



Memorandum of Understanding

between

URMIA UNIVERSITY, URMIA, IRAN

and

KONYA TECHNICAL UNIVERSITY, Konya, Turkey

This agreement is made on 01-01-2021 between Konya Technical University, a public institution of higher education, located at Konya Teknik Üniversitesi Rektörlüğü Akademi Mah. Yeni İstanbul Cad. No:235/1 (Grand Hotel yanı) Selçuklu/KONYA (hereinafter KTUN) and Urmia University, a public institution of higher education, located at Daneshgah Blvd., Nazlou Campus, Urmia University, Iran.

In the spirit of friendship and with mutual interest in cooperation, KTUN and [UU] enter into this Memorandum of Understanding (MoU) to promote joint educational and cultural collaboration and agree as follows:

ARTICLE 1: SCOPE OF COLLABORATION

- 1.1 Areas of collaboration may be proposed by either institution and may include, but are not limited to:
 - Joint and articulated degree programs;
 - · Joint teaching, research, or cultural activities;
 - · Mobility of academicians, students and staff between institutions;
 - Staff professional development;
 - Sharing or creation of educational materials and resources.
- 1.2 Any specific activity developed under this MOU shall be detailed in a subsequent agreement, signed by each institution's authorized signatory, which will describe the scope of the proposed activity, intended outcomes, budget, and responsible departments and/or individuals.
- 1.3 All activities shall be subject to the availability of funds and the approval of each institution's authorized representatives.

ARTICLE 2: DURATION AND EVALUATION

2.1 This MOU shall be in effect for a period of 4 (four) years from the last date of signature. Either party may request termination of this agreement, in writing, fifteen (15) days prior to the proposed termination date. Any activities in progress at the time of termination shall be permitted to conclude as planned unless otherwise agreed in writing.

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2.2 A joint evaluation of the MOU will be initiated by the designated representatives three (3) months prior to the expiration date. Following the evaluation, the MoU may be renewed and resigned for an additional 4 (four) years period.

2.3 Amendments to this MOU may be requested, in writing, by either party and approved by the authorized signatories.

ARTICLE 3: NON-DISCRIMINATION

The parties agree not to discriminate on the basis of religion, race, creed, national or ethnic origin, sex, age, handicap, political affiliation or disability.

ARTICLE 4: COMPLIANCE WITH LAW

The parties specifically intend to comply with all applicable laws, rules and regulations as they may be amended from time to time. If any part of this Agreement is determined to violate local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to any such provisions. If the parties fail to agree within a reasonable time to revisions required to bring the entire Agreement into compliance, either party may terminate this Agreement upon fifteen (15) days prior written notice to the other party.

ARTICLE 5: FORCE MAJEURE

In the event students and/or staff are unable to complete the program due to causes beyond the control of KTUN, including, but not limited to: acts of God; war; acts of the government; fires; floods; epidemics; quarantine restrictions; strikes, labor disputes or work stoppages; transportation contingency; and freight embargoes; other catastrophes or any similar occurrences beyond KTUN's reasonable control, KTUN will assist the affected students and/or staff in finding an alternate site to complete the program. The same shall be valid for UU.

ARTICLE 6: USE OF NAME

None of the parties shall use the name, logo, likeness, trademarks, image or other intellectual property of either of the other parties for any advertising, marketing, endorsement or any other purposes without the specific prior written consent of an authorized representative of the other party as to each such use.

ARTICLE 8: INDEPENDENT CONTRACTORS

Each party is separate and independent and this Agreement shall not be deemed to create a relationship of agency, employment, or partnership between or among them. Each party understands and agrees that this Agreement establishes an independent contractor relationship and that the agents or employees of each respective party are not employees or agents of any other party.

ARTICLE 9: SEVERABILITY

The provisions of this Agreement are severable, and if any provision of this Agreement is found to be invalid, void or unenforceable, the remaining provisions will remain in full force and effect.

ARTICLE 10: WAIVER

The waiver of any breach of any term of this Agreement does not waive any subsequent breach of that or another term of this Agreement.

ARTICLE 11: ASSIGNMENT

No party may assign this Agreement or any rights or obligations under this Agreement to any person or entity without the prior written consent of the other parties. Any assignment in violation of this provision is null and void.

ARTICLE 12: ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding between the parties as to the subject matter hereof and supersedes all prior discussions; agreements and undertakings of every kind and nature between them, whether written or oral, with respect to such subject matter. This Agreement may subsequently be modified only by a written document executed by both parties.

ARTICLE 13: NOTICES

Any consent, waiver, notice, demand, request or other instrument required or permitted to be given under this Agreement or any related agreements shall be in writing and shall be delivered by hand or sent prepaid telex, cable or facsimile transmission, or sent, postage prepaid, by registered, certified or express mail or reputable overnight courier service and shall be deemed given when so delivered by hand, telexed, cabled or transmitted, or if mailed, five (5) days after the notice is delivered to the courier service, addressed to the addresses set forth herein, or to such other address as may later be specified in writing by either party.

Dr. Rahim Hobbenaghi Chancellor of Urmia University

DATE: 01,01,2021

Urmia University

Prof. Dr. Babur ÖZÇELİK Rector of Konya Technical University

DATE:

