

Academic staff affiliation rule and conditions of the European University LLC

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## Article 1. General provisions

- 1. The Rule and conditions of the affiliation of the European University (hereinafter referred to as the Rule) are based on the "Provision on Authorization of Educational Institutions" approved by the Order of the Minister of Education and Science of Georgia N 99/n from October 1, 2010, current legislation and internal legal acts of the University.
- 2. This Rule governs the rules and conditions for the affiliation of the academic staff of the European University (hereinafter referred to as the University) and sets out the rights and responsibilities of the academic staff and the University concerning affiliation.
- 3. Affiliation means a written agreement between the University and an academic position holder, by which each academic person determines his or her affiliation only with the European University, participates in the development of society, and shares knowledge on its behalf.
- 4. The affiliated academic staff of the European University consists of affiliated professors, affiliated associate professors, affiliated assistant professors, and affiliated assistants.
- a) Affiliated staff (affiliated professor, affiliated associate professor, affiliated assistant professor) participate in the teaching process and scientific / research activities or lead them.
- b) Under the guidance of a professor, associate professor, or assistant professor, the affiliated assistant carries out seminars (work in a working-group) and scientific/research activity in the main educational unit within the framework of the current educational process.
- 5. The results of the scientific / research activities of the academic staff who enter into a written affiliation agreement with the European University will be credited to the European University only, regardless of their participation/promotion in preparation or publication by another highereducation institution or organization/institution.
- 6. The University is entitled to terminate the affiliation agreement with the affiliated academic staff in the case of signing by him/her an affiliation agreement with another educational institution and to claim a refund.
- 7. The University facilitates scientific-research activity of affiliated academic staff.

### Article 2. Definition of Terms

a) Affiliated academic staff - an academic position holder who has signed an Affiliation Agreement with the University;

b) Affiliation Agreement – a written agreement, which drawn up between the University and an academic position holder determining rights and responsibilities of parties related to affiliation;

## Article 3. Rights and responsibilities of the University affiliated academic staff

- 1. The affiliated staff of the University is authorized to carry out the following activities in the higher education institution:
- a) to carry out teaching, research and creative activities;
- b) to participate in the process of developing the relevant educational program;
- c) to participate in the grant research competition announced by the European University in accordance with the established rules;
- d) apply to the Council of the relevant Faculty for funding of scientific-research activities;
- e) To exercise other powers granted to him by the legislation of Georgia, the legal acts of the university and the affiliation agreement.
- 2. Affiliated staff of the University shall:
- a) To follow the requirements stipulated by the internal regulations of the university and other legal acts;
- b) to follow the code of ethics and disciplinary responsibility;
- c) to fulfill the duties imposed by the labor contract and other legal acts;
- d) to carry out basic educational as well as research/scientific activities on behalf of the university, the (research) results of which will be credited to the university;
- e) to carry out scientific activity during the academic year with the minimum amount of points established in the "Rules for the evaluation of academic and visiting staff of European University LLC";
- f) to submit to the authorized structural unit reports and documents/evidences about the carried out scientific activities in accordance with the "Evaluation Rules for Academic and Visiting Staff of European University LLC";

- g) To participate in the processes of community development and knowledge sharing on behalf of the university;
- h) participate in various activities on behalf of the university;
- i) in accordance with the internal legal acts of the university, to be involved in decision-making processes regarding educational, research and other important issues in the university;
- j) Be actively involved in student counseling and academic/scientific guidance processes.
- 3. Violation of the requirements of this rule may result in the termination of the affiliation agreement and/or the imposition of a disciplinary penalty provided for in the bylaws of the European University LLC.

