



MEMORANDUM OF COOPERATION

BETWEEN

LEPL-DAVID AGHMASHENEBELI NATIONAL DEFENCE ACADEMY OF GEORGIA

AND

UNIVERSITY OF DEFENCE

LEPL-David Aghmashenebeli National Defence Academy of Georgia (hereinafter "NDA") represented by the Academy Deputy Rector, Colonel David Razmadze, and

University of Defence (hereinafter "University") represented by the Rector-Commandant, Brigadier General Prof. RNDr. Zuzana Kročová, Ph.D.

(hereinafter "Parties"),

WHEREAS, the Parties give particular emphasis to the establishment and development of cooperation between the Academy and the University 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 Cooperation (hereinafter "Memorandum"), the Parties, within the scope of their competence, in accordance with the legislation of Georgia, express and establish the common readiness for cooperation in the field of education.

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 and academic educational projects and events.

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 study the issues within the scope of common interests and to implement the academic educational projects;
- 3.3. To exchange the information within the scope of mutual interest;
- 3.4. 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;
- 3.5. To implement teaching and training courses, in case of mutual consent;

- 3.6. To jointly participate in the international projects if so required;
- 3.7. 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 of joint projects, unless otherwise modified by an additional agreement.
- 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.

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 until December 31st 2024.
- 6.2. The present Memorandum may be terminated, without cause, by providing written notice to the other Party 15 (fifteen) calendar days in advance.
- 6.3. The Memorandum may be terminated, with cause, by providing written notice to the other Party 7 (seven) calendar days in advance.
- 6.4. 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 on adresses or by e-mail to contacts below.
- 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 clarification of the Memorandum will be resolved through consultations and negotiations between the Parties. In case of failure to reach an agreement, the dispute will be reviewed by the court of proponent.
- 7.4. The Memorandum is made in two copies, each bearing the equal legal force, and each Party holds one copy.

Requisites and Signatures of the Parties

LEPL - David Aghmashenebeli National Defence Academy of Georgia University of Defence Czech Republic

Deputy Rector,

Colonel David Razmadze

Rector - Commandant, Brigadier General

Prof. RNDr. Zuzana Kročová, Ph.D.

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Brno

April 27, 2022