

# MEMORANDUM OF AGREEMENT

between

Faculty of Civil Engineering, Czech Technical University in Prague  
Thakurova 7, CZ-166 29 Prague 6

and

LEPL G. Tsulukidze Mining Institute  
7, E. Mindeli St., 0186, Tbilisi, Georgia

## I. GENERAL

### A. Parties of Agreement

This Memorandum of Agreement is being established between Faculty of Civil Engineering, Czech Technical University in Prague, the Czech Republic and LEPL G. Tsulukidze Mining Institute, Tbilisi, Georgia. The two institutions shall be referred to collectively as the "Participating Institutions" of briefly as the "parties" in this Memorandum of Agreement.

### B. Purpose of Agreement

Endeavoring to increase their cooperation in research and education, the parties of the agreement, after approval by their responsible authorities, agree to conclude this Memorandum on academic cooperation. The purpose of this Memorandum is to facilitate and to enhance the academic cooperation between the parties of the agreement.

### C. Modes of Collaboration

The Participating Institutions shall endeavor to promote collaboration through a range of strategies, which in the initial stages of this cooperation shall include

1. exchange of faculty and other research and technical specialists for short-term and, as funding and other circumstances permit, longer-term visits;
2. the design of collaborative research projects, including the development of formal proposals for funding of such research; and
3. the design of exchange programs to be implemented as external funding for partial or full support of such exchanges may become available.

## II. TERMS OF THE AGREEMENT

### A. Focal Areas

The parties agree to develop collaborative programs in areas of mutual interest. Recognizing the importance of practical first steps based on a definition of shared institutional priorities for research and program development, the Participating Institutions agree to implement collaborative research through faculty and technical specialist exchanges in areas with particular strength at both institutions, as defined by the specific research profile of the individual organization.

### B. Activities in Support of Collaboration

The parties recognize the importance of certain ancillary activities in support of these areas of research and technical collaboration. Principal among these shall be, when appropriate,

1. the regular exchange of relevant publications and information generated by the parties; and
2. regular communication concerning the technologies necessary to enable and enhance the substantive areas of collaboration referred to in Section II. A.

### C. Faculty Exchange

Exchanges of faculty and technical specialists generally shall be conducted under the following guidelines:

1. The parties shall – for duration to be determined on a case-to-case basis and after mutual agreement – invite faculty for teaching and/or research visits. Visiting faculty must have a sufficient command of the language on instruction, if they are invited to teach.
2. The parties shall undertake efforts to raise funds from outside sources for the exchange of lecturers and/or researchers.
3. The parties shall inform one another regularly about the curricular programs offered by each, and especially about research seminars, colloquia, conferences, and symposia organized by each. They shall exchange documentation and publications issued from these proceedings.
4. Should any faculty collaboration result in any potential intellectual property, the parties shall immediately meet through designated representatives and seek an equitable and fair understanding as to ownership and other property interests that may arise. Any such discussions shall at all times strive to preserve a fair and continuing relationship between the parties.

### **III. ADMINISTRATIVE GUIDELINES**

#### **A. Elaboration of this Memorandum**

1. It is the intent of the parties that general provisions of this Memorandum be translated into specific programs of activity as expeditiously as financing and other institutional capabilities permit. Such programs shall be set forth in implementing memoranda approved in writing by the designated operational officers of both institutions. No implementing memorandum shall amend or contradict the provisions of this Memorandum of Agreement. Implementing memoranda for all programs must include provisions for insurance to cover liability arising out of acts or omissions of each institution's officers, agents and/or employees. Implementing memoranda for faculty exchanges and collaborative research programs must include specific provisions relating to intellectual property resulting from the program.
2. Nothing in the initial version of this Memorandum shall be interpreted as constraining the development of future programs not mentioned in this document.

#### **B. Responsible Administrative Personnel**

1. The parties shall be represented in formal negotiation or renegotiation of this Memorandum by the Dean of the Faculty of Civil Engineering, Czech Technical University in Prague and by the Director of the LEPL G. Tsulukidze Mining Institute, respectively, or by their designated representatives.
2. The designated operational units of the parties, for purposes of developing and implementing the terms of this agreement are individual Offices for International Relations at both institutions.
3. Either party may change its designated operational officer by written notification to the designated operational officer of the other party.

#### **C. Other Provisions**

1. This Memorandum is written in the English language. Any official future translation will be equal in establishing the mutual obligations of the parties.
2. Nothing in this Memorandum shall create binding obligations that may not be overridden by unilateral decisions reflecting financial or other circumstances confronting any of the parties to the agreement.
3. This Memorandum is concluded for an initial duration of five years from the date of signing. After this initial period this Memorandum shall be re-examined and the program adjusted, as deemed necessary, based on a mutually agreed-to assessment of the program by the appropriate authorities at Faculty of Civil Engineering, Czech Technical University in Prague and the LEPL G. Tsulukidze Mining Institute. After an initial 5-years period, the Memorandum shall be reviewed and eventually prolonged for another specified period.
4. This Memorandum may be terminated by any of the parties to the agreement on prior notice of 90 days before the end of respective academic years. Any current participants in the Memorandum shall, however, in any case retain their previously agreed-to status until the end of the academic year in which the termination of the Memorandum occurs.

#### D. Non-Appropriation

The parties recognize that the performance by both institutions may depend on the appropriation of funds by both organizations. Should the Legislature fail to appropriate the necessary funds or if the Organization's appropriation is reduced during the fiscal year, each of the two organizations may reduce the scope of this agreement if appropriate or cancel the agreement without further duty or obligation. Both organizations agree to notify the other party as soon as possible after the unavailability of said funds comes to the organization's attention.

LEPL G. Tsulukidze Mining Institute

Faculty of Civil Engineering  
Czech Technical University in Prague




Nikoloz Chikhradze  
Director



Tbilisi, Georgia,

10.07.2018<sup>წ</sup>



doc. Ing. Jiří Máca, CSc  
Dean



Prague,

25-06-2018

