

ВОЕННА АКАДЕМИЯ „Г. С. РАКОВСКИ“



СОФИЯ



MEMORANDUM OF UNDERSTANDING AND COOPERATION

BETWEEN

RAKOVSKI NATIONAL DEFENCE COLLEGE

AND

**LEPL-DAVID AGHMASHENEBELI NATIONAL DEFENCE ACADEMY
OF GEORGIA**



Today 11.04...2022 in Sofia (Bulgaria) the present Memorandum was signed between:

RAKOVSKI NATIONAL DEFENCE COLLEGE, BULGARIA (hereinafter, "RNDC") represented by the Rector, Major **General Todor Dochev** (hereinafter, "Parties"), UIC: BG129003305, official address: 82, Evlogi and Hristo Georgievi, blvd., Sofia, Bulgaria

and

LEPL-DAVID AGHMASHENEBELI NATIONAL DEFENCE ACADEMY OF GEORGIA (hereinafter, "NDA") represented by the Academy Rector, Brigadier General **Mamia Balakhadze** (hereinafter, "Parties"), IDC: 218083222, official address: 3-rd km, Tskhinvali Highway, Gori, Georgia

Noting the shared values and objectives in the field of Higher education (HE) that guide their activities and underline their programmes of work, as in particular both Parties promote respect for human rights and the rule of law, advance sustainable development, combat discrimination, promote equal opportunities, support good governance and the sound educational achievements.

Considering the established collaboration between RNDC and NDA and the synergies that derive from the complementarity of their respective and comparative strengths;

Desiring to strengthen bilateral relations in the field of education and internationalization of educational achievements, researches and scientific work;

Recalling the profound impact of education, research and innovations on human capital, economic and social development;

Recognizing that greater linkages between the Parties in the field of education and researches would be mutually beneficial;



Whereas, the Parties give particular emphasis to the establishment and development of cooperation between NDA and RNDC in the field of education, and

Whereas, the Parties recognize the interests of each other in order to promote the development of the learning space; and

Whereas, the Parties rely on the principles of equality and mutual respect,

It is hereby agreed as follows:

1. Subject of Memorandum

Under the present Memorandum of Understanding and Cooperation (hereinafter, Memorandum), the Parties, within the scope of their competence, in accordance with the legislation of Bulgaria and Georgia, express and establish the common readiness for mutually beneficial cooperation in the field of education, scientific researches in terms Sustainable development goals (SDGs) and HEIs digital transformation, as well as the Fourth generation universities concept and lifelong learning, aiming to achieve valuable educational and scientific achievements, and to strengthen the knowledge-based societal development .

This Memorandum outlines an approach to foster mutual understanding, sharing open science results and jointly working on solving commonly recognized issues, and challenges faced by both Parties, as well in the field of HE and scientific researches.

Any cooperative activities related to the scope of this Memorandum that the Parties may initiate to undertake will be conducted on the basis of reciprocity and mutual benefits.

2. Purpose of Memorandum

The purpose of the Memorandum is to cooperate on current issues within the scope of common interests of the Parties, to plan and implement joint professional, scientific, innovation, investment or other projects/initiatives, aiming to improve the educational and/or scientific practices and/or academic environment and ethics of the Parties.

3. Missions of Memorandum

The missions of the Memorandum are as follows:

3.1. To organize joint workshops, conferences, and seminars on current issues;



- 3.2. To plan, organize and implement researches on the issues within the scope of common interests;
- 3.3. To plan and implement bilateral or multilateral research and innovation and/or educational projects;
- 3.4. To exchange the information within the scope of mutual interest;
- 3.5. In case of mutual consent, to develop joint educational programs and / or consult in the process of developing these programs and materials within their competence;
- 3.6. To implement teaching and training activities, in case of mutual consent;
- 3.7. To jointly participate in the international projects if so required;
- 3.8. To plan and undertake activities to strengthen the processes of mutual recognition of education and the internationalization of the academic achievements of the Parties, in case of mutual consent, to the extent of their competencies;
- 3.9. To implement other measures permitted by law to achieve the goals of cooperation.

4. Responsibilities of the Parties

- 4.1. Upon mutual consent, the Parties have the right to use the resources owned by the other Party to conduct joint activities and implement joint projects;
- 4.2. The Memorandum does not provide for any financial liabilities between the Parties in any type and / or form, unless otherwise provided by an additional agreement.

5. Force Majeure

If prevented from fulfilling the assumed obligations due to force majeure events, a Party will not be considered to be in breach of such obligations and best endeavours should be used to mitigate the effects of force majeure events. At the same time, the Parties should consult with each other on the ways of further implementation of this Memorandum.

6. Term and Termination of the Memorandum

- 6.1. The present Memorandum shall enter into effect upon being signed by the Parties and shall be valid for term of 4 (four) years, as of the date of its signing;
- 6.2. This Memorandum may be terminated by mutual agreement between the Parties in writing with 3 (three) months' notice from its signing;
- 6.3. The present Memorandum may be terminated, without cause, by providing written notice to the other Party 3 (three) months in advance, as of the sending of the written notice;
- 6.4. The Memorandum may be terminated, with cause, by providing written notice to the other Party 6 (six) months in advance, as of the sending of the written notice.



6.5. Following the termination of the Memorandum, the Parties (to the best of their abilities) are obliged to take all appropriate and necessary measures to complete the projects initiated under the Memorandum.

7. Final Provisions

- 7.1. Communication between the Parties is done in writing (by post or e-mail);
- 7.2. By mutual written agreement of the Parties, amendments and additions may be made to the Memorandum that are an integral part of the Memorandum;
- 7.3. Disputes related to the implementation and/or clarification of the Memorandum will be resolved through consultations and negotiations between the Parties.
- 7.4. If certain provisions of this Memorandum are invalid and unenforceable, the Parties undertake to replace the invalid, resp. the unenforceable provision, to prepare immediately a new provision, which in its action should be as close as possible to the invalid one, resp. the unenforceable provision.
- 7.5. The legislation of the Republic of Bulgaria and that of Georgia is applicable to this Memorandum, as the Parties guarantee its observance and application on their territory and in accordance with their functions, competencies, rights and obligations, as well as all applicable international and bilateral provisions, directives, regulations and other arrangements (if applicable). Legal disputes shall be resolved, if possible, by mutual agreement. In case of doubt or inability to reach consensual solutions, the Parties reserve the right to take legal action.
- 7.6. The Memorandum is made in 2 (two) identical hard copies, each bearing the equal legal force, and each Party holds one copy. The valid language version of this Memorandum is English.

Rakovski National Defence College

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