



## MEMORANDUM OF UNDERSTANDING

between

**Aksaray University, Türkiye**

and

**University of Oum El Bouaghi**

THIS AGREEMENT, entered into this 01<sup>st</sup> April 2023 by and between Aksaray University and University of Oum El Bouaghi

### WITNESSETH THAT:

WHEREAS, Aksaray University and University of Oum El Bouaghi desire to promote the enrichment of their teaching and learning and research and discovery missions; and

WHEREAS, Aksaray University and University of Oum El Bouaghi desire to strengthen and expand the mutual contacts between the two universities; and

WHEREAS, Aksaray University and University of Oum El Bouaghi desire to provide for a variety of collaborative opportunities for faculty and students at the two universities on the terms and conditions hereinafter set forth;

NOW THEREFORE, it is mutually agreed as follows:

- I. **Scope of Agreement** - This Agreement shall commemorate the parties' intent to enter into but not be limited to, the following types of collaboration:
  - A. Short and Long-term Faculty Exchange
  - B. Undergraduate and Graduate Student Exchange
  - C. Collaborative Research and Discovery, Learning and Teaching
  - D. Other mutually agreed educational or research programs

Before implementing these activities, the parties will discuss the opportunities and challenges presented and will thereafter enter into specific activity agreements based on the mutually agreed objectives and outcomes.

- II. **Period of Agreement** - This Agreement shall be effective upon the date of final execution and will remain in force for a period of three years. Either university may terminate the agreement by providing notice to the other party in writing.
- III. **Activities Under This Agreement** - It is expected that activities taking place under this



Agreement will be initiated primarily by academic units within each university, and in coordination with their respective administrative units concerned with international activities. All activities undertaken must conform to the policies and procedures in place at each institution. For Aksaray University, faculty and student exchanges will follow university guidelines for faculty and student exchange.

- IV. **Planning and Management of Activities** - Each distinct collaboration program or activity will be described in a separate Activity Agreement drawn up jointly and signed by authorized signatories of each party. Such agreements will specify the names of those individuals on each campus responsible for the implementation of the program and set forth all terms and conditions associated with the activity. The parties understand that each Activity Agreement may have different circumstances with respect to the personnel, types of activities, intellectual property and other deliverables that either Party may be required to contribute. Therefore, both Aksaray University and University of Oum El Bouaghi reserves the right to perform a separate risk assessment on the legal, tax and other liabilities that may arise under each Activity Agreement and to structure its deliverables under the Activity Agreement in a way that maximizes the cost and liability efficiencies for Aksaray University
- V. **Funding of Activities** - Activity Agreements should make financial costs and obligations explicit. Collaborating units are encouraged to work together to identify and secure any outside funding which may be needed. Projects requiring funding must be approved by both institutions.
- VI. **Nondiscrimination** - Aksaray University and University of Oum El Bouaghi agree that no person shall on the grounds of race, religion, color, sex, age, national origin or ancestry, genetic information, marital status, parental status, sexual orientation, gender identity and expression, disability, or status as a veteran be excluded from participation under the terms of this Agreement.
- VII. **Use of Name** - University of Oum El Bouaghi will not use the name or logo of Aksaray University, nor of any member of Aksaray University's program staff, in any publicity, advertising, or news release without the prior written approval of an authorized representative of Aksaray University. Aksaray University will not use the name or logo of University of Oum El Bouaghi or any employee of University of Oum El Bouaghi in any publicity, advertising, or news release without the prior written approval of University of Oum El Bouaghi
- VIII. **Modification** - The terms of this Agreement may be changed or modified only by written amendment signed by authorized agents of the parties hereto.
- IX. **Prevailing Language** - Should this document be executed in English; version of this Memorandum of Understanding represents the understanding of both Parties. Any other version is provided as a translation. In the event of conflict between the two versions, the English version will prevail.
- X. **Non-Binding** - Except with respect to Section VII and Section XI, this Agreement is non-binding and solely for the purpose of establishing a basis upon which Aksaray University and University of Oum El Bouaghi will continue discussions. Either Aksaray University or University of Oum El Bouaghi may at its sole discretion terminate discussions for any reason by giving written notice of termination to the other. In the case of a dispute that arises



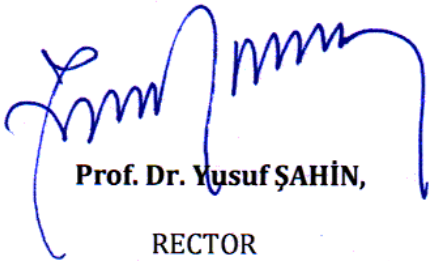
relating to any aspect of cooperation under this Agreement, the parties may attempt to resolve such dispute through friendly negotiation, or either party may elect to terminate the agreement pursuant to the previous provision. Upon termination, the parties will have no further obligations hereunder.


- XI. Foreign Corrupt Practices Act** - Aksaray University and University of Oum El Bouaghi represent and warrant to each other that they will not allow their owners, employees, representatives, officers, directors, contractors or other agents to take any action in connection with this Agreement or any separate Activity Agreement to provide, offer or promise to provide, or authorize the provision directly or indirectly of, any money, gift, loan, service or anything of value to (i) any government official (or any agent, employee or family member thereof), (ii) any political party or candidate for political office, or (iii) any person, while knowing that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any of the foregoing in (i) or (ii), for the purpose of obtaining or retaining business or funding, to direct business or funding to any person or entity, or to secure any other improper advantage.

**IN WITNESS WHEREOF**, Aksaray University and University of Oum El Bouaghi have executed this Agreement as of the date first above written.

**Signing for Aksaray University**

**Signing for University of Oum El Bouaghi**

  
**Prof. Dr. Yusuf ŞAHİN,**  
RECTOR

  
**Pr. Dibi ZOHIR**  
**Recteur - Université Larbi M'Hidi.**  
**Oum El Bouaghi . Algérie**

**Pr. Zohir DIBI**  
RECTOR

Date: 28/03/2023



Date: 23/04/2023