

## Agreement №

### (On the affiliation of the academic staff with the University)

On the one hand, Ltd. "Humanitarian Teaching University of Tbilisi" (hereinafter - University) represented by the Chancellor of the University Valentina Sakvarelidze and on the other hand, the winner of the competition to hold the academic position in the University ----- we agree on the following in accordance with the applicable legislation of Georgia:

#### **1. The subject matter**

1.1. A person affiliated under this agreement shall agree to be affiliated with the university, which shall imply:

- a) Participation in the process of the development of the society and the knowledge sharing on behalf of the University;
- b) Conducts basic educational, research/scientific activities in the University and the results of his/her research are ascribed to the University;
- c) Being actively involved in the decision-making process on the education, the research and other important issues in the university;
- d) Being actively involved in providing the students in the university with the consultation and in managing their research or practical component.

1.2. The rights and the obligations of the person affiliated, as well as the special terms of the University shall be determined by the present agreement.

#### **2. Special terms**

2.1. An affiliated person shall be entitled to hold an academic position in another educational institution if his / her workload does not exceed 12 contact hours per week.

2.2. An affiliated person shall be entitled to hold a permanent administrative position in the university if the workload under the contract concluded with him/her does not exceed 6 hours.

2.3. An affiliated person shall be obliged to warn the university about his/her decision to affiliate with other higher education institution 30 days before.

2.4. When violating the provisions of this Agreement, the University shall be authorized to annul the Affiliation Agreement and the affiliation labor contract;

2.5. The university shall pay a fixed salary per month to an affiliated person in accordance with the duration of his/her relevant academic position.

2.6. The University shall fund the publication of a scientific work of an affiliated person (article, manual, monograph, etc.); it shall also fund the business trip and the participation in the activities important to his/her development (training, conference, symposium, workshop, etc.), which is based on the content of the affiliation.

2.7. On carrying out the educational program, the University shall undertake to give an advantage to an affiliated person when defining the executor of the educational component and distributing the workload by the hour.

2.8. An affiliated person shall be entitled to benefit from a paid leave under the law.

#### **3. The term of the Agreement and its termination**

3.1. The term of the Agreement shall be determined by the term of the office of the relevant academic position of the affiliated person.

3.2. The present agreement with an affiliated person may be terminated under the Labor Code, the law of Georgia on "Higher Education", the regulations of the University when an affiliated person violates the relevant term/terms of the university's internal legal acts, the present Agreement and / or the labor agreement, which will lead to the termination of the labor relations.

#### **4. Additional terms of the agreement**

4.1. When sharing the relevant changes in the legislation and / or the experience of the international practice, this Agreement may be reviewed by the Parties in writing.

4.2. The purpose of making the amendment to this Agreement shall be to improve and to develop the terms and the content of the affiliation and shall not worsen the terms of the affiliated person.

4.3. In case of a dispute between the parties, it shall be resolved directly through the agreed procedure between the university and the affiliated person in accordance with the rules envisaged by the labor legislation.

#### **5. Transitional and Final Provisions**

5.1. By signing the agreement, the Parties shall confirm that the present Agreement does not contain ambiguous provisions and that they became completely familiar with and accepted these terms.

5.2. The questions that are not defined by this Agreement shall be regulated and completed by the labor agreement concluded with the affiliated person, the internal legal acts of the University and / or the applicable legislation.

5.3. The invalidation of any provisions of this Agreement at any time from the date of signature of the Agreement on the basis of legislative amendments, court decisions or other objective circumstances shall not affect the validity of the other provisions of this Agreement. The

Parties shall undertake to negotiate in good faith in such a way that the amendments to the Agreement maintain the original purpose of the Parties.

5.4. The Agreement has been drawn up in Georgian language, in 2 (two) identical copies with equal legal force for each party.

**6. The signatures of the Parties and the details:**

<b>Employer</b>	<b>Employee</b>
Ltd. "Humanitarian Teaching University of Tbilisi"	(Full name) -----
Registration code 206046045	P/N (personal number)
Address: Tbilisi, Monk Gabriel Salos Avenue №31	Address:
Chancellor - Valentina Sakvarelidze Signature -----	Signature -----