

MEMORANDUM OF UNDERSTANDING ON COOPERATION

This Memorandum of Understanding (MoU) on Cooperation is entered into on the **04th February 2015**

BY AND BETWEEN:

1. **Azerbaijan Technical University**, with registered office in Huseyn Javid avenue, 25, Baku, Azerbaijan;
2. **Yerevan State University**, with registered office in 1 Alex Manoogyan, Yerevan, 0025, Armenia;
3. **Technical University of Moldova**, with registered office in bd. Stefan cel Mare 168, MD-2004, Chisinau, Moldova;
4. **Brest State Technical University** with registered office in Moskovskaya, 267, Brest, Belarus;
5. **Belarussian Trade and Economics University of Consumer Cooperatives**, with registered office in Prospekt Oktyabrya, 50, Gomel, 246029, Belarus;
6. **Georgian Technical University**, with registered office in Kostava Str.77, 0175 Tbilisi, Georgia;
7. **Kyrgyz State Technical University named after I. Razzakov**, with registered office in Mira avenue, 66, Bishkek, Kyrgyzstan;
8. **Aleksandras Stulginskis University**, with registered office in Universiteto str. 10, LT-53361 Akademia, Kaunas district, Lithuania;
9. **Lublin University of Technology**, with registered office in Nadbystrzycka 38, Lublin, Poland;
10. **College of Logistics**, with registered office in Palackého 1381/25 750 02 Přerov I – Město, Czech Republic;
11. **Dokuz Eylul University**, with registered office in Tinaztepe Campus Buca 35160 Izmir, Turkey;
12. **Lutsk National Technical University**, with registered office in Lvivska 75, 43018 Lutsk, Ukraine

Above mentioned education institutions are hereinafter further referred as the “Parties”, expressing their mutual interest and willingness in establishing and promoting bilateral ties.

WHEREAS, the Parties share similar missions and wish to cooperate in areas of mutual concern to enhance the effectiveness of their development efforts;

NOW, THEREFORE, the Parties agree to cooperate as follows:



Article I

Purpose of the MoU

The purpose of this MoU is to provide a framework of cooperation and facilitate collaboration between the Parties, on a non-exclusive basis, in areas of common interest.

The overall objective of the Memorandum is to strengthen the competitiveness of improving education in the field of transport and logistics transport. It includes, but not limited to, the following:

1.1 Developing and sustaining a formation platform for communication and exchange of information and knowledge in the TRACECA countries about freight transport, trade and transport facilitation and transport safety.

1.2 Enhancing capacity of the Parties. Other fields of training can be related to legal harmonization and approximation, financial evaluation and investment policy.

1.3 Promoting the concept of CAMPUS which will serve the sustainability of the capacity strengthening beyond the TA projects life cycle and optimize the application of the resources through widening the dissemination to a broader diameter of professionals in the beneficiary countries.

Article II

Areas of Cooperation

The co-operation between Parties within this Memorandum shall be in the following areas of activity:

Responsibility of the Parties:

The Parties agree to cooperate on the following activities:

2.1 Support the awareness and educational activities on TRACECA in their respective countries, especially among the youth, representatives of the bodies of local self-government and in the higher educational institutions.

2.2 Support the involvement of the scientific-pedagogical staff and students of the Parties towards familiarization, analysis and generalization of the experience knowledge in the TRACECA countries in freight transport, improving efficiency of the border crossing points, trade and transport facilitation and transport safety, at the same time highlighting both experiences and practical achievements of TRACECA.

2.3 Participate in preparation and holding of the scientific and practical conferences, roundtables, workshops, other activities aimed at discussing the educational programmes, curricula, contents and methodical materials on teaching.

2.4 Involve students in writing research papers; bachelor and diploma level thesis on transport and logistics transport.

2.5 Support teachers of the University to fill the platform CAMPUS.

2.6. Provide technical and training support for coordination of the activities on introduction of the platform CAMPUS.

2.7. Provide access of the representatives of the Parties to contemporary global and national knowledge.

2.8. Assist in raising public awareness, holding policy/legislation related activities, conducting training, making publications and carrying out other activities within framework of this MoU.

2.9. Provide consultative services of national and international experts and training/technical support to the University as necessary to build its capacity.



Article III

Consultation and Exchange of Information

3.1 The Parties shall, on a regular basis, keep each other informed of and consult on matters of common interest, which in their opinion are likely to lead to mutual collaboration.

3.2 Consultation and exchange of information and documents under this Article shall be without prejudice to arrangements, which may be required to safeguard the confidential and restricted character of certain information and documents. Such arrangements will survive the termination of this MoU and of any agreements signed by the parties within the scope of this collaboration.

3.3 The Parties shall, at such intervals as deemed appropriate, convene meetings to review the progress of activities being carried out under the present MoU and to plan future activities.

3.4 The Parties may invite each other to send observers to meetings or conferences convened by them or under their auspices in which, in the opinion of either party, the other may have an interest. Invitations shall be subject to the procedures applicable to such meetings or conferences.

3.5 The Parties shall take all necessary measures in order to provide a prompt and as full a reply as possible. They shall notify one another about the circumstances preventing or delaying the fulfillment of a request for assistance.

