



UNIVERSITATEA  
DE MEDICINĂ ȘI FARMACIE  
VICTOR BABEȘ | TIMIȘOARA



## Agreement of Cooperation and Representation

This agreement entered into this day of is made between the following parties:  
**Victor Babes University of Medicine and Pharmacy, Timisoara ("VBUMPT")**

Piața Eftimie Murgu 2  
300041 Timisoara, Romania

[rectorat@umft.ro](mailto:rectorat@umft.ro)

[www.umft.ro](http://www.umft.ro)

+40256293389

Represented by its Rector: **Prof. univ. dr. Octavian-Marius Crețu**

AND:

**Association Maroc-Roumaine de Partenariat à Rabat (AMRP)**

Address: Rue Dayat Ifrah, no.22, apt.2, Agdal, Rabat, Maroc

Email: [amrp.rabat@gmail.com](mailto:amrp.rabat@gmail.com)

Website:

Telephone: +2120537617539 / 00212662134901 (WA)/ +212611487011

Managing Director: **Catalina Mihaela Bogoi**

### 1. Purpose

VBUMPT wishes to appoint the AMRP on a non-exclusive basis as a representative of VBUMPT in Morocco.

### 2. Appointment of the Representative

VBUMPT hereby appoints the Representative as its Representative in Morocco for the promotion of VBUMPT and the recruitment of students for enrolment into programs at VBUMPT, in accordance with the admission standards and policies of VBUMPT and/or any other guidelines agreed by the parties. The Representative hereby agrees to act in that capacity, subject to the terms and conditions of this Agreement.

Prorectoratul de Relații Internaționale

Piața Eftimie Murgu nr. 2

300041 Timișoara

Tel: 40 256 434418; Fax: +40 256  
220482

Email: «Adresă email»

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A.B.



### **3. Responsibilities of the Representative**

#### **a. Under this Agreement, the Representative shall:**

- i. Promote VBUMPT and its programs in Morocco.
- ii. Recruit and assist in the recruitment of prospective students to enroll in VBUMPT programs in accordance with the current policies and procedures of VBUMPT.
- iii. Provide prospective students with any necessary information required for the student to make an informed decision, including admission requirements, tuition fees, cost of living, visa requirements, and prospects upon graduation.

#### **b. In performing these services, the Representative shall:**

- i. Promote the University with integrity and accuracy and recruit prospective students in an honest and ethical manner.
- ii. Accurately inform prospective students about VBUMPT's admission requirements using only material provided or approved by VBUMPT.
- iii. Only engage in VBUMPT promotional and marketing activities that have been approved by VBUMPT.

#### **c. In performing these services, the Representative must NOT:**

- i. Engage in false or misleading advertising or recruitment practices including, but not limited to, misleading comparisons with any other education provider or their courses, or inaccurate claims regarding any association between VBUMPT and any other education provider.
- ii. Create or use any literature, advertisements, brochures, flyers, materials of any sort which promote VBUMPT without VBUMPT's prior review and approval.
- iii. Facilitate applications by students who do not meet the visa criteria or make any guarantees to applicants about the likelihood of obtaining the necessary visas to complete the program of study.
- iv. Give false or misleading information relating to course fees or acceptance into a program.
- v. The Representative must ensure that all staff of the Representative are aware of the responsibilities stated herein.

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#### 4. Responsibilities of VBUMPT

Under this Agreement:

- a. VBUMPT shall provide sufficient information to enable the Representative to perform its duties under this Agreement. VBUMPT will provide the Representative with complete and up-to-date information on VBUMPT with regard to programs, course structure, fee schedules, admissions policies and other important aspects so as to assist in the proper counseling of prospective students.
- b. VBUMPT will provide the Representative with up-to-date and accurate marketing materials.

#### 5. The Representative

Nothing in the Agreement creates a legal agency relationship between VBUMPT and the Representative. The Representative is not authorized to and shall not:

- a. Make or purport to make, any representations on behalf of VBUMPT, other than is expressly authorized in writing by VBUMPT; or
- b. Enter, or purport to enter, into any agreement or undertaking on behalf of VBUMPT.

#### 6. Confidentiality

Under this agreement, the Representative must keep confidential:

- c. The terms of this agreement
- d. All information provided by VBUMPT that is identified as confidential, whether identified orally or in writing.
- e. All academic and personal information about applicants to VBUMPT.

#### 7. Fees Payable to the Representative

UMFVBT will not pay any fees to the Representative.

#### 8. Assignment and Sub-contracting

- a. The Representative may not assign this Agreement or any right under this Agreement without the prior written consent of VBUMPT.

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b. The Representative may not sub-contract the performance of any of its obligations under this Agreement to any person(s) without the prior written consent of VBUMPT.

c. The Representative remains liable for performing its obligation under this Agreement.

## 9. Performance review

May include, but is not limited to, the following:

a. Regular review by VBUMPT of the Representative's performance, including a review of inquiries and outcomes.

b. Review of Representative's promises and representation at promotional events.

## 10. Corrective action

If at any point during the term of this Agreement VBUMPT believes or reasonably suspects that the Representative is negligent, careless, incompetent, or is engaged in false, misleading, or unethical advertising or recruitment practices, the Agreement may be terminated under the terms set forth in Paragraph 11 below.

## 11. Termination of the Agreement

a. Either party may terminate this Agreement at any time by giving the other party 30 days' notice in writing.

b. However, if the Representative breaches any part of this Agreement, or is engaged in activities requiring corrective action, VBUMPT may terminate this Agreement at any time and with immediate effect by giving written notice to the Representative, except if the breach by Representative was on the part of an individual employee of the Representative and the Representative has terminated that relationship.

c. Upon termination of this Agreement, the Representative shall immediately cease using any advertising, promotional or other material provided by VBUMPT and return all materials to VBUMPT within 90 days of the termination date.

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## 12. Additional terms

a. This Agreement constitutes the full Agreement between the parties as to its subject matter and in relation to the subject matter replaces and supersedes any prior arrangement or agreement between the parties.

b. This Agreement may only be modified in writing and signed by both parties.

Signed for the Victor Babes University of Medicine and Pharmacy, Timisoara

For the VBUMPT

For AMRP