## Article 4. Scientific-research activities of affiliated academic staff of the university

The scientific-research activities of the affiliated academic staff are:

- a) Carrying out independent research, which is reflected in the preparation of a scientific/research product (patent, scientific article, monograph, conference abstract, etc.) relevant to the discipline and sharing it with the scientific and general public (presenting at local and international scientific conferences/symposia/forums, refereeing and by publishing a scientific work in peer-reviewed scientific journals, etc.);
- b) cooperation with the network of researchers relevant to the discipline (membership of the scientific academy, association relevant to the discipline, etc.);
- c) development, planning and implementation of research projects individually or together with a group of researchers, both locally and internationally;
- d) Discipline related knowledge development and sharing, which is manifested in conducting and/or participating in symposia/workshops/workshops/discussions/debates/webinars by affiliated academic staff;
- e) sharing one's own experience and knowledge with the university's academic, visiting, scientific staff in order to develop and strengthen their scientific-research skills;
- f) supporting students in order to develop their scientific-research skills (preparing/guiding students for local and international scientific conferences, guiding, reviewing, and co-authoring students' scientific publications, involving students in scientific/research projects, etc.);
- g) reviewing scientific works (monographs, master's and doctoral theses, etc.) relevant to the discipline;
- h) Editing and review of refereed and peer-reviewed scientific journal(s).

## Article 5. Rights and obligations of the University

- 1. The University is obliged to:
- a) take care of continuous professional development of the affiliated academic staff;
- b) facilitate the participation of affiliated academic staff in discussing significant topics for the community, conducting expert and consulting services, and promote activities to ensure lifelong learning.
- c) facilitate the participation of affiliated academic staff in community development and knowledge sharing processes;
- d) facilitate the implementation of scientific/research activities of affiliated academic staff;

- e) fund priority scientific research;
- f) ensure loading of affiliated academic staff with academic courses as much as possible;
- g) ensure a healthy and safe working environment.
- 2. Affiliated academic staff, in case of accumulation of the minimum number of points determined by the scientific activities determined by the "Rule of evaluation of academic and visiting staff of the University of Europe LLC" each year, will be given appropriate compensation: affiliated professor in the amount of 3000 GEL, affiliated associate professor in the amount of 2500 GEL, affiliated assistant in the amount of 1500 GEL. 1.

<sup>1</sup> If the affiliated academic staff of the European University is a research fellow of the European University and his / her publication / research paper is reimbursed under the contract of the researcher, the affiliated academic staff will no longer be reimbursed for the affiliation fee. And if the amount of affiliation exceeds the salary ofthe researcher, the difference between the amount will be reimbursed.

#### 3. The University is authorized to:

- a) demand from its affiliated academic staff to fulfill their obligations under a signed agreement;
  - b) demand from affiliated academic staff to carry out essential educational, research-scientific activities in the amount determined by the agreement and "Evaluation of staff scientific-research and academic activities", and the results of his/her research to be credited to the EuropeanUniversity.
  - c) following the concluded agreement, terminate the affiliation agreement with the affiliated academic staff of the University, who will sign the affiliation agreement with another educational institution.
  - d) in case of violation of the affiliation conditions by the affiliated academic staff, apply a disciplinary sanction against them, following the concluded agreement and the norms envisaged by the legal acts of the University.

## Article 6. Affiliation of elected at the University academic staff

- 1. Staff holding an academic position at the University at the time of entry into force of this Rule are authorized, subject to the will of the University, to enter into an affiliation agreement with the University.
- 2. Affiliated academic staff is authorized to teach in another higher educational institution by agreement with the university, but the average weekly workload does not exceed 10 hours. In the event that his lecture hour load at the European University is not complete, he is entitled to increase the lecture load at another higher education institution so that his hourly load does not exceed the total number of hours to be taken at the European University and the other higher education institution
- 3. The University, through the QMS database, monitors the academic/teaching workload of University-affiliated academic staff at other higher education institutions.

## Article 7. Affiliation of academic staff to be elected through a competition at the University

The person elected to the academic position after participating in the competition for the academic position at the university, according to the will of the University, is entitled to confirm the affiliation with the University in writing.

