

Memorandum of Understanding

Between

FLENSBURG UNIVERSITY OF APPLIED SCIENCES, GERMANY

AND

BATUMI STATE MARITIME ACADEMY

This agreement is made between Batumi State Maritime Academy (hereinafter BSMA) an institution of higher education located at Georgia, 6010 Batumi, Rustaveli Str. N° 53 and Flensburg University of Applied Sciences (hereinafter FUAS) located at Kanzleistr. 91-93, 24943 Flensburg, Germany.

In the spirit of friendship and with mutual interest in cooperation, BSMA and FUAS enter into this Memorandum of Understanding (MOU) to promote joint educational cooperation in the field of maritime navigation and maritime engineering and declare as follows:

ARTICLE 1: SCOPE OF COLLABORATION

1.1 Areas of collaboration may be proposed by either institution and may include, but are not limited to:

- joint research and/or teaching activities;
- exchange of research, teaching and training employees as well as university administration staff for best practice exchange in teaching/assessment methodology;



- exchange, mobility (including suspension of educational programme), assessment of students within undergraduate and graduate studies;
- exchange of information, materials and scientific publications in the domains within the area of both Institutions' interests;
- organization of summer schools in both institutions;
- recognition of credits achieved in both institutions;
- curriculum/syllabus mapping and comparison for future collaboration;
- gap analysis of quality assurance and taking steps for enhancement.

1.2 Any specific activity developed under this MOU shall be detailed in a subsequent agreement, signed by each institution's authorized signatory, which will describe the scope of the proposed activity, intended outcomes, budget, and responsible departments or individuals. For BSMA, the authorized signatory is Rector of Batumi State Maritime Academy. For FUAS, the authorized signatory is the President or Vice President for International Affairs.

1.3 All activities shall be subject to the availability of funds and the approval of each institution's authorized representatives.

ARTICLE 2: DURATION AND EVALUATION

2.1 This MOU shall be in effect for a period of 3 years from the last date of signature. Either party may request termination of this agreement, in writing, ninety (90) days prior to the proposed termination date. Any activities in progress at the time of termination shall be permitted to conclude as planned unless otherwise agreed in writing.



2.2 A joint evaluation of the MOU will be initiated by the designated representatives six (6) months prior to the expiration date. Following the evaluation, the MOU may be renewed and resigned for an additional five (5) year period.

2.3 Amendments to this MOU may be requested, in writing, by either party and approved by the authorized signatories.

ARTICLE 3: CONFIDENTIALITY

3.1 The Parties agree that the Collaboration may involve the disclosure of certain confidential information of the Parties respectively. For the purpose of this agreement, the term "Confidential Information" refers to any and all information including but not limited to information pertaining to curriculum, courses, syllabus, teaching materials, research activities and technical information made available by a Party ("Disclosing Party") to the other Party ("Receiving Party") during the course of the Collaboration. All "Confidential Information" shall be marked or identified as "CONFIDENTIAL" in writing and in a conspicuous manner at the time it is disclosed to the Receiving Party.

3.2 The Receiving Party hereby covenants to keep in strict confidence all Confidential Information and undertakes not to divulge or disclose the Confidential Information to any third party without specific written permission of the Disclosing Party. The confidentiality obligations hereunder shall not apply to the Confidential Information which:

- is or has become obsolete or is already in the public domain;
- is already in the possession of the Party prior to the execution of this agreement;
- is independently developed or obtained by the Party;
- is obtained by the Party from any third party without confidentiality obligations; or a court of competent jurisdiction orders to disclose.



3.3 The provisions of this Confidentiality Clause shall survive the expiry or termination of this agreement for a period of three (3) years.

ARTICLE 4: INTELLECTUAL PROPERTY

For the purpose of this agreement, Intellectual Property Rights shall include all data, specifications, materials, research activities and technical information solutions, drawings, know-how and technical information developed, obtained, created, written, prepared or discovered, whether patentable nor not, arising from the Collaboration or otherwise brought into existence pursuant to this agreement.

Specifically:

Background Intellectual Property Rights shall include any Intellectual Property Rights that are possessed by each Party prior to the commencement of this agreement and/or developed independently by the Parties. Any Background Intellectual Property Rights that are made available as between the Parties for the performance of the Collaboration shall remain the separate property of the Party making such Background Intellectual Property Rights available, and nothing in this agreement shall be construed to grant any implied license to the other Party to use such Background Intellectual Property Rights other than in performance of this Collaboration.

Foreground Intellectual Property Rights shall include any Intellectual Property Rights that arise, or are obtained or developed, created, written, prepared and discovered jointly by the Parties, arising or otherwise brought into existence pursuant to this Collaboration.

The ownership of all Foreground Intellectual Property Rights arising out of the Collaboration shall be expressly subject to a Joint Development Agreement to be mutually agreed by the Parties.



ARTICLE 5: STATUS OF THE MOU

This MOU has been drawn in English in two copies. It is not legally binding, therefore in the event of termination of this MOU as referred to Article 2, neither Party may claim rights and obligations of the other Party except the confidentiality warranties as referred to Article 3 herein.

For Flensburg University of Applied Sciences:



Dr. Christoph Jansen, President

Hochschule Flensburg

DATE: Flensburg, June 11, 2019

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praesidium@hs-flensburg.de



Prof. Sander Limant

DATE: Flensburg, _____, 2019

For BATUMI STATE MARITIME ACADEMY:



Prof. Irakli Sharabidze, Rector of Batumi State Maritime Academy

DATE: Dhulikel, _____, 2019

