



ROMANIA

MINISTRY OF NATIONAL EDUCATION AND SCIENTIFIC
RESEARCH

UNIVERSITY OF PITEȘTI

Târgu din Vale, 1, 110040 – Pitești, Argeș, Romania
Tel./Fax: +40 348 453102; <http://www.upit.ro>

GEORGIA

MINISTRY OF EDUCATION AND SCIENCE OF GEORGIA

TBILISI HUMANITARIAN TEACHING UNIVERSITY



31, Monk Gabriel Salosi Ave., Tbilisi 0144, Georgia.
Tel: (+995 32) 254 59 08, Fax: (+995 32) 254 59 09
E-Mail: thu-posta@thu.edu.ge; <http://www.thu.edu.ge>

FRAMEWORK AGREEMENT

between

TBILISI HUMANITARIAN TEACHING UNIVERSITY

31, Monk Gabriel Salosi Ave., Tbilisi 0144, Georgia,
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and

UNIVERSITY OF PITEȘTI

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Romania
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Having in view:

- The bilateral agreements existing between Georgia and Romania.
- The conformity to legislation in force in each of the countries,
- The interest expressed by the aforementioned Universities to initiate joint co-operation programmes,
- Tbilisi Humanitarian Teaching University represented by the Rector (First party) and University of Pitesti represented by the Rector (Second party) have agreed on the following:
- that cultural and scientific exchange is indispensable to academic institutions to develop their educational and research activities;
- that it is necessary to promote and encourage direct cultural agreements between institutions of higher education in different countries;
- having verified the mutual interest that share in establishing an appropriate form of exchange program in various fields;
- in agreement with the international laws;

Article 1: Purpose

This Framework Agreement [FA] aims at strengthening and facilitating the cultural, academic, and legal exchanges between the two parties in the various domains that will be agreed upon by both parties.

A Cooperation Committee [CC] with representatives of both universities will be established. The Cooperation Committee [CC] will be managed by the two Rectors (one from each partner university).

Article 2: Aims

Tbilisi Humanitarian Teaching University, and the University of Pitesti hereby initiate a co-operation for integrated scientific research and teaching activities and/or for integrated study programmes for students and/or for experience in using particularly complex technical-scientific apparatus, as per the Implementation Agreement, which is an integral part of the contract hereto.

Each specific action will be governed by an Implementation Agreement [IA], developed in common by specialists nominated by each partner university and under the management of a Cooperation Committee [CC].



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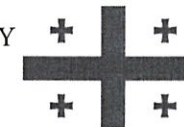
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Article 3: Specific purposes

The form of cooperation, based on strictly-observed criteria of equality and mutual interests, includes the following activities:

- exchange visits of members of teaching and research staff. Visits are intended to promote seminars, courses, conferences, lectures, to carry out joint research projects, to discuss experiences in fields of common interest, and so forth;
- circulation of publications and information on the specific fields of study and research included in this agreement and on any other subject of relevant interest;
- exchange visits of post-graduate students for periods of study and research;
- student exchange for the purpose of attending courses, participating in professional training and specialization programs or other educational activities;
- exchange visits of members of technical or administrative staff when considered a profitable experience.

Promoting units can specify in specific protocols the different forms to implement these exchanges (i.e. visitor's length of stay and obligations, application selection procedure, detailed explanation of the fields for which the agreement is stipulated, etc.).

The universities subscribing this agreement intend to encourage student mobility according to a criterion of reciprocity. According to the exchange programs, the host institution will make available to host students their didactical facilities and tutorial services.

Upon the approval of the appropriate administrative bodies, exchange students will be given academic credits for the work done at the foreign institution. The contracting parties are committed to accept those credits earned abroad, as long as the credits are connected to the major of the respective students.

Universities participating in this exchange agree that no registration or any other fee will be imposed, except those fees required by the law of the country.



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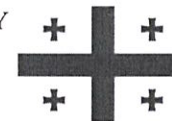
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Article 4: Supporting Activities

The two Universities signing this agreement will exchange all relevant information - by supplying catalogues and other materials - to promote greater and mutual knowledge on their institutional structure and organization.