## Article 8. University Affiliated Academic Staff workload scheme

1. The maximum semester workload of affiliated academic staff defined by the following scheme:

a) Affiliated Professor:

Academic activity - no more than 315 hours per semester (an average of 21 academic hours per week);

b) Affiliated Associate Professor:

Academic activity - no more than 360 hours per semester (an average of 24 academic hours per week);

c) Affiliated Assistant Professor:

Academic activity - no more than 405 hours per semester (average 27 academic hours per week);

d) Affiliated Assistant:

Academic activities, internships, group work, and seminar work under the guidance of a professor, associate professor or assistant professor - not more than 405 hours per semester (average of 27 academic hours per week (practical / group work hours, etc.)

## Article 9. Affilliate Agreement Form

- 1. The form of the affiliation agreement with the University is approved by the Rector of the University.
- 2. To ensure compliance with the requirements of the rules and conditions of academic staff affiliation and due to other legal needs within the framework of activities at the university, the applicant's consent "On the processing of personal information" (form of the letter) approved by the Rector of the University (see. Appendix #1)
- 3. An act of agreement concluded between the University and the academic staff: See Appendix №2

# Appendix $N^{\circ}1$ - Applicant's consent to the processing of personal information

I express my consent for my personal information
being processed by the University during my employment contract with the European University
(hereinafter referred to as the University) to ensure compliance with the requirements of the
Affiliation Rule and other legal needs within the University.
The signature of the applicant
date

Αr	pendix	$N^{\circ}2$	-	Affiliation	A	greemen	t
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City of Tbilisi	"	" .20

#### Article 1. Parties to the Agreement

The	European U	Jniversity Lto	l. (hereinaft	er - "University") on the one hand and the acader	nic st	aff
of	European	University	Ltd		(ID	N
		) (he	reinafter - "	'affiliated"), on the other hand, according to the	Orga	nio
Law	of Georgia	a - "Labor Co	ode of Geor	gia", Law of Georgia on Higher Education, the	curr	en
legis	slation of C	Georgia and	the "Rules	and Conditions for Affiliation of European Un	nivers	sity
Aca	demic Staff"	, agree to the	following:			

#### Article 2. Subject of the Agreement

- 2.1 The Affiliate person under this Agreement agrees to be affiliated with European University Ltd.
- 2.2 The rights and responsibilities of the University and the affiliated person in matters of affiliation are defined in this Agreement and according to the "Rules and Conditions for the Academic Staff Affiliation of the European University".

#### Article 3. Rights - responsibilities of the parties

- 3.1 The affiliated person is obliged to:
- a) to define his/her affiliation only with the European University, to participate in the processes of community development and knowledge sharing on behalf of the University;
- b) in accordance with the internal legal acts of the university, to be involved in decision-making processes regarding educational, research and other important issues in the university;
- c) In accordance with the "Rule of Evaluation of Academic and Visiting Staff of the University of Europe LLC" to carry out scientific and research activities on a regular basis; In addition, the results of his scientific-research activity will be included in the European University;
- d) to be actively involved in the processes of providing consultations for students and guiding their academic and scientific-research activities;

- e) In accordance with the "Rules for the Evaluation of Academic and Visiting Staff of the University of Europe LLC", submit to the University the completed reports and documents/evidences of the scientific research activities carried out in the established form;
- f) In case of being elected as a member of the faculty council, to participate in the management of the higher educational institution, to be involved in decision-making processes regarding educational and scientific-research issues in accordance with the internal legal acts of the university;
- g) to follow the requirements stipulated by the internal regulations of the university and other legal acts;
- h) to follow the code of ethics and disciplinary responsibility;
- i) to fulfill the duties imposed by the labor contract and other legal acts;
- j) Regarding the termination of the affiliation agreement, the affiliated person is obliged to notify the university in writing at least one month in advance.
- 3.2 The affiliated person is entitled to:
- a) to carry out teaching, creative and scientific-research activities;
- b) to participate in the process of developing the relevant educational program;
- c) To exercise other powers granted to him by the legislation of Georgia and the legal acts of the University.
- d) In accordance with the "Rule of evaluation of academic and invited staff of European University Ltd", in case of accumulation of the minimum number of points determined in scientific-research activities, to request remuneration in the amount of \_\_\_\_\_\_ GEL<sup>2</sup>
- e) to participate in the grant research competition announced by the European University in accordance with the established rules.
- f) Apply for funding of scientific-research activity with the statement of the relevant faculty council.
- 3.3 The University is obliged to:
- a) to take care of the continuous professional development of the affiliated person;
- b) to facilitate the participation of the affiliated person in the discussion of important topics for the society, his implementation of expert and consulting services and activities promoting lifelong

<sup>&</sup>lt;sup>2</sup> If the affiliated academic staff of the European University is a research fellow of the European University and his / her publication / research paper is reimbursed under the contract of the researcher, the affiliated academic staff will no longer be reimbursed for the affiliation fee. "And if the amount of affiliation exceeds the salary of the researcher, the difference between amount will be reimbursed."

- c) to facilitate the participation of the affiliated person in the processes of community development and knowledge sharing;
- d) To facilitate the implementation of the affiliated person's scientific-research activity.
- e) to finance priority scientific researches;
- f) as far as possible, ensure the workload of affiliated academic staff with training courses;
- g) If the affiliated academic staff accumulates the minimum number of points determined by the "Rule of Evaluation of Academic and Visiting Staff of the European University Ltd" scientific activities every year, they will be given appropriate compensation.

#### 3.4 The University is entitled to:

- a) demand from the affiliated person to fulfill his / her obligations;
- b) to require the affiliated person to carry out basic educational and scientific activities. In case of non-performance of scientific activity for one year, to give a warning, and in case of non-performance of scientific activity for two consecutive years, to terminate the labor contract;
- c) At the beginning of each semester, require the affiliated person to present a document confirming the study load in another educational institution;
- d) In case of violation of the present agreement or intra-university legal acts by the affiliated person, apply the type of disciplinary punishment determined in accordance with the internal regulations of the university; And, in the case of signing an affiliation with another higher educational institution by the affiliated person, to terminate the present agreement on affiliation with him and demand compensation for damages from the affiliated person.
- 3.5. The scores of publications published by affiliate staff<sup>3</sup> that are not published on behalf of the European University will be deducted from its final score when calculating the minimum mandatory scores and the results will be used to decide whether to reimburse its affiliation. However, these publications are considered to be a research activity and if such publications accumulate mandatory scores, the affiliate staff will not receive a warning for non-compliance with the minimum requirements.

#### Article 4. Term of the agreement or its termination

- 4.1. The term of this Agreement defined by the duration of holding an academic position by the affiliated person;
- 4.2. The agreement may also be terminated in case of violation by the affiliated person the Labor Code of Georgia, the Law of Georgia on Higher Education, Code of Ethics and Disciplinary Liability, the rules and conditions of affiliation of the academic staff, and Internal Regulations of the European University.

<sup>&</sup>lt;sup>3</sup> The issue of awarding points is determined in accordance with the "Rules for the evaluation of the scientific-research and academic activities of the staff of the European University LLC"

#### Article 5. Additional and Final Provisions

- 5.1. In the case of a dispute between the parties, it shall be settled by negotiation; In case of failure to reach an agreement, the parties have the power to resolve the dispute through the court.
- 5.2 By signing this Agreement, the Parties confirm that it does not contain any vague provisions and that they are fully aware of and accept these conditions.
- 5.3 By signing this Agreement, the Parties confirm that they are familiar with the "Rules and Conditions for the Affiliation of Academic Staff of the European University" and the "Rules for the Evaluation of Scientific Research and Academic Performance of Staff".
- 5.4 Issues not regulated by this Agreement shall be resolved under applicable law.
- 5.5 Amendments to this Agreement shall be permitted only by the written consent of the Parties.
- 5.6. The Agreement is drawn up in the Georgian language, in two identical copies with equal legal force, to be handed over to each signatory party.

The University	Affiliated person
Ltd European	
University r/c 201954956	Name/Surname ID Nº
City of Tbilisi, Guramishvili Ave.№76	Address
City of Tbilisi, Sarajishvili street№17	
(signature)	(signature)