

DATED

2020

(1) PORTSMOUTH COLLEGE

and

(2) BATUMI STATE MARITIME ACADEMY

MEMORANDUM OF UNDERSTANDING

Portsmouth
College



MEMORANDUM OF UNDERSTANDING

Between

(1) Portsmouth College

and

(2) Batumi State Maritime Academy

This Memorandum of Understanding has been entered into between Portsmouth College ("Portsmouth") and Batumi State Maritime Academy ("BSMA")

1. OBJECTIVES

The purpose of this Memorandum of Understanding is to facilitate discussions between the parties on specific areas of collaboration on and around Higher Nationals, of mutual benefit and interest, with a view to establishing the basis on which the parties will collaborate in order to achieve the following objectives:-

- To explore the possibility of offering Portsmouth's programmes of study as a top-up articulation to students who have successfully achieved at BSMA and;
- In respect of the preceding bullet point, to build upon this understanding and explore future areas of co-operation;
- In respect of BSMA and Portsmouth, to explore, and co-operate in, the further development of the parties' relationship, staff and student exchange and continuing education and such other areas as the parties may agree from time to time;
- In respect of BSMA and Portsmouth, to broaden the experience of the faculties and students of each party, providing them with opportunities for increased cultural understanding and to promote cooperation and collaboration in the fields of teaching and research.
- To cooperate in scientific research exchange experience;
- To exchange experience in teaching process;
- To render mutual assistance in organization of educational process;
- To contribute the incorporation of programme of distance learning.

2. OPERATION

In pursuing the objectives set out above, the parties will, as appropriate:-

- determine which programmes of study provided by Portsmouth would be suitable for articulation collaboration as set out in paragraph 1 above; where they would be taught, the level and type of fees payable, arrangements for assessment and award of qualifications and the administration of joint programmes;
- formulate and enter into separate agreements in order to establish and operate specific projects agreed between the parties;
- keep the arrangements between parties under regular review in order to achieve the desired benefits for each party and to make any changes as necessary.

FURTHER PROVISIONS

- 1 This Memorandum of Understanding sets out the general framework for the collaboration between the parties and, as required, will be supplemented by one or more detailed agreements, specifying their rights and obligations with respect to all or some of the objectives listed above. This Memorandum of Understanding is subject to contract and to the negotiation and agreement of terms and conditions satisfactory in all respects to both parties in relation to their proposed collaboration.
- 2 The parties agree and acknowledge that:-
 - a. this Memorandum of Understanding does not constitute an offer by either party to undertake any obligations on the terms set out in this Memorandum of Understanding;
 - b. (with the exception, and in consideration, of the mutual undertakings), this Memorandum of Understanding does not constitute, create or give rise to (nor will its acceptance by any party so constitute, create or give rise to) legally binding rights, obligations or representations on the part of either party under any law (including, without limitation, the laws of England) nor any form of commitment on the part of either party to proceed with any projects, arrangements or transactions with the other party; and
 - c. no information set out or referred to in this Memorandum of Understanding shall form the basis of any contract.
- 3 This Memorandum of Understanding shall take effect upon signature by the duly authorised representatives of each party and shall continue in force for a period of twelve months from date of signature ("Initial Period") unless and until terminated by either party giving to the other not less than fourteen days' written notice to such effect. After the Initial Period, this Memorandum of Understanding may be renewed with the mutual consent of both parties. Termination of this Memorandum of Understanding shall be without penalty.
- 4 This Memorandum of Understanding may be modified at any time in writing, any such modifications to be dated and signed by or on behalf of each party.
- 5 The parties acknowledge that this Memorandum of Understanding is not exclusive. Each party may enter into arrangements with other institutions for similar or other purposes.
- 6 The information in this Memorandum of Understanding (which does not purport to be comprehensive) has been provided by each party in good faith but no representation or warranty (express or implied) is or will be made, and no responsibility or liability is or will be accepted, by either party or by any of their respective officers, employees or agents in relation to the accuracy or completeness of such information or any other written or oral information made available to the other party or its advisers. Any such liability is expressly disclaimed. Neither party undertakes to provide either of the other parties with access to any additional information, to update this Memorandum of Understanding or any additional information, nor to correct any inaccuracies in it which may become apparent.
- 7 Each party agrees and acknowledges that this Memorandum of Understanding (and the information it contains) is confidential and undertakes not (without any of the other parties' prior written consent) to disclose its existence or terms (in whole or in part) to any third party or to use it (in whole or in part) for any purpose other than to fulfil the objectives set out above. If any party desires to use or disclose any confidential information belonging to the other, the parties shall first execute a confidentiality agreement on terms to be agreed between them.

- 8 The parties shall each bear their own costs in carrying out the actions provided for in this Memorandum of Understanding unless otherwise agreed between the parties.

This Memorandum of Understanding between the parties has been signed by their authorized representatives.


Portsmouth College



Vice Principal: Tom Lloyd

Date: 7/2/2020

Batumi State Maritime Academy



Rector: Irakli Sharabidze

Date: 07.07.2020