Article IV

Implementation of the MoU

4.1 The implementation of the specific activities are envisioned hereunder, the Parties shall conclude cost-sharing agreements in accordance with the applicable regulations, rules and procedures, which shall specify the costs or expenses relating to the activity and how they are to be born by the Parties. Further, the cost-sharing agreements shall include a provision making reference to this MoU, which is applicable to the cost-sharing agreements and the projects/programmes financed there from.

4.2 Parties affirm that all activities will be carried out on the basis of project documents agreed among them.

4.3 The costs of public relations activities relating to the partnership, that are not otherwise addressed by a specific cost-sharing agreement concluded hereunder, will be the responsibility of Parties.

4.4 Neither Party shall be an agent, representative or joint partner of the other Party. Neither Party shall enter into any contract or commitment on behalf of the other Party and shall be solely responsible for making all payments to and on behalf of its own account, as provided under this MoU and under cost-sharing agreements concluded hereunder.

4.5 Each Party shall be responsible for its acts and omissions in connection with this MoU and its implementation.

Article V

Term, Termination, Amendment

5.1. The proposed cooperation under this MoU is non-exclusive and takes effect, as defined in Article XI. The MoU can be terminated by either party upon two months notice in writing to the other party.

5.2. In the event of termination of the MoU, any cost-sharing or project cooperation agreements, and any project documents concluded pursuant to this MoU, may also be terminated in accordance with the termination provision contained in such agreements. In such case, the Parties



shall take the necessary steps to ensure that the activities carried out under the MoU, the cost-sharing agreements, and project documents are brought to a prompt and orderly conclusion.

5.3. This MoU shall expire when Parties sign a binding document at a further stage of the cooperation.

5.4. This MoU may be amended in writing by the Parties through mutual written agreement.

Article VI

Notices and Addresses

All communications, notifications, demands or others between the Parties under this Memorandum shall be done in writing sent by certified mail to addresses of the Parties. For the purpose of this Memorandum, if a party changes its address or other relevant information, it will give notice to the other party in due time.

Article VII

Settlement of Disputes

Any differences between the Parties that may arise concerning the interpretation and/or application of this Memorandum shall be settled amicably by the Parties.

Article VIII

Miscellaneous

This MoU and any related co-financing agreements and project document comprise the complete understanding of the Parties in respect of the subject matter in this MoU and supersede all prior agreements relating to the same subject matter. Failure by either Party to enforce a provision of this MoU shall not constitute a waiver of that or any other provision of this MoU. The invalidity or unenforceability of any provision of this MoU shall not affect the validity or enforceability of any other provision of the MoU.

Article IX

Legal Nature of the Memorandum

This MoU does not compose and cannot compose a legally binding and enforceable commitment between the parties, however the parties will recognize the facts that it represents and their intentions to follow the obligations created.

Cooperation between the Parties under this MoU is subject to the respective laws of the jurisdictions of the Parties and, in particular, those protecting confidential information and business secrets.

Article X

Entry into Force


This Memorandum is effective upon signatures of all parties.




IN WITNESS WHEREOF, the duly representatives of the Parties affix their signatures below




Azerbaijan Technical University
By: Mr. Rauf Mammadov,
Head of Motor Vehicles Department



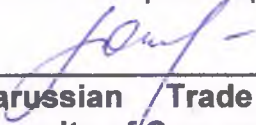
Yerevan State University
By: Mr. Vache Kalashyan,
Head of the Professional Training Department



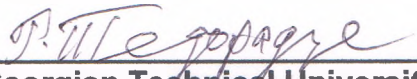
Technical University of Moldova
By: Mr. Victor Ceban,
Head of Transport Department



Brest State Technical University
By: Mr. Aliaksandr Drahan,
Dean of Mechanical Engineering Faculty



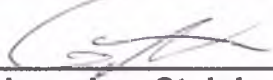
Belarussian Trade and Economics University of Consumer Cooperatives
By: Mr. Mikalai Aksianchuk,
Vice-dean of the Faculty of Commerce




Georgian Technical University
By: Mr. Rezo Tedoradze,
Deputy Director of Department of Logistics



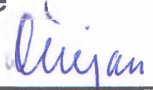
Kyrgyz State Technical University named after I. Razzakov
By: Mr. Bekzhan Torobekov,
Vice-rector on Development Affairs



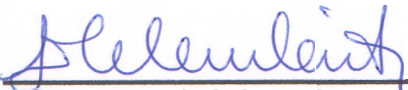
Aleksandras Stulginskis University
By: Audrius Gargasas,
Prof. of Business and Rural Development Management Institute



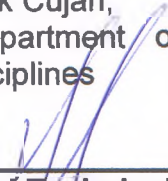
Lublin University of Technology
By: Ms. Marzenna Dudzinska,
Deputy Rector for Scientific Affairs



College of Logistics
By: Mr. Zdeněk Čujan,
Head of Department of Logistics and Technical Disciplines



Dokuz Eylül University
By: Ms. A. Güldem Cerit,
Dean of the Maritime Faculty



Lutsk National Technical University
By: Ms. Zoryaha Gerasymchuk,
Vice-rector

