordance with legislation in force, students must defend their master's thesis at both TUCN and at UNIBG. Normally, the thesis shall be defended first at the host institution and then at the returning institution.

#### **Article 9 - Control of results**

At the end of the academic year, the host institution shall send to the home institution a copy of each student's transcript in the host language and in English. The parties agree that exams/courses shall be graded and awarded credits according to the rules of the institution where the exam/course is carried out.



If a student does not earn all of the required credits at the host institution in four consecutive semesters (two years), he/she will be unlinked from the double master's degree program.

Grades will be converted according to the scheme reported in appendix.

#### **Article 10 - Delivery of the academic degrees**

Each institution grants the student credit transfer from the other institution according to the applicable rules, laws and regulations of that institution.

Students successfully completing their studies of the Master's Degree Programme obtain two degrees, one issued by the home institution and one issued by the host institution. In order to be awarded both master's degrees, students must meet the requirements needed for each title and no less than 60 ECTS in each institution.

The degree will be awarded by each institution after the discussion of the thesis has taken place at both Universities.

Admittance to the discussion is jointly authorized by TUCN and UNIBG supervisors of the thesis.

#### **Article 11 – Academic and administrative representatives**

Each institution will nominate an academic and an administrative representative for the Programme. These representatives will be responsible for following the Programme and for ensuring that measures are taken in accordance with this Agreement. The representatives will provide advisory and other academic and administrative services to students participating under this Agreement. Names and contact details of these representatives are in an appendix to this Agreement.

#### **Article 12 - Quality assurance**

Both parties will implement their local evaluation systems for courses and programmes. The feedback and future improvements will be treated at the annual meetings of the persons responsible for the Double Master's Degree Programme.

#### **Article 13: Use of Corporate Image**

In all cases in which, as a result of the agreements established herein and their application, the partners believe it is necessary to use the partner's logos, it must ask for the prior authorisation of the University, through the Communication and Promotion Service or similar, specifying the application in which they wish to use the logo (whether graphic or electronic or any other format) and for what they wish to use it.

The authorisation, which must always be in writing, shall specify the use(s) being authorised, as well as the period during which the authorisation shall remain valid, which must never be later than the period of validity of this agreement.

#### **Article 14 -Transparency**



In accordance with current legislation on transparency, public access to information and good governance, the partner universities will, in relation to this agreement, publish information on the signatories, object, term and obligations of the parties, including their financial obligations, as well as any amendments made.

#### **Article 15 - Terms of Agreement**

The signing of this agreement does not entail any financial obligation on the part of the parties.

This Agreement shall come into effect on the day of signature by both institutions and is valid for four academic years thereafter.

The agreement is subjected to approval of the master programs here mentioned by competent authorities.

Either institution may terminate this Agreement, provided that written notice of the intent is given at least six months prior to termination, provided that such termination will not affect the completion of any activity underway at the time.

It can be renewed by exchange of letters.

#### **Article 16 - Amendments or changes**

Amendments or changes to this Agreement shall be made in writing and signed by the duly authorised representatives of the institutions.

The parties agree to solve in a friendly manner any controversy rising from the interpretation of the present Agreement.

In case the controversy cannot be resolved, the claim will be submitted for arbitration; each party will appoint a member of the arbitration panel, and one member will be chosen by mutual consent.

This Agreement has been signed in two originals in English, of which each institution has taken one.

Prof. Vasile Topa

Rector

TECHNICAL UNIVERSITY OF CLUJ-NAPOCA

Place, date:

Cluj-Napoca, 12 June 2019



Prof. Remo Morzenti Pellegrini

Rector

UNIVERSITY OF BERGAMO

Place, date:



**Appendix A:**

**Double Degree Agreement between  
Facultatea de Constructii, TUCN  
and  
Scuola di Ingegneria, Dipartimento di Ingegneria e Scienze Applicate, UNIBG**

