



MEMORANDUM OF UNDERSTANDING

between

EASTERN MEDITERRANEAN UNIVERSITY, NORTH CYPRUS

and

BABOL NOSHIRVANI UNIVERSITY OF TECHNOLOGY, Babol-IRAN

Eastern Mediterranean University (hereinafter called EMU) headquartering at Leonardo Da Vinci Sokak, Gazimağusa, North Cyprus and **Babol Noshirvani University of Technology** (hereinafter called **BNUT**) headquartering at Shariati St., Babol, Iran have agreed upon the general terms of the present agreement, in accordance with a mutual desire for cooperation and collaboration aimed at improving, strengthening and promoting relations between the two respective institutions.

Article I

Both institutions hereby express their intention to promote cooperation between academic members, students and research groups.

Article II

Within the framework of the fields of common interest, both institutions will abide by the following general principles of consideration:

1. Promoting and encouraging the exchange of academic staff and students for short and long term visits.
2. Exchanging invitations to scholars and students to participate in academic activities such as training courses, lectures, conferences, symposia, workshops, and exchanges of experience.
3. Facilitating exchange of experiences and opinions, to mutual benefit.
4. Promoting and encouraging activities of joint research in fields of common interest.
5. Exchanging research and educational data, where possible, to be used for education and training purposes.
6. The establishment of a joint degree program between interested departments of both institutions.

Article III

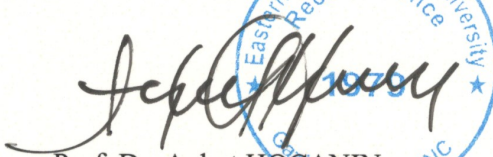
The precise nature and specific details of collaboration between the two universities, including topics of common activities and formalities concerning visits, exchanges, and other forms of cooperation, will be defined by mutual agreement in 'Agreements of Cooperation' which will be prepared by authorized official representatives of the faculties/departments at both institutions who wish to collaborate under the framework of this agreement.


Article IV

This agreement is written and signed in English in two copies. The present agreement will come into force as soon as it has been signed by the authorized representatives of the two institutions and will remain in force for a five-year period from the date of execution and may be renewed for an additional five-years upon mutual written consent. The agreement may be terminated by the authorized official representative of either institution by written notice. Such notice must be given at least three months before it becomes effective. Such termination shall not affect the completion of any activity underway at the time or the rights of individuals exchanged under this agreement, prior to the notice of termination.

On behalf of

Eastern Mediterranean University


Prof. Dr. Aykut HOCANIN
Rector





Date:

7 July 2021

On behalf of

Babol Noshirvani University of Technology


Prof. Dr. Javad Vaseghzadeh
Rector



Date:

9 August 2021



INTERNATIONAL STUDENT EXCHANGE PROGRAM AGREEMENT

BETWEEN

EASTERN MEDITERRANEAN UNIVERSITY, NORTH CYPRUS

AND

BABOL NOSHIRVANI UNIVERSITY OF TECHNOLOGY, IRAN

2021 - 2026

Eastern Mediterranean University (EMU), Famagusta, North Cyprus and Babol Noshirvani University of Technology (BNUT), Babol, Iran, hereinafter referred to collectively as “the Parties”, wish to establish a cooperative relationship, especially to develop the academic and cultural interchange between the two institutions in the form of an International Student Exchange Program Agreement. In accordance with the Memorandum of Understanding (MOU), the following mechanisms designed to encourage and facilitate the exchange of students are hereby established:

DEFINITIONS

- a) **Host Institution** – refers to the institution accepting the student
- b) **Home Institution** – refers to the institution sending the student
- c) **Exchange Students** – refer to the non-degree students exempt from paying tuition at the host institution and remain as candidates for degree at their home institution.
- d) **Study Abroad Students** – refer to the non-degree students paying full international student tuition and fees at the host institution and remain as candidates for degree at their home institution.
- e) **Participants** – refer to any exchange student or study abroad student participating in International Student Exchange Program as part of this agreement.
- f) **Academic Year** – refers to two semesters (namely, Fall and Spring)

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EMERGENCY PLAN

Each institution is required to have an emergency plan that provides for the safety of students and faculty on exchange. Twenty-four hour emergency contact information must be shared between the two institutions and updated annually.

