



## Collaboration Agreement

between

**Agricultural University of Georgia (AUG)**

and

**Mendel University in Brno (MENDELU)**

On the one hand, the Agricultural University of Georgia (hereinafter referred to as AUG), represented by its rector Mr. Lasha Gotsiridze and on the other hand, Mendel University in Brno (hereinafter referred to as MENDELU), represented by its rector Mr. Ladislav Havel, jointly referred to as the Parties,

Whereas that AUG and MENDELU recognize the importance of the development and enhancement of cooperation in the field of education, culture and science between international research institutions and confirm their substantial interest in establishing official ties between the two Parties,

Whereas that both institutions have common or complimentary objectives in areas of research, teaching and technological development, and, therefore, the collaboration will allow them to take maximum advantage of their potential. The union of and coordination between the two institutions is of positive interest for both in terms of joining forces to establish paths of action that will mutually favour and benefit them.

Have agreed to conclude the following agreement:

### Article 1

1. The parties have agreed that they will initiate research projects of mutual interest, and assist each other in conducting research. The ultimate goal is to create intellectual property and submit of patent applications.
2. The aim of this agreement is to support activities of the Parties to the agreement in the range of research as well as reciprocal coordination while solving bilateral problems.
3. The Parties to the agreement cooperate according to the principles of equality, partnership and reciprocal benefits in the following ranges of cooperation, but not limited to it:
  - ✚ Exchange of Bachelor's, Master's and Ph.D. students
  - ✚ Exchange of faculty members, research/technical experts, consultants and administration employees
  - ✚ Preparation of joint grant applications and joint research projects
  - ✚ Exchange of scientific and teaching information in the field of joint research and educational interests
  - ✚ Preparation of joint scientific work and their publication
  - ✚ Preparation and carrying out of joint seminars, study courses or conferences with the participation of students of the faculties both the Parties as well as the other parties
  - ✚ Recognition of the ESTC (in the framework of summer schools, exchange programs and/or trainings) according to the local legislation.
  - ✚ Organisation and participation of joint academic and scientific activities such as seminars and conferences; and

- 👉 Any other activity viewed to be mutually beneficial.

## **Article 2**

The Parties shall exchange work plans, which includes cooperation for the period of five (5) years. The given plan includes specific conditions for carrying out all the main cooperation activity, stipulated by the present Agreement. They shall come into force upon their signing by the authorized Representatives of both the parties.

## **Article 3**

For the preparation and coordination of all the articles of the present Agreement both the Parties shall designate their authorized representatives. These representatives shall also prepare a work schedule for the employees, in accordance with Article 2.

## **Article 4**

1. The present Agreement shall not prescribe any financial obligations. Each of the Parties shall ensure the necessary funding for performance of the present Agreement. Conditions for funding of joint projects shall be specified for each project individually, by mutually signing separate contracts.
2. The Parties will jointly and separately seek funding from national or international bodies in order to finance the activities as scheduled. No activity may be performed without the proper financial resources.

## **Article 5**

1. Research outputs will be published in the public interest upon mutual agreement with obligatory acknowledgement of co-investigators. The two parties will encourage their researchers to develop joint research papers and other publications.
2. All research outputs and intellectual property developed through joint research efforts will remain the property of both parties and may be used by both parties with equal right, unless otherwise indicated by separate supplementary agreements.
3. Each party will not transfer to third parties or sell or commercialize in any form the intellectual property conceived or made during collaborative projects without prior written approval of the other party.

## **Article 6**

If there are any disagreements about the terms of this agreement or the operation of programs authorized by this agreement, both Parties agree to refrain from unilateral action, to consult with each other, and to negotiate in good faith a mutually agreeable resolution.

## **Article 7**

The Parties shall be released from liability for partial or full failure to comply with obligations laid down in the Agreement, where this is the result of the force majeure circumstances. As force majeure circumstances shall be recognized the circumstances arising beyond control and responsibility of the Parties, such as natural disasters, flood, fire, earthquakes, war, strikes and other circumstances beyond control of the Parties, as well as the decisions of national authorities or superior institutions or action, which precludes performance of the provisions of the Agreement, if these circumstances have originated during validity of the Agreement, and if none of the Parties has predicted and could predict the occurrence thereof. The term for performance of the Agreement shall be extended for the time of presence of force majeure circumstances, as well as, upon understanding between the Parties, for the time period that would allow full compliance with the obligations laid down in the Agreement. The Party, which

compliance with obligations laid down in the Agreement is prevented by force majeure, as soon as possible shall notify the other Party of the beginning and cessation of this period.

### Article 8

Both Institutions subscribe to the policy of equal opportunity and will not discriminate on the basis of gender, age, disability, race, color, religion, marital status, veteran's status, national or ethnic origin, or sexual orientation.

### Article 9


The present agreement shall be valid for the period of five (5) years from the date of the last signature and may be extended on the basis of a bilateral written agreement. After this period the results achieved shall be estimated. The renewal/extension of the present Agreement shall depend on the results of the evaluation and shall be agreed upon by both the Parties.

The Agreement may be terminated by the relevant bodies if one of the Party notifies another party in writing three (3) month prior to the cancellation of the Agreement. Nevertheless, the Agreement shall be denounced after the work schedule has been completed. The present Agreement may be amended on the basis of a written consent both the Parties.

The concrete future co-operation will be defined by separate supplementary agreement between Parties, which are Annexes and integral part of this Agreement. Any modification to the Annex may be made by direct agreement between the Parties and shall enter into force on the date specified by the said Parties.

In witness thereof, the undersigned, being duly authorized by their respective Universities, have signed and approved this Agreement.

FOR AGRICULTURAL  
UNIVERSITY OF GEORGIA

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Rector

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