Duration: Academic Year 2019/2020 to 2023/2024

Degree programme at	Facultatea de Constructii
Degree awarded	Master of Science (2nd level Bologna Process) Master Inginerie Civila si instalatii
Language of instruction	Romanian
Entrance Admission criteria	To hold a Bachelor degree in Engineering. To be enrolled in the Master Inginerie Civila si instalatii. To hold an official English knowledge certificate of a level equal to or higher than B1.
Degree programme at	Scuola di Ingegneria, Dipartimento di Ingegneria e Scienze Applicate
Degree awarded	Master of Science (2nd level Bologna Process) Laurea magistrale in Ingegneria delle costruzioni edili (LM-24)
Language of instruction	Italian
Entrance Admission criteria	To hold a Bachelor Degree in Engineering with an adequate knowledge in basic courses (math, physics, chemistry), at least 36 credits in the following scientific sectors (CHIM/07, FIS/01, MAT/03, MAT/05, ICAR/17, ICAR/18) and 45 credits in the following characteristics sectors (ICAR/06, ICAR/07, ICAR/08, ICAR/09, ICAR/10, ICAR/11, ICAR/12, ICAR/14, ICAR/19, ICAR/20, ICAR/21, ING-IND/10, ING-IND/11, ING-IND/22, INGIND/31, ING-IND/35, ING-IND/33). To be enrolled in the Laurea magistrale in Ingegneria delle costruzioni edili. To hold an official English knowledge certificate of a level equal to or higher than B1.



## **Appendix B: Common Study Plan**

Students shall acquire at least 60 credits in each partner institution, within the join study plan sketched in the reported chart.



**Appendix C: Grade conversion**

<b>TUCN Grade</b>	<b>UNIBG Grade (/30)</b>
	18
	19
	20
	21
	22
	23
	24
	25
	26
	27
	28
	29
	30
	30 e lode









# **FRAMEWORK AGREEMENT FOR ACADEMIC EXCHANGE AND COOPERATION**

**BETWEEN**

**THE TECHNICAL UNIVERSITY of CLUJ-NAPOCA,  
28, Memorandumului Street, 400114, Cluj-Napoca,  
ROMANIA,**

**represented by Prof. Vasile Topa, Rector,  
hereinafter referred to as „TUCN”**

**AND**

**THE UNIVERSITY of BERGAMO,  
Via Salvecchio 19, I-24129 BERGAMO,  
ITALY,**

**represented by Prof. Remo Morzenti Pellegrini, Rector,  
hereinafter referred to as „UniBG”**

## **PREAMBLE**

TUCN and UniBG, recognizing the importance of educational, cultural and scientific cooperation between international universities, and sharing the same interest in promoting links that may lead to strong and fruitful relationships between both Universities, specifically in the areas of civil, building and industrial engineering, also in view of improving mutual cultural and language exchanges, fostering common high learning activities and scheduling joint degree programs, establish the following Framework Agreement for Academic Exchange and Cooperation.

## **ARTICLE 1 (Objectives)**

- 1.1 The main objective of this Agreement is to promote international scientific cooperation among the aforementioned Universities, in the domain of academic education, training and research.
- 1.2 The partner institutions will:
- foster mutual cultural and language exchanges from the countries of the two Universities, specifically by making use of their own languages and possibly by other third-party languages (e.g. English);
  - exchange useful information for the purpose of educational and research activities;
  - encourage development of shared educational and research projects;
  - organize visits and interchange programs involving students, academic and research staff;

Such objectives are purely carried out on a voluntary basis, serving this Agreement only to frame in general terms the growing relationships between both parties.

The financial conditions and implementation details for any particular instance within the Agreement will have to be defined in specific working programs, to be approved by the Rectors of both Universities or by their competent representatives.

## **ARTICLE 2 (Specific Actions)**

- 2.1 Both Universities may voluntarily exchange academic materials of a common interest, consisting of publications, curricular information and research reports. Neither institution is obliged to provide a specific or predetermined quantity of documents to the other.
- 2.2 Each University, whenever may find it appropriate, may invite representatives from the partner University to participate to conferences, colloquia, seminars, workshops and research programs and also promote common academic and educational programs and degrees.
- 2.3 Visits of academic staff may consist of:
- Short-term periods for general information exchange and knowledge transfer meetings;

- Long-term periods for joint research, supervision or participation in the teaching activity of the host University.