In conformity with laws and regulations of their respective countries, the signatories of this agreement will provide to visitors from the partner institution all possible assistance and access to facilities to enable them to carry out the activities agreed upon to the extent made possible by their financial resources, without undue hardship on the host institution.

Article 5: Insurance Procedure

Visitors sent by one University to the other must have both medical and accident insurance. Such insurance may be provided either by their home institution, according to its own regulations, or may be obtained directly by the interested person, by stipulating a policy with an insurance agency covering the above-mentioned risks.

The host university is released from any duty to provide medical or accident insurance to its foreign guests. The host university, however, shall be liable for all damages unintentionally caused by the guest personnel to third parties in case of death, personal damages or damages to properties occurred while carrying out activities under the terms of this agreement, hereby releasing the home university from any liability in this respect.

Article 6: Funding

Each of the signatories' parties commit, through their participating units, to try to procure financial resources to carry out the activities foreseen by this agreement, which commitment does in no way result in any obligation to finance the studies of hosted students.

As a general rule, the institution sending its members to the foreign partner is responsible for covering their travel, room and board expenses. The departments of the university participating in the exchange will be in charge of covering travel, room and board expenses to their members. If institutional funds are not available for these purposes, student and staff mobility will be possible either as part of a separate Erasmus+ agreement or as part of an individual exchange scheme, without any charge for the two Universities.



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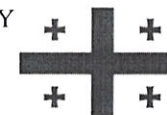
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Article 7: Coordinators

The implementation of the activities foreseen by the agreement will be promoted, initially, by the following Coordinators, appointed by each University:

Tbilisi Humanitarian Teaching University
Prof. Valentina Sakvarelidze
Rector
E-mail: vsakvarelidze@thu.edu.ge

University of Pitești
Assoc. Prof. PhD. Emanuel Soare
Vice-Rector for International Relations
Email: emanuel.soare@upit.ro, emisoare@gmail.com

Article 8: Duration of the Agreement

This Agreement is to be drawn up and signed in English. Should any disputes arise, the problem will be entrusted to a panel of arbitrators made up of one member selected by each partner and one chosen by common consent.

The present agreement will become effective from the date the Agreement is signed and will be valid for three year; it will then be tacitly renewed from year to year, for 5 years from the signing of the Agreement, unless notice of termination of the Agreement is given by one of the two parties at least six months before expiration.



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Article 9: Amendments

Amendments may be introduced to this Framework Agreement hereby and to the subsequent Implementation Agreements, at the initiative of each partner university. The amendment requests will be analyzed by the Coordination Committee and submitted to the approval of the competent academic bodies. No change or alteration can be effected without first referring to the respective authorities in both partner universities.

Article 10: Disputes

The PARTIES agree to exercise all reasonable efforts in achieving prompt and equitable settlement of any controversy, claim or dispute arising out of or relating to this FA, or any breach thereof, through amicable consultation and negotiation between nominated persons. All such consultations and negotiations shall remain confidential.

Article 11: Liability

Notwithstanding any other provision of this FA and except in case of gross negligence or willful misconduct, in no event shall any PARTY be liable to the other PARTIES, whether arising under contract, tort (including negligence), strict liability, warranty or any other legal condition, for any special, indirect, incidental or consequential damages, such as for example but without limitation, loss of anticipated profits, loss by reason of loss of business reputation or opportunities, and cost of money.

Article 12: Intellectual property and exchange of information

With regard to intellectual property aspects and the utilization of the results of their co-operation, the PARTIES agree that each PARTY, or its individuals, shall remain the owner of the intellectual property rights on all information (including but not limited to know-how, patentable or not patentable information, technical, commercial or financial data, plans, drawings, etc.) that were created or acquired prior to this FA.

The English language shall be used in any documents designed and exchanged by both parties and in all common negotiations, management activities and specific activities developed under the Implementation Agreements.



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DATE:

SIGNATURES:

For the UNIVERSITY OF PITEȘTI

Târgu din Vale, 1, 110040 – Pitești, Argeș, Romania

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Legal Representative:

RECTOR,

Associate Professor PhD. Eng. Dumitru CHIRLEȘAN

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Legal Representative:

RECTOR,

Prof. VALENTINA SAKVARELIDZE