PART I

OBJECTIVES OF COOPERATIONS

The objectives of the International Student Exchange Program Agreement between EMU and BNUT are:

- To develop closer ties between Northern Cyprus and Iran
- To expose students and faculties of the two universities to the cultures and environments of their counterparts in Northern Cyprus and Iran.

PART II

STUDENT EXCHANGE PROGRAM

1. ORGANIZATION:

The universities agree that:

- 1.1. Exchange conditions are exclusive to this International Student Exchange Program Agreement and shall not be applied to any other program existing between the institutions.
- 1.2. An equal number of undergraduate students will be exchanged for equal periods of time. Graduate student participation will be considered on a case-by-case basis. It is the intention that an equal number of students will participate in the program from each university in each academic year. In the event that an equal number is not possible in any academic year, the Universities may agree to carry an imbalance with the understanding that as soon as possible the exchange will be brought into balance by restricting the number of students sent or received.
- 1.3. The courses available to the students will be, within reason and in accordance with standard eligibility requirements, those courses of their choice in all fields of study.
- 1.4. Exchange students participating in the program will register and pay tuition and mandatory fees at their home university. Exchange students do not pay tuition and other mandatory fees at the host university. All other mandatory fees (accommodation, board, lab fees, etc.) at the host institution are to be paid by the student to the host institution. Students from either institution will be required to purchase insurance as required by the host institution.

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1.5. Study abroad students may be selected outside of the exchange quota on a full tuition-and-fees paid basis.

1.6. Travel between Famagusta, Northern Cyprus and Babol, Iran and vice versa is the responsibility of the student, and financial support for overseas travel will not form a part of this agreement. Neither university is responsible for any expenses incurred by participating students, including travel, living and accommodation, medical care, or personal expenses.

2. ADMINISTRATION OF THE AGREEMENT

2.1 Each University agrees to appoint an overall Program Coordinator/Manager to administer the arrangements set up under this Agreement. The Program Coordinator/Manager will serve as a contact person on campus, being responsible for arrangements associated with visit and ensuring that necessary approvals are in place. At the time of the signing of this Agreement, the Coordinator/Manager at EMU is the Manager of the International Student Exchange Programs and the Coordinator at BNUT is the Head of office of scientific collaborations and international affairs. Contact information for each Coordinator/Manager shall be listed on the signatory page of the agreement.

3. MAGNITUDE, TIMING AND DURATION OF EXCHANGES

3.1. The universities will exchange a maximum of 5 students each per semester within each academic year specified in clause 1.2.

3.2. Each Student shall be limited to studying for one semester at the host institution. An additional semester, upon request of the students, may be granted upon by mutual consent of the universities. The maximum duration of stay of the students at the host institution shall be two semesters and the minimum period of stay shall be one semester.

3.3. By mutual agreement the number of students exchanged may be increased or decreased.

3.4. The parties to this agreement may send additional study abroad students to attend the host institution on a full tuition-and-fees paid basis.

4. SELECTION OF PARTICIPANTS

4.1 The undergraduate students must have completed at least one year of continuous study at the home institution before the exchange year. The Faculty/Department Head of the host institution will have the final word in the decision regarding the selection of the exchange participant.

4.2 The home institution will screen and select applicants from their own university for the exchange program and officially nominate these candidates to the host institution.

