



SOCIAL AND SCIENTIFIC COOPERATION PROTOCOL BETWEEN ERZURUM TECHNICAL UNIVERSITY AND SAMTSKHE-JAVAKHETI STATE UNIVERSITY

PURPOSE

Article 1.

The purpose of this protocol is to determine the principles of cooperation between Erzurum Technical University And Samtskhe-Javakhti State University covering education, science, art, sports and cultural fields, to increase the quality of education services by carrying out planned studies in all fields deemed appropriate by the parties and to ensure cooperation and coordination between the parties.

SCOPE

Article 2.

This protocol covers the procedures and principles of cooperation for scientific studies, research, projects and trips to be organised jointly by Erzurum Technical University and Samtskhe-Javakheti State University.

BASIS

Article 3.

The basis of this protocol:

Higher Education Law numbered 2547

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PARTIES

Article 4.

The parties to this Protocol are;

a) Erzurum Technical University Rectorate

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Address: Ömer Nasuhi Bilmen Mah. Farabi Bulvarı No:12 Yakutiye / ERZURUM

b) Samtskhe-Javakheti State University

Telephone: (+995)0365221990

Address: Akhaltsikhe, Georgia, Rustaveli str. 113

ABBREVIATIONS AND DEFINITIONS

Article 5.

In this protocol:

University (ETU): Erzurum Technical University,

University (SJUNI) Samtskhe-Javakheti State

University,

Protocol: It refers to the "Cooperation Protocol in Education" between Erzurum Technical University and Samtskhe-Javakheti State University.

LIABILITIES

Article 6.

The two universities have reached an agreement in order to develop mutual relations and cooperation in the following areas in accordance with their own regulations and authorities.

- 6.1.1 To carry out joint project studies for scientific or technological research.
- 6.1.2 To publish articles and papers based on the projects they will realise together.
- 6.1.3 To organise scientific, social and cultural meetings such as symposiums, congresses and conferences on joint projects and research activities.
- 6.1.4 Sharing of published academic materials, expanding studies in areas of mutual interest.
- 6.1.5 To organise special short-term academic programmes.
- 6.1.6 To encourage co-operation between the teaching staff and students of both universities within the framework of their mutual interest and understanding of research and education in the name of institutional benefit and to carry out the necessary visits.
- 6.1.7 To exchange their experiences in scientific organisations.
- 6.1.8 To organise joint project market events.
- 6.1.9 To carry out student and academic staff visits and exchanges in programmes such as ERASMUS and TOMER.

CONFIDENTIALITY AND PROTECTION OF PERSONAL DATA Article 7.

- 7.1 Regardless of whether the subject matter of this Protocol is realised or not and without obtaining the prior written consent of the other PARTY, all data and information, in particular trade, technical and financial secrets, including but not limited to confidential information acquired / to be acquired during and in connection with the performance of the Protocol.
 - 7.1.1 Without prejudice to the cases where the written consent of the Owner is obtained, they will not announce, disclose or allow access to third parties in any form, protect them in strict confidentiality, publish or disclose them in any way in the written or visual media;
 - 7.1.2 Not use the information/data, directly or indirectly, for any purpose other than the purpose of the relationship between the parties and this Protocol and not allow the information/data to leave their possession, custody or control;
 - 7.1.3 It accepts, declares and undertakes that they will ensure that they take and maintain all kinds of security measures to protect the information/data from use and misuse by unauthorised persons.
- 7.3 The parties shall transfer the personal data transferred to each other or obtained on behalf of each other under the contract to third parties only when necessary for the performance of the contract. If it receives any request/application from the relevant persons regarding personal data, it will notify the other party as soon as possible and within three days at the latest. The parties are obliged to ensure data security during such transfer.
- 7.4 The obligations regarding confidentiality and protection of personal data set out in this clause shall remain valid indefinitely after the termination of the Protocol.

CASES WHERE THERE IS NO PROVISION AND DISPUTE Article 8.

- 8.1. Within the scope of this protocol, the parties will not charge each other (except in predetermined cases) under the name of costs, expenses and other names.
- 8.2.Other issues to be determined and requested during the implementation will be arranged by mutual negotiations between the Parties.
- 8.3. Any disputes that may arise from the implementation of the Protocol shall be resolved primarily in accordance with the relevant legislation, and in the absence of provisions in the relevant legislation, within the framework of good faith, mutual understanding and reconciliation rules between the parties. If this is not possible, Erzurum Courts and Erzurum Enforcement Offices are authorised to resolve disputes.

<u>DURATION, EXPIRY AND TERMINATION OF THE PROTOCOL</u> Article 9.

- 9.1. This protocol will be valid for 3 (three) years from the date of signature. At the end of the term, this protocol will automatically expire without any objection and notice of the parties. At the end of the term, the protocol period can be extended with the agreement of the parties.
- 9.2. In cases of force majeure, an additional period of maximum 30 days may be granted with the agreement of the parties in order to fulfil the obligations in the protocol or the protocol may be terminated by the parties.
- 9.3. The parties are authorised to terminate the protocol unilaterally, provided that they notify the other party in writing 15 days in advance with the reasons that they cannot fulfil their commitments for any reason, except in cases of force majeure after the protocol is made.

EFFECTIVENESS

Article 10.

This protocol has been signed by the authorities of the following institutions.

This protocol enters into force from the date of signature by the parties. This protocol consists of 10 (ten) articles and 6 (six) pages and after being fully read and understood by Erzurum Technical University and Samtskhe-Javakheti State University, it was signed in duplicate on 13/10 /2023 and one copy was retained by the parties.

PARTIES

Samtskhe-Javakheti State University

Prof. Maka Beridze

Rector

Erzurum Technical University

Prof. Dr. Bülent

Rector