



UNIVERSITÀ DI NAPOLI
L'ORIENTALE

Memorandum of Understanding

between

**Caucasus University
Georgia**

and

**Università di Napoli "L'Orientale"
Italia**

Caucasus University, represented by its President, Prof. Kakha Shengelia and Università di Napoli "L'Orientale", represented by its Rector, Prof. Roberto Tottoli have agreed to the following:

ARTICLE 1

By mutual consent, this cooperation includes any program offered at either institution as felt desirable and feasible on either side and that both sides feel contributes to the fostering and development of the cooperative relationships between the two institutions.

This MEMORANDUM OF UNDERSTANDING (MOU) is designed to foster a friendly relationship through mutual cooperation in teaching, research and joint projects between Caucasus University and Università di Napoli L'Orientale. No financial obligations are assumed under this agreement.

ARTICLE 2

The cooperation between the two institutions shall be accomplished in accordance with guidelines of supporting agencies in various ways which may include:

- Exchange of students on all levels of education (Undergraduate, Graduate and PhD);
- Exchange of faculty and staff members;
- Joint research and consultancy activities;
- Participation in seminars and academic meetings;



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- Exchange of academic materials and other information of common interest;
- Exchange and/or cooperation in Special short-term programs and projects.

ARTICLE 3

The present MOU will be supplemented by Agreements in specific academic disciplines signed by representatives of both institutions.

The terms of such Agreements for each specific program and activity implemented under the terms of this agreement shall be mutually discussed and agreed upon in writing by both parties prior to the initiation.

ARTICLE 4

This MOU is subject to the laws and regulations of the respective countries of both institutions.

Both parties shall abide by the laws and regulations on intellectual property rights of their respective countries and institutions.

ARTICLE 5

The funding or any fund raising efforts that might be pursued will be carried out jointly for the purpose of implementing the Agreements provided in Article 3.

Both institutions accept that all specific and financial arrangements are to be negotiated and are dependent on the availability of funds.

The parties agree to seek financial support from national and international organizations for the activities and exchanges outlined in the MOU.

ARTICLE 6

Each institution will designate an individual to coordinate this program and all endeavours that may derive from it. For this purpose, Caucasus University designates Ms. Irena Melua, Director of International Relations and projects Department and Università di Napoli L'Orientale designates Dr. Vittorio Carpentiero, Head Office of International Relations and Scientific Research Office.

ARTICLE 7

Both parties undertake to observe confidentiality towards other parties not concerned or connected with this MOU. Any confidential information disclosed to either party pursuant to this MOU shall not, without prior written consent of the other party, be disclosed to a third party or be used for any purpose not expressly permitted in writing by the other party.

The confidentiality provisions apply to all confidential information exchange including any confidential information exchange in preliminary discussions and during negotiations relating to matters within the scope of this MOU.

ARTICLE 8

No amendment, consent, or waiver of terms of this MOU shall bind either party unless in writing and signed by both parties. Any such amendment, consent, or waiver shall be effective only in the specific instance and for the specified purpose given. The parties to this MOU, by the signatures below of their authorized representatives, acknowledge having read and understood this MOU and agree to be bound by its terms and conditions.

This MOU is not intended to be legally binding but it simply expresses the intentions and understanding between both parties. This MOU shall form the basis of a detailed and legally binding agreement to be drafted and executed in the future.

ARTICLE 9

That all specific projects to which this MOU may lead will be subject to the joint and periodic evaluation by the appropriate authorities of both universities. This MOU will be jointly reviewed and evaluated after three years from effective date.



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ARTICLE 10

This MOU will become effective on the date of signing for a period of 5 years and can be renewed by mutual consent. Both institutions have the right to initiate a termination of this linkage with at least six months' notice.

This MOU may be amended or modified by a written agreement signed by the representatives of both universities.

