



IMPORTANT NOTE

This draft agreement is intended for use as a guide and should not necessarily be adopted verbatim. Rather, unique circumstances and concerns associated with each situation should be considered and addressed and the assistance of legal counsel should be sought as early in the process as possible.

MEMORANDUM OF UNDERSTANDING BETWEEN KOÇ UNIVERSITY AND THE UNIVERSITY OF SARAJEVO

This Agreement is made and entered into by and between Koç University, Istanbul, Turkey and the University of Sarajevo (hereafter referred to as “UNSA, Sarajevo, Bosnia and Herzegovina, establishing a basis for their cooperation in accordance with the following:

WHEREAS; Koç University and UNSA have explored areas of mutual academic interest and wish to further their common objectives in research and education in all academic fields taught at both universities;

NOW; THEREFORE, the parties hereby agree upon the following terms and conditions:

1. Exchange Students

Both parties shall make reasonable efforts to support development of an exchange of undergraduate and graduate students for short- term study and formal degree programs. Exchange students shall be subjected to the admissions criteria and requirements of the host institution. The details of institutional and student rights and responsibilities for such exchanges shall be set forth in writing and agreed upon by both parties before particular exchange is initiated.

2. Exchange of Scientific, Educational and Scholarly Materials

Both parties shall seek agreement upon an exchange list of their non- confidential, publicly available scientific, educational and scholarly materials, and fundamental research projects of mutual interest. To the extent practicable Koç University and UNSA shall set forth in writing their mutually agreed upon protocols and guidelines governing this exchange and distribution

of information. The parties share a strong institutional policy favoring publication and/ or public presentation of research results as an essential means of intellectual exchange. Each party agrees that faculty and students participating in the exchange shall be free to publish the result of their research.

3. Exchange of Academic Personnel

Both parties shall make reasonable efforts to facilitate visits of their researchers or faculty to one another's campuses for periods of time for fundamental research and teaching in accordance with the objectives of this agreement. The details of institutional and individual responsibilities involved in such researcher or faculty exchanges shall be set forth in writing and agreed upon by both parties before a particular visit is initiated.

4. Special Projects

The parties shall make reasonable efforts to collaborate from time to time in the development of special projects aimed at furthering their academic objectives. The details of institutional and individual responsibilities necessary for accomplishment of these special projects shall be set forth in writing and agreed upon by both parties before a particular project initiated.

5. Academic Freedom

Koç University and UNSA hereby agree that generally accepted principles of academic freedom will apply to all educational and research activities undertaken by, or under the direction of, faculty who participates in the projects contemplated by this MOU or any International Activity Agreement,

6. Precondition of Adequate Funding

Implementation of the activities contemplated by this Agreement is dependent upon the ability of the parties to secure adequate funding to support such activities. In the event a party is unable to secure adequate funding to support the activities contemplated by this Agreement, that party shall not be considered to be breach of this Agreement.

7. Effective Date

This Agreement becomes effective upon its execution by both parties and shall remain in effect for five (5) years from said date of execution, at which time the parties may negotiate to extend the agreement a further term. This Agreement may be terminated by either party upon sixty (60) days written notice.

8. Settlement of Disputes

In order to settle any doubts that may arise under the performance or in the construction of this Memorandum of Understanding, the parties shall exert their best efforts to reach a solution by mutual consent. In the event such consent is found to be impossible, the parties shall jointly appoint a third party natural person, to act as mediator.

And having thus agreed and covenanted, the parties execute this Memorandum of Understanding in two (2) identical counterparts in each version in English to one and same effect.

9. Compliance with Immigration Laws and Regulations

The exchange of students, researchers, and/ or professors outlined in this agreement shall be subject to all applicable immigration laws and regulations of Bosnia and Herzegovina and the Republic of Turkey and any limitations and/ or restrictions related thereto, as determined by the University of Koç's Office of International Services and the University of Sarajevo International Relations Office.

10. Modification/ Amendment

Any modification or amendment to this agreement shall be in writing signed by binding authorities of the parties.

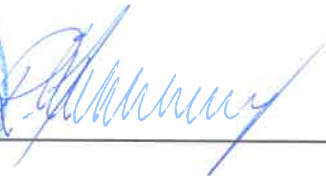
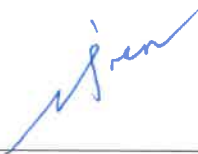
11. Nondiscrimination

In performing this agreement, the parties agree not to discriminate based on race, color, religion, national origin, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity and expression, genetic information, and veteran status. To the extent it is internationally practicable, the parties also agree to reasonably accommodate individuals with disabilities.

In witness of the terms of this Agreement, and the intending to be legally bound, signatures of the following authorized representatives of the parties are affixed:

KOÇ UNIVERSITY

UNIVERSITY OF SARAJEVO

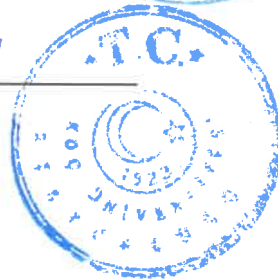


**Umran S. Inan
President**

**Rifat Škrijelj
Rector**

Date: November 04th, 21

Date: November 04th, 2020



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