



Memorandum of Understanding

between

Forschungszentrum Jülich GmbH
52425 Jülich

– hereinafter referred to as JÜLICH –

and

Ministry of Education, Science, Culture and Sport of Georgia

– hereinafter referred to as MESCS –

Preamble

A Letter of Intent (LoI) (see Annex 1) was signed in June 2018 by Forschungszentrum Jülich (FZJ) (Chairman Board of Management, Prof. Dr. Ing. W. Marquardt) and the Ministry of Education, Science, Culture and Sport of Georgia (MESCS) (Minister Prof. Dr. M. Chkhenkeli) to support and further develop the long-term scientific and educational cooperation in the framework of the Georgian-German Science Bridge (GGSB). The major request of the LoI was/is to prepare an update of the existing Memorandum of Understanding (MoU) for a continuation and the further development of the very successful collaboration between Georgian universities and institutes of Forschungszentrum Jülich.

Partners

JÜLICH, represented by the Board of Management, and MESCS, represented by the Minister, intend to enter into specific negotiations on the contracts to be concluded, currently involving the following partners (which can be broadened on mutual agreement):

a. Forschungszentrum Jülich

- Institute of Bio- and Geosciences (IBG), in particular IBG-2 (U. Schurr, H. Scharr)
- Institute of Energy and Climate Research (IEK), in particular IEK-8 (A. Kiendler-Scharr, A. Wahner)
- Institute of Neuroscience and Medicine (INM), in particular INM-4 (J. Shah) and INM-5 (B. Neumaier)
- Institute for Nuclear Physics (IKP), in particular IKP-2 (H. Ströher)
- Central Institute for Engineering, Electronics and Analytics (ZEA), in particular ZEA-1 (G. Natour) and ZEA-2 (S. van Waasen)
- Pupils laboratory (JuLab)

b. Georgian Universities

- Agricultural University of Georgia (AUG), represented by its rector (V. Lejava)
- Georgian Technical University (GTU), represented by its rector (D. Gurgenedze)
- Ilia State University (ISU), represented by its rector (G. Zedania)
- Kutaisi International University (KIU), represented by its rector (A. Tevzadze)
- I. Javakhishvili Tbilisi State University (TSU), represented by its rector (G. Sharvashidze)

c. **LEPL Shota Rustaveli National Science Foundation of Georgia (SRNSFG)**

SRNSF serves as the Georgian managing body of GGSB.

I. **Subject matter of the negotiations**

(1) Research

The main (but not exclusive) objective of the future research part of the GGSB is to focus towards one of the Grand Challenges facing society (“Health as a Global Challenge – Contributions by the GGSB”) under the acronym GGSB_PLUS (called the PROJECT below).

- a. Atmospheric research: Continuation of the SMART|AtmoSim_Lab at TSU, including implications for health of the Georgian population (detailed in ANNEX 2)
- b. Fundamental research: Continuation of the SMART|EDM_Lab at TSU; refocus on “Equipment Development for Medicine” in conjunction with the planned Hadron Therapy Center at KIU (outlined in ANNEX 3)
- c. Biomedical research: Foundation of a SMART|BioMedImage_Lab at one of the mentioned universities with focus on diagnostics (medical imaging) and treatment of tumors (motivation and in-depth description see ANNEX 4)
- d. Applied research: Foundation of a SMART|Tech_Lab at AUG to support the KIU therapy Center at its two sites in Kutaisi and Tbilisi (ANNEX 5).
- e. Supercomputing, data analysis, and machine learning: Initialization of a group at KIU.

In the long-term it is planned to merge the interdisciplinary SMART|Labs into a SMART|Hub in order to foster cooperation and synergetic exchange between the labs.

(2) Education

- a. Student exchange: Continuation of the highly successful exchange program for Bachelor, Master and PhD students, co-financed (50:50 share) by JÜLICH (host institutes) and MESCS (via SRNSFG).

- b. Topical Workshops and Summer Schools
- c. Education weeks (Quali-Startup Lectures/Practices)
- d. JuLab Workshops

(3) Knowledge (and equipment) transfer

- a. GE Cyclotron transfer from FZJ to KIU (Tbilisi site)
- b. Equipment for SMART|Labs
- c. Scientific and technological consulting, i.p. for the therapy center

II. Legally binding provisions

1. With the exception of the following provisions, no legal obligation for either of the parties can be derived from this MoU. In particular, there is no obligation to conclude the contracts specified under I.
2. Either party shall bear its own internal and external costs incurred in connection with the negotiations and other relevant measures. Either party shall be entitled to terminate the negotiations at any time without giving reasons, provided that a declaration in writing to this effect is presented to the other party.
3. In case of failure to materialize the PROJECT or to comply with the time schedules agreed upon, the parties shall not bring forward any claim against one another, irrespective of the legal basis. This shall apply, in particular, to claims for damages or the reimbursement of costs due to failure to conclude the contract. The parties, moreover, shall not be liable for information not being provided at all, or not in good time, or being provided in a faulty manner.
4. Either party shall treat the negotiations and the contents of this MoU confidentially, unless the other party has given its prior written consent to a publication.
5. Either party shall use all and any information obtained from the other party within the framework of the discussions and negotiations exclusively for the purposes (see Preamble) for which it has obtained such information, shall not disclose it to third parties and shall protect it like its own trade secrets. This obligation shall not apply to information that is generally known, information that has been provably derived independently by the

party receiving such information, or information lawfully obtained from third parties without infringing any obligation of confidentiality. This obligation shall not be applicable either in case a party is compelled to disclose the information obtained on the grounds of legal provisions. This obligation shall be valid for a period of six (6) years after this MoU has ceased to be in force.

6. Any modifications to this MoU shall be made in writing in order to become valid. The form requirement can only be waived by agreement in writing.
7. This MoU shall enter into force on the date of signature by both parties. It shall cease to be valid upon conclusion of all contracts required for the implementation of the project and in case the negotiations are terminated, at the latest, however, on 31st of December 2026 (31/12/2026). However, the provisions on confidentiality shall remain valid.
8. Should a provision of this MoU be or become ineffective, this shall not affect the validity of the other provisions. The parties undertake to replace such ineffective provision by an effective provision as close as possible to the regulation purpose of the ineffective provision.
9. This MoU is subject to the competent German authority granting any approval which may be necessary for the transfer of objects, know-how, and software to Georgia or technical assistance or Georgian nationals under the relevant export control provisions.
10. The exclusive place of jurisdiction for all disputes arising from this MoU shall be Jülich.

Tbilisi, 30.04 2020

Ministry of Education, Science, Culture and Sport of Georgia



Mikhail Chkhenkeli

Minister of Education, Science, Culture and Sport of Georgia

Forschungszentrum Jülich GmbH



Wolfgang Marquardt

Chairman, Board of Directors, FZ Jülich



Hans Ströher

Director, IKP-2, FZ Jülich