



MEMORANDUM OF COOPERATION

between

Polotsk State University, Novopolotsk, Belarus

and

Georgian Technical University, Tbilisi, Georgia

I. GENERAL

A. Parties of Memorandum

This Memorandum of cooperation is being established between **Polotsk State University**, Novopolotsk, the Republic of Belarus, represented by Rector Prof. **Aleh Ramanau**, authorized by the Statute, on the one part, and the **Georgian Technical University**, Tbilisi, Georgia, represented by Rector Prof. **David Gurgenidze**, authorized by the Statute, on the other part. The two institutions shall be referred to collectively as the "Participating Institutions" or briefly as the "Parties".

B. Purpose of Memorandum

Endeavoring to increase their cooperation in research and education, the parties agree to conclude this Memorandum on academic cooperation. The purpose of this Memorandum is to facilitate and to develop the academic cooperation between the parties.

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 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;
- 3. in case of a design of student exchange programs an additional solitary agreement (s) will be needed.

II. TERMS OF THE MEMORANDUM

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 university.

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. regular exchange of relevant publications and information generated by the parties;
- 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 a 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 of 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. Exchange faculty shall be responsible for obtaining any necessary visas and otherwise complying with all immigration laws and regulations of the country of the receiving institution. The receiving institution shall cooperate in such efforts, but shall not have any responsibility to assure the granting of any visas, permits or approvals.
- 5. 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.

D. Student Exchange (under the separate solitary agreement, in case)

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 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 Rector of **Polotsk State University** and by the Rector of the **Georgian Technical University**, respectively, or by their designated representatives.
- 2. Each of the parties designate a responsible person or operational unit for purposes of developing and implementing the terms of this agreement.
- 3. Either party may change its designated responsible person or unit by a written notification to the designated person of the other party.

C. Financing

1. Financial and/or funding consideration shall become the subject of specific discussion and agreement within the framework of separate implementation agreement. No financial commitment, on the part of either signatory, is intended in or to be implied from this general document.

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

IV. OTHER PROVISIONS

- 1. The Agreement is written in two copies, English and Russian, each providing the same legal validity. In case of any inconsistencies, the text in the English language shall prevail.
- 2. The Cooperation Protocol will remain in force for a period of 5 (five) years from the date of the last signature, with the understanding that it may be terminated by the appropriate authorities of either party in writing, unless an earlier termination date is mutually agreed upon. The Cooperation Protocol may be amended or extended by mutually written consent of the authorities of the two parties.

Polotsk State University

Address: Blokhin Str., 29, Novopolotsk, Belarus Tel.: +375214505709

e-mail: inter.office.psu@gmail.com

Georgian Technical University

Address: 77, Kostava Str., 0160,

Tbilisi, Georgia

Tel.: (+995 32) 2 36 51 53

e-mail: info@gtu.ge

RECTOR Prof. Aleh Ramanau

Date 01, 0 1 2023

RECTOR Prof. David Gurgenidze

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