

ACADEMIC, SCIENTIFIC, AND CULTURAL COOPERATION AGREEMENT

Between

Istanbul Medipol University (Istanbul, Türkiye)

and

Batna 1 University (Batna, Algeria)

This agreement is the establishment of academic, scientific and cultural collaboration between the two institutions and development of joint academic programs in the field of mutual interest, Istanbul Medipol University and Batna 1 University enter into this Memorandum of Understanding (MoU) to promote joint educational and cultural collaboration and agree as follows:

Sides in this cooperation are Prof. Dr. **Ömer CERAN**, Rector, on behalf of the **Istanbul Medipol University** and Prof. **Dif Abdesslem**, Rector, on behalf of the **Batna 1 University** (hereinafter referred to as **UMBB**).

Recognizing the mutual interest in establishing and developing a cooperative relationship between the two institutions, and within their respective powers, the sides agree on the following:

Article 1. Scope of Collaboration

1.3 Areas of collaboration may be proposed by either institution and may include, but are not limited to:

- i. Undergraduate, master and PhD student exchanges for studies, trainings and/or internships,
- ii. Exchange of faculty members,
- iii. Elaboration of joint research projects,
- iv. Organization of joint seminars, conferences, symposia and public lectures,
- v. Exchange of books, audio-visual materials, publications,
- vi. Organization of joint cultural and educational activities,
- vii. Facilitation of visits to educational, scientific, and cultural sites for academic purposes,

2.3 Depending on these and hereafter cooperation may be extended to other fields. And each condition will require a separate written agreement which will set forth the terms and conditions of the project(s) including but not limited to intellectual property ownership and funding sources. These agreements must be approved and signed by appropriate administrators at each institution.

3.3 All activities shall be subject to the availability of funds and the approval of each institution's authorized representatives if required and agreed by both parties.

Article 2. Financial Conditions

2.1 No financial commitment is undertaken by the institutions as a result of signing this Agreement. Financial needs such as travel fare, accommodation and health insurance of exchange beneficiaries are met by the exchange subjects. The outgoing students or academic personnel are obliged to have general and health insurances covering the exchange period. The hosting institution does not take any financial responsibility for the incoming students/personnel.

Article 3. Recognition and Validation and Duration

1.2 in the case of student mobility or joint study programs, within the framework of international programs or exchanges, a system for mutual academic recognition and validation will be established.

2.2 The mentioned system must be described in each specific protocol and be approved by the corresponding academic authorities of each university.

3.3. This agreement is drawn in English language in two copies whereas both originals have equal legal value and are kept by the sides. The agreement will be valid for five (5) years from the date of its last signature. Any amendments to this agreement can only be made in writing through mutual consent of the sides. Such amendments will become an integral part of the agreement.

3.4 The suggested changes/cancellation has to be communicated to the other side at least six (6) months prior the designed amendment date. Should the Agreement be denounced, both sides undertake to finish those studies and projects which may be pending completion.

Article 4. Coordination

- 1.2 Each side will nominate a person among related departments/units to be responsible for coordinating and supervising the activities to be carried out within the framework of the agreement.
- 2.2 The coordinators will maintain regular contact with each other with the purpose of supporting the development of cooperation.

Article 5. Project Outcomes and Intellectual Property Rights

1. All the intellectual properties created from the joint activities carried out under this agreement will be possessed by both parties, unless otherwise specified.
2. 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 6. Non-discrimination

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

Article 7. Compliance with Local Law & Regulations

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 federal, state, or 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 thirty (30) days prior written notice to the other party.

Article 8. 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 9. Supporting the Cooperation

Both sides will insure active cooperation between their liaison persons upon activation of of this agreement.

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