4.3 The host university will post the selection criteria and application deadlines for each semester on the official website. The host institution will reserve the right of making final judgments on the admissibility of each student nominated for the exchange. The following guidelines apply to all exchange students:



- 4.3.1 The exchange students must satisfy the language proficiency requirement for admission or take appropriate language instruction prior to the beginning of their academic program, as determined by the regulations of the host institution.
- 4.3.2 Each exchange student should demonstrate his/her academic proficiency by submitting an official transcript of records to the host institution, together with one letter of recommendation from an academician, a statement of purpose along with other application documents required by each institution.
- 4.3.3 Application documents required by the host institution shall be shared between the International Office (Student Exchange) Coordinators/Managers and updated annually, or as needed.
- 4.3.4 A student admitted for one semester must return to the home institution upon the completion of the one semester of study at the host institution. Any extension of stay must be approved by both Universities.
- 4.3.5 Students participating in this program will continue as candidates for the degree of their home institution. Transfer of credits for courses taken will be subject to the discretion of the home institution, in line with its rules and regulations that govern credit transfer and provided that their program of study has received prior approval by the appropriate authorities at the home institution.
- 4.3.6 During the application process, prospective students should provide full information on the courses that they have taken so far at their home institution in the form of an official transcript. Students participating in the program will be provided with a list of available courses at the host institution's earliest convenience. Primary academic advising will be the responsibility of the home institution. Proposed course preferences will be sent to the Coordinator/Manager at the host institution prior to the enrolment period. Every effort will be made to secure a place for the exchange students in the courses they have indicated provided that the student meets all the academic requirements for the courses and the enrolment limitations have not been exceeded. The course selection form must be filled in and approved by both universities' heads of relevant departments.
- 4.3.7 Upon acceptance to the host institution's program, students are encouraged to correspond with the host institution's Student Exchange Coordinator/Manager.

5. PROVISION OF SERVICES

- 5.1 The host university provides incoming students with adequate support by ensuring the availability of:
 - 5.1.1 Pre-departure material and post-arrival orientation,
 - 5.1.2 Information on housing options and living expenses,
 - 5.1.3 Arrangement for appropriate accommodation assistance as required,
 - 5.1.4 Arrival assistance, if required,

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- 5.1.5 Information about health and immunization requirements,
- 5.1.6 Academic support and advisory services, as required,
- 5.1.7 Information relating to expectation of code of conduct,
- 5.1.8 Emergency contact information and procedures,
- 5.1.9 Access to facilities and services on an equal basis as students of the host institution,
- 5.1.10 An institutional body to oversee the student exchange program, and to consider and rule on the matters related to this International Student Exchange Program Agreement,
- 5.1.11 Administrative contact to deal with all correspondence relating to this Student Exchange/Study Abroad program.

Note: It is the responsibility of the participant to obtain necessary information and documents regarding permit/visa.

6. FINANCIAL MATTERS

- 6.1 The application fee to the host institution shall be waived for both exchange and study abroad students.
- 6.2 Exchange students will not pay tuition or other related fees to the host institution.
- 6.3 Study abroad students will pay all the standard international student tuition and related fees.
- 6.4 All payments for travel, insurance, accommodation, food, books, and supplies shall be the responsibility of the individual students, whether on exchange or study abroad. Neither institution shall be held liable for such charges.
- 6.5 Housing, food, and accommodation cost information and options will be shared between the universities and updated annually, or as needed.
- 6.6 If required, students selected for the exchange program shall satisfy (via a bank statement under the student's name) the host institution that they have adequate funds for transportation to/from the home university, as well as for additional living costs during their enrolment at the host institution apart from those costs already specified in this agreement.
- 6.7 Any incidental fees for services other than those specified in this agreement shall be borne by the visiting students.
- 6.8 All participants in the program are expected to purchase adequate medical and travel insurance for the duration of their stay in the host country prior to departure from the country where the home institution is located.

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7. RESPONSIBILITIES

- 7.1 The Universities agree to accept the above-mentioned number of exchange students and to enrol them as full-time and non-degree students.
- 7.2 Each university agrees to accept the other party's length of program, teaching methods, and examinations as equivalent to their own.
- 7.3 When the exchange has been concluded, the Universities agree to provide an official transcript on the achievements of participating students, whether exchange or study abroad, but where official approval is required by the student before the release of the transcript, such approval will be sought by the host university.
- 7.4 Participants are expected to abide by the law and customs of the host country and by the policies and regulations of the receiving institution.
- 7.5 The Universities agree that a student of the home institution who is a national of the country of the host institution will not be eligible to participate in the program without the permission of the receiving institution. Such participation will be handled on a case-by-case basis to ensure that it will serve the objectives of the exchange.
- 7.6 Participants who fail to maintain satisfactory academic performance and/or who violate the rules and regulations of the host institution may be subject to dismissal from the program. Every effort will be exercised to consult with appropriate officials of the home institution, including the International Office (Student Exchange) Coordinator/Manager, to any sanction or disciplinary action.