Long term visits will necessarily be subject to individual negotiation, taking into account the policies of each University and the availability of funding and involved facilities. For specific instances, an Annex to this agreement will be drawn up and duly signed by the concerned parties.

- 2.4 Enrolled students may be encouraged to participate in separate or common academic programs for regular and advanced programs, including for Bachelor, Master or Doctoral degrees, according to the procedures adopted by the Universities.
- 2.5 Each University agrees to appoint a Scientific Coordinator for the administration of this Agreement.
- 2.6 The Scientific Coordinator will serve as contact person, being responsible for arrangements regarding the mutual visits, ensuring the necessary approval and general welfare of the participant students and academic staff during the stay.
- 2.7 Special arrangements for exchanges or visits for academic or research purposes are to be made through the Scientific Coordinators of this Agreement and are subject to approval by the competent authorities of each University.
- 2.8 The Scientific Coordinators of this Agreement are named:
  - on behalf of the Technical University of Cluj-Napoca, Prof. Cristina M. Campian;
  - on behalf of the University of Bergamo, Prof. Egidio Rizzi.

### **ARTICLE 3 (Duration)**

- 3.1 This Agreement will be immediately effective after it is signed by the legal representatives of the two Universities and will last for a period of five years.
- 3.2 Either institution may terminate the Agreement, with or without a cause, by giving three months prior written notice to the other. Termination of the Agreement will nevertheless honour the conclusion of ongoing activities.
- 3.3 Any serious violation of this Agreement by one party gives the other the right to terminate it.

- a) A serious violation of Agreement is the violation of fundamental terms concerning the objects or purposes of this Agreement.
  - b) A serious violation makes the faulting partner liable for all the caused damages.
- 3.4 If termination is not indicated by either partner three months before the expiring period agreed upon in 3.1, the Agreement shall remain effective until either partner gives the other an explicit notice of termination.

#### **ARTICLE 4 (Accidental and Unforeseen Circumstances)**

- 4.1 Neither party shall be liable for failures or delays that may jeopardize any obligation imposed under this Agreement in case such failures or delays may be caused by: fire, explosion, water flood, natural hazard, strikes, vandalism, war, riot, sabotage, or similar causes; nor shall either party be legally responsible for the destroyed value of material loss or personal property due to such causes.

#### **ARTICLE 5 (Insurance cover)**

- 5.1 Participants in the activities of the present Agreement shall have both a health and accident insurance. Such insurance may be provided either by their home institution, according to its regulations, or directly arranged by the party concerned with an insurance agency stipulating a personal accident and health insurance policy to cover the above-mentioned risks.
- 5.2 The host university has no obligation to provide health and/or accident insurance to its foreign guests. Furthermore, the home university shall release the host university from any liability for damages that may occur while carrying out activities under the terms of this Agreement, caused by the visiting staff to third parties.

#### **ARTICLE 6 (Additions or changes to the Agreement)**

- 6.1 Any additions or changes to the present Agreement must be approved by both parties.
- 6.2 The Rector of the University of Bergamo (UniBG) as well as the Rector of the Technical University of Cluj-Napoca (TUCN) shall ratify this Agreement.

6.3 In witness whereof, the parties have caused this Agreement to be completed by their respective accordingly authorized representatives as on the dates indicated below.

**ARTICLE 7 (Legal Disputes)**

7.1 Any possible dispute arising from this Agreement shall first be discussed between the involved parties in order to find a satisfactory solution for all litigants.

This Agreement has been drawn up in English, in two originals and shall be kept in one original copy by each party.

**ON BEHALF OF THE  
TECHNICAL UNIVERSITY of  
CLUJ-NAPOCA (ROMANIA)**

**THE RECTOR,**

**Prof. Vasile Topa**



**Cluj-Napoca: 10.10.2018**

**ON BEHALF OF THE  
UNIVERSITY OF BERGAMO  
BERGAMO (ITALY)**

**THE RECTOR**

**Prof. Remo Morzenti**



**Bergamo: 25/2/2019**

