



CULTURAL, SCIENTIFIC AND ACADEMIC MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN
ATILIM UNIVERSITY
AND

BABOL NOSHIRVANI UNIVERSITY of TECHNOLOGY

PARTIES

This Academic, Scientific and Cultural Memorandum of Understanding (MoU) is hereby executed by and between **Atılım University** located at Kızılçay Mahallesi, 06836, İncek, Gölbaşı, Ankara-Turkey (Tel: +90 312 586 82 70 - Fax: +90 312 586 80 91) represented in this act by its Rector, Prof. Dr. M. Yildirim ÜÇTUĞ and **Babol Noshirvani University of Technology** located at represented in this act by in conformity with legislation in force in their respective countries, and by means of the following agreed clauses and conditions:

OBJECTIVE

First Clause: The Present MoU sets out the form and conditions by which the agreeing parties propose to develop a program of mutual co-operation and academic, scientific and cultural exchange involving the areas of mutual interest.

The program of cooperation referred to in this clause will involve specifically:

1. Exchange of information between those responsible for scientific research
2. Elaboration of research programs;
3. Exchange of equipment and bibliographical material;
4. Exchange of pedagogical experience and information;
5. Exchange of teaching resources;
6. Exchange of professors, students, specialists and technical servers;
7. Reciprocal presence in debates, conferences and symposium events of mutual interest.

CONDITIONS

Second Clause: In order to pursue the subject proposed, Atılım University and undertake to:

1. To designate those responsible for executing this MoU.
2. To stimulate, within their respective institutions, the study of the language, literature and

- culture of the respective countries.
3. To promote the organization of programs and to allow personnel belonging to other universities forming part of this MOU access to the dependencies and installations of the specific department of the institution.
 4. To ensure that the results arising from common research are fully divulged with expressed mention of this MOU and also the mutual right of patent and authorship and respecting the internal legal regulations of the agreeing parties.
 5. To draw a joint work plan for each cooperation activity. Specific cases will be matter of specific agreements.

EXCHANGE

Third Clause: The exchange will be realized under the following conditions:

I) Exchange of students

1. The number of students participating in exchange programs will be determined by previous notice;
2. Each university will select students to participate in the exchange program. Such students should be approved by the host partner;
3. The period of study should normally be one academic semester or maximum period of one year.
4. Exchange students will not pay for tuition in the host university.
5. Universities will arrange for accommodation when possible. This, however, not being obligation.

II) Exchange of Professors

1. The yearly number of professors will be decided according to necessity and funds available.
2. The period and number of hours for professors and researches exchange will be determined, by mutual accord between the participating institutions, respecting the internal procedure of each;
3. The exchange professor will have the right of utilizing the installations and services of the host institution, respecting the internal norms and procedures.

SPECIAL PROTOCOLS

Fourth Clause: Scientists, instructors, and various collaborative studies on student exchange will depend on the equivalence and common interest principle. All collaborative entrepreneurship efforts, principles and procedures of educational and research activities shall be signed by the parties and regulated with an additional protocol complying with this Memorandum of Understanding.

All collaborative activities included within the scope of this Memorandum of Understanding shall be executed in accordance with a working schedule stipulated by a protocol signed by authorized representatives of both parties. Financial conditions and rules for working with materials, research subjects and cooperating participants must be indicated. Confidentiality of information and intellectual property are clarified with these special protocols.

FINANCIAL RESOURCES

Fifth Clause: The agreeing parties may share costs inherent to the various activities according to

previous and specific understandings for each case. There will be no transference of funds between the parties.

Parties may obtain external support from national or international sources in order to execute the studies and activities included in the scope of this Memorandum of Understanding. This Memorandum of Understanding shall not impose any financial liability to the parties.

EXECUTION OF THE MoU

Sixth Clause: Parties shall appoint a contact unit and person for the administrative supervision of the Memorandum of Understanding.

International Relations Directorate shall execute this MoU on behalf of Atılım University.

..... shall execute this MoU on behalf of
..... of the university.

DURATION AND RESCISSION

Seventh Clause: The present MOU will remain in force for five (5) years from the date of its signing, being declared invalid by any of the parties, by means of notice in writing with the minimum notice of sixty (60) days.

For the termination of the Memorandum of Understanding, any of the parties must submit a written notice minimum sixty (60) days before the intended termination. If this Memorandum of Understanding is terminated before its expiration date, the validity of all special protocols which are concluded until the expiration date shall continue and be subject to the provisions of this Memorandum of Understanding until the end of the period determined with a special protocol.

This Memorandum of Understanding shall enter into effect after the signing of the parties. The validity period of the MoU may be extended with the conclusion of an additional protocol complying with the provisions the parties and mutual written consents of both parties on the basis of equal conditions.

In the cases where any of the parties partially or completely violate any provision of this Memorandum of Understanding without any good cause, the other party shall have the right to terminate the MoU immediately reserving its legal rights.

The studies to be carried out within the scope of this Memorandum of Understanding shall be limited to the laws of both countries and their budgets.

By signing of this Memorandum of Understanding neither party shall be liable to accept any specific agreement.

AMENDMENT

Eight Clause: Parties have right to make amendments or additions and suggestions on the condition that they are signed by both parties upon mutual agreement.

NOTIFICATION

Ninth Clause: The address and contact information written in the first paragraph of this Memorandum of Understanding shall be referred for all notifications, notices and communications throughout the

execution of the MoU. In case of any change in this information, the parties are obliged to notify the other party in written immediately (through registered mail, certified e-mail or notary). Otherwise, the notifications sent to the address declared last shall be applicable.

INTEGRITY

Tenth Clause: The additional protocols and special protocols to be concluded between the parties shall be the annex and integral part to this Memorandum of Understanding.

SETTLEMENT OF DISPUTES

Eleventh Clause: Any disputes arising out of this Agreement shall be settled firstly in good faith amicably and in case of failure to do so, Ankara courts shall be authorized to settle the disputes in accordance with Turkish Laws.

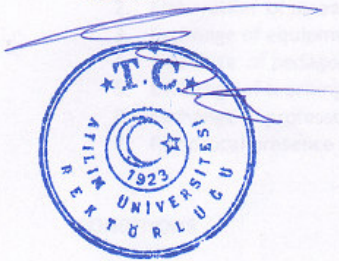
This MoU is intended to act as an umbrella agreement and the parties reserve their right to make individual protocols on specialized studies and cooperation, when necessary, and it does not impose any legal obligations on the parties unless specified by additional protocols or agreements.

This Agreement consisting of (.....) pages has been executed and discussed by the parties and signed on this date of .../.../ 2017 and shall become effective on execution date.

ATILIM UNIVERSITY

Hasan Atasoy
International Relations Directorate,
Deputy Director

Date *October 15, 2017*
Signature



*Bahol Noshirvani university of
Technology
Mostafa Rahimnejad
Head of International Affairs*

Date *October 15, 2017*
Signature