ARTICLE 11

Notices under this MOU shall be addressed to the parties at the following address:

Caucasus University:

Authorized Representative : Prof. Kakha Shengelia
Address : 1 Paata Saakidze Str. 0102, Tbilisi,
Georgia
Tel. No. : +995 32 237 77 77

Università di Napoli L'Orientale

Authorized Representative : Prof. Roberto Tottoli
Address : Via Chiatamone
61/62
Tel. No. : +390816909189



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CAUCASUS UNIVERSITY



UNIVERSITÀ DI NAPOLI
L'ORIENTALE

Caucasus University, Georgia

Università di Napoli L'Orientale
Italia

Prof. Kakha Shengelia

President



Prof. Roberto Tottoli

Rector



Date: 09 June 2022

Date: 06 GIU. 2022

EXCHANGE AGREEMENT

between

Caucasus University, LLC, Georgia

and

Università di Napoli "L'Orientale", Italia

On one hand, Caucasus University and on the other hand Università di Napoli "L'Orientale", recognize the educational and cultural exchanges, which can be achieved between the two universities, enter into this agreement to facilitate the exchange of students and scholars.

1. Definitions

- i) For the purposes of this agreement, "home" university shall mean the university at which the student intends to graduate and "host" university shall mean the university that has agreed to accept the student from the home university.
- ii) Semester or academic year shall normally refer to the period relevant to the host university.

2. Purpose of the Agreement

- i) The general purpose of this agreement is to establish specific educational relations and cooperation between the two participating universities. This will promote academic linkages and enrich the understanding of the culture of the two countries concerned. In addition, to cooperate in the field of scientific and research development by participating jointly in scientific projects and jointly organising practical scientific conferences.
- ii) The purpose of exchanges between faculty members is to promote collaborative research, other educational developments and to further mutual understanding.
- iii) The purpose of each student exchange is to enable students to enrol in subjects at the host University for Credits, which will be applied towards their degree at their home university.

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3. Responsibilities of Participating Universities and Students

Each university shall undertake all those measures deemed to be reasonable to give maximum effect to this exchange programme.

- i) Each university agrees to accept and enrol exchange students on all levels of education as full-time "non-degree" students for the duration of their exchange.
- ii) Each student will be provided with the same academic resources and support service that are available to all students at the host university. Each University shall make every reasonable effort to assist in participating under the terms of this agreement in providing advice and supporting in accordance with its practices.
- iii) It will be the responsibility of each student to obtain official approval from his or her home university for subjects taken at the host university.
- iv) Exchange students will be subject to the rules and procedure as specified by the host university for the academic period in which the student enrolls. The home university will be responsible for all matters concerning credit for subjects taken.
- v) Exchange students will be subject to local and national laws of the region and the host country.
- vi) Participating exchange students at both universities shall register through the normal registration procedures at the host university, but pay tuition at the home university. No tuition fees shall be payable to the host university.

4. Numbers

- i) Each university can send up to four students each academic year per program – i.e. either two students for one semester each or one student for a full academic year, during the period of the agreement.
- ii) In principle, the exchange of students will occur on a one for one basis. This number may vary in any given year, but over a fixed period of five years, the total number of students participating must balance.

5. Selection and Enrolment of Students

It is expected that only students of high academic quality will be selected by the home university to participate in an exchange programme. The home university will screen applications from its student body for exchange. Students, both undergraduate and graduate, are eligible to participate if they:

- i) For Undergraduate Studies, students should have completed minimum one year of studies at their home university.
- ii) For Graduate Studies, students should have completed and passed what compares to three years of university studies within the relevant field.
- iii) Are enrolled at their home and host university for the full period of the exchange.
- iv) Have an enrolment proposal, approved by their home faculty and host university, and are deemed academically qualified to successfully complete the nominated subjects at the host university. Each university will inform the relevant International Office of subject availability, including enrolment limitations and conditions.
- v) Have obtained agreement from their home faculty, that upon successful completion of the subjects at the host university, full credit will be granted towards the degree at their home university.
- vi) Each university will meet the required deadlines for communicating the other part how many and which students have been selected for exchange. The host university reserves the right of final approval on the admission of a student. Where appropriate, the host university will establish language proficiency standards.