8. DEPENDENTS

The obligations of each institution under this Agreement are limited to the students and faculty and do not extend to spouse, partners, or dependants. Expenses and organization of logistics for accompanying spouse, partners, and dependants are the responsibility of the visiting participants.

9. PROMOTION OF THE PROGRAM AND SITE VISITATION

- 9.1 The universities may each advertise and disseminate the terms of this collegial relationship in their university literature to interested students.
 - 9.1. The universities will provide updated educational materials to each other upon request, in the form of brochures, applications, posters etc.
 - 9.2. Seminars giving information and promoting this agreement and/or site visits may be held at least once annually by a staff member or representative of the home institution at the host institution
 - 9.3. The universities will communicate with and assist each other on any site visits to the host institution. Site visits must be arranged in advance, and the International Office (Student Exchange) Coordinators/Managers with arranging local transportation and accommodation, communications to relevant departments on campus, and setting up agendas or meeting times. The financial responsibility is fully on the visiting institution, and the host institution is under no obligation to financially support the site visit.

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PART III

INDEMNITIES AND STATEMENT OF PRINCIPLES

Each party shall be responsible for any and all liability, claim, loss, damage, suit or judgment (and any and all costs and expenses including but not limited to reasonable counsel fees and disbursements is assessed by a court of competent jurisdiction), arising directly out of the acts of that party or its officers or employees acting within the scope of their employment. Such responsibility does not apply to any liability, claim, damage, suit or judgment arising from acts done, or omissions made, by or on behalf of any third party, or such third party's officers, employees or agents. Neither party shall be liable to the other for special, indirect, consequential, punitive, or exemplary damages, including, but not limited to, loss of profits, regardless of cause and regardless of whether that party has been notified of the possibility of such damages. Neither party shall be liable for the acts of the other, nor shall they be liable for the acts of participants.

Nothing in this agreement shall be construed to create a legal right in any participant or other third party to enforce its terms or to subject either party to liability for any failure to comply with its terms.

Both institutions describe to a policy of equal opportunity and will not discriminate on the basis of an individual's race, colour, national region, religion, creed, age, disability, sex, gender identity, sexual orientation, familial status, pregnancy, predisposing genetic characteristics, military status, domestic violence victim status, or criminal conviction. However, it is understood that the law governing accommodation of disabilities vary by country and what are, considered to be reasonable accommodation in Iran may not be required by law and/or available in Northern Cyprus.

PART IV

RENEWAL, TERMINATION AND AMENDMENT

This agreement shall remain in force for a period of 5 (five) years from the date of the last signature, with the understanding that it may be terminated by either party giving notice to the other party in writing no later than 3 (three) months prior to the beginning of any semester of both universities. The agreement may be extended by mutual consent of the two parties.

This agreement may be amended by the exchange of letters between the two institutions. Such amendments, once approved by both institutions, will become part of this Exchange Program Agreement.

PART V

LEGAL DISPUTES CLAUSE

This Agreement is based on "uberrimae fidel" (utmost good faith) and shall be the basis on which the parties shall collaborate and do any business together and shall form the scope of future participation and involvement in the best interest of both nations. Any conflict arising from the implementation of this Agreement shall be mutually discussed by the two Vice Chancellors/Rectors of both Institutions to preserve this understanding.

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PART VI

COOPERATION COORDINATOR/MANAGER AND CONTACT INFORMATION

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IN WITNESS WHEREOF, the parties hereto have offered their signatures:

For Eastern Mediterranean University


Prof. Dr. Aykut HOCANIN
Rector


Date: 7 July 2021

For Babol Noshirvani University of
Technology


Prof. Dr. Javad Vaseghi Amiri
Rector


Date: 9 August 2021