6. Financial Responsibilities of the Host University

- i) Exchange students will be provided with the following, by the host university, at no cost to the student:
 - attending lectures and taking an examination
 - orientation programme
 - statement of results

7. Financial Responsibilities of Exchange Students

- i) Exchange students will be financially responsible for:
 - travel to and from the host university
 - books, stationery, etc.
 - travel documentation, visas, etc.
 - accommodation and living expenses
 - health coverage relevant to the exchange situation

Insurance will be the responsibility of the individual student. Students must show proof of health insurance that is valid abroad in order to be exempt from health insurance payments at the partner university.

The home university shall satisfy itself that a candidate for exchange has the ability to meet all his or her financial responsibilities as detailed above. This may include provision for a period of vacation if a student is participating in an exchange, which spans two semesters.

8. Accommodation

Incoming students will be guaranteed help in finding accommodation in a student hall of residence or, alternatively, in appropriate accommodation on a private basis or other appropriate housing. Students will be made aware that they are responsible for all costs associated with accommodation.

9. Dependents

It is not anticipated that spouses and dependents will accompany an exchange student. Where such an arrangement is proposed, it is subject to the approval of the host university on the understanding that all additional expenses incurred by accompanying spouses and dependents are the responsibility of the exchange student.

10. Faculty or Staff Exchanges

The two universities agree in principle to the possibility of exchanges by general staff (administrative) and faculty members. The details of such arrangements will be negotiated at the appropriate time and will be governed by the university staffing rules and relevant approval processes. The participating universities shall not be responsible for any private arrangements made by participating staff members covering exchange of accommodation, cars, etc.

11. Exchange Programme Review

Both universities will be responsible for a regular review of the exchange programme at least once every year. The review is essential in order to make appropriate and mutually agreed upon modifications as may be required and to identify new opportunities for co-operation in scholarship and research.

12. Intellectual Property

Each university retains exclusive rights to the use of its intellectual property, unless otherwise assigned or licensed in writing to the other university.

13. Period of Agreement

This agreement will come into effect from the date of signature by both parties and will remain in force for an initial period of five (5) years. Thereafter, it shall be automatically renewed from year to year. The agreement may be terminated by either party provided a written notice is given to the other party six-months in advance. Both universities will honor acceptances offered to exchange students before the termination of this agreement for enrolment in the academic year following termination of the agreement on the terms that would have applied if the agreement had not been terminated.

14. Responsible Persons

The responsible person at administrative level at Caucasus University is the Director of Foreign Relations Department, Irena Melua.

The responsible person at administrative level at Università di Napoli "L'Orientale" is the Head Office of International Relations and Scientific Research Office, Vittorio Carpentiero.

15. Choice of law and venue

This Agreement shall be governed by and construed in accordance with the law of the country where the defendant party has its principal place of business excluding its conflict of law provisions to the extent such provisions would apply the law of another jurisdiction. Each of the parties irrevocably submits to the jurisdiction of the courts of the country of the defendant party. Such court shall also have jurisdiction in the event of counterclaim made by the defendant in the legal action.





16. Language of the Contract

In case this agreement is translated into other languages than English and in the event of conflict between the English and the alternative version, the English version shall prevail.

17. Signatures

This agreement constitutes the entire agreement between the parties. No amendments, consent or waiver of terms of this agreement shall bind either party unless in writing and signed by all parties.

The agreement has been accepted by both parties and supersedes any existing exchange agreement.

<p>Università di Napoli "L'Orientale", Italia</p>   <p>Prof. Roberto Tottoli Rector</p> <p>Date: 06 GIU. 2022</p>	<p>Caucasus University, LLC, Georgia</p>   <p>Dr. Kakha Shengelia President</p> <p>Date: 09 June 2022</p>
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