



UNIVERSITÀ DEL PIEMONTE ORIENTALE

MEMORANDUM OF UNDERSTANDING

BETWEEN

NECMETTIN ERBAKAN UNIVERSITY

AND

UNIVERSITA DEL PIEMONTE ORIENTALE

THIS MEMORANDUM OF UNDERSTANDING is made and entered into as of date of signature by both rectors.

BETWEEN

Necmettin Erbakan University (herein NEU), a public university in Turkiye, with an address of Yaka Mahallesi, Yeni Meram Caddesi, Kasım Halife Sokak No: 11, Meram, Konya, Turkiye,

AND

Università del Piemonte Orientale, (herein UPO), a public university in Italy with an address of Via Duomo, 6, 13100 Vercelli, Italy,

WHEREAS

the Parties use the present Memorandum of Understanding (MoU) to establish a range of collaborative arrangements upon the provisions as contained herein.

1 GENERAL PROVISIONS AND OBJECTIVES

The Parties, in accordance with the MoU and their institutional regulations, will encourage and promote the establishment of direct collaboration in the field of research, education, and training programs of mutual interest. Any provisions should be mutually agreed in writing between the Parties.

The scientific managers in charge of this agreement will be:

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- Prof. Roberto Mazzola, Department of Law, Political, Economic and Social Sciences of the Università del Piemonte Orientale
- Prof. Ali Kahraman, Department of Mechanical Engineering, Faculty of Engineering, Necmettin Erbakan University

2 AREAS OF COLLABORATION

2.1 Student Mobility

2.1.1 Students of one Party may be accepted by the other Party to pursue postgraduate studies if they meet admission requirements. They may also be accepted for specific components, such as traineeships and work placements in the host country if such components form part of the program.

2.1.2 Students of one Party may be accepted by the other Party to undertake a selection of courses as non-graduating students, under the Study Abroad Program.

2.2 Joint Workshops and Training Programs

The Parties will discuss, and subject to a common interest, organize joint workshops and training programs. The host Party will, whenever possible, invite members of staff of the other Party to take part in the initiatives.

2.3 Joint Research and Development Projects

The Parties will discuss, and subject to a common interest, initiate joint research and development projects. Both Parties will act as copartners or coresearchers in project proposals, unless agreed otherwise. The Party initiating or applying for a research or development project in a field of likely interest to the other Party will, wherever possible, invite members of staff of the Party to participate.

2.4 Staff Mobility

Either Party may invite and host an academic member of staff of the other Party for a visit.

2.5 Exchange of Publications and Other Relevant Material

The Parties will exchange news about publications and other relevant material of the respective members of staff and, whenever possible, provide the other Party with access to those.

2.6 Other Areas of Collaboration

Other areas of collaboration are welcomed, the provision of which should be mutually agreed in writing.

3 EXCHANGE PROCEDURE

3.1 The procedure to be followed in establishing any exchange arrangement or any form of collaboration under the present MoU should be as follows:

3.1.1 Proposals for any form of collaborative work which falls under the scope and fields of academic link and collaboration provided in this MoU will be submitted through scientific managers designated by both Parties.

3.1.2 The scientific managers will jointly decide on any proposals for any form of collaborative work, provided that the final approval for any exchange arrangement or any form of collaboration under this MoU will be decided and confirmed in writing under the signatures of the Rector of NEU and Rector of UPO.

3.1.3 The scientific managers will prepare and supervise the program to be implemented and present a joint annual report about the activities of this MoU to both Parties.

3.1.4 The scope, terms, and conditions of any approved exchange scheme, program, or any form of collaborative work will be provided in an Addendum to this MoU as and when the need arises.

3.1.5 Eventual specific agreements must include the following informations:

- nature and description of the program/project;

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- the names of the co-ordinators and participants from each university;
- the duration of the program/project;
- expected costs of mobility and, in general, of the activities planned in the program/project itself (for example conferences, seminars, etc.).

The Parties agree to undertake joint activities to raise funds for the planned activities. The Parties will consider the possibility of a tuition fee waiver.

3.1.6 The exchange of students or academics, as well as information about projects of mutual interest and publications, and other relevant material, should be reciprocal.

4 FINANCIAL ARRANGEMENTS

4.1 This MoU will not give rise to any financial obligation by one Party to the other.

4.2 Except as otherwise set out in this MoU, each Party will bear its own cost and expenses in relation to this MoU.

4.3 The financial arrangements in establishing any exchange scheme or program or any form of collaborative work under this MoU will be based on the following principles:

4.3.1 Charges for all activities will, where appropriate, be based on cost recovery as far as possible.

4.3.2 Where it is not possible to follow the principle mentioned in Paragraph 4.3.1 above in specific cases, commitment to funding for any activity will be decided upon by discussion and in writing on a case-by-case basis.

4.3.3 Expenses to be incurred or arising from any exchange scheme, or program, or any form of collaborative work under this MoU such as advisory visits and staff attachments, will be negotiated and decided upon mutually in writing and by the signatures of the Rector of NEU and the Rector of UPO.

5 ASSISTANCE AND SUPPORT

The Parties, in accordance with their respective statutes and regulations, shall ensure assistance and support to students, scholars, and personnel of the partner university visiting the institution.

6 EFFECT OF MoU

This MoU serves only as a record of Parties' intentions and does not constitute or create, and is not intended to constitute or create, obligations under domestic or international law and will not give rise to any legal process and will not deem to constitute or create any legally binding or enforceable obligations, express or implied.

7 AMMENDMENTS

7.1 Either Party may request in writing an amendment or modification of all or any part of this MoU.

7.2 Any amendment or modification which has been decided on by both Parties will be recorded in writing and will form part of this MoU.

7.3 Such amendment or modification will come into effect on such date as may be determined by the Parties.

7.4 Any amendment or modifications will not prejudice the rights and obligations arising based on this MoU prior to the date of such revision, modification, or amendment.

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8 ENTRY INTO EFFECT, DURATION, AND TERMINATION

8.1 This MoU will come into effect on the date of signing and will remain in effect for a period of five (5) years and is drawn up in two original copies in the English language, both having the same legal validity.

8.2 This MoU may be extended for a further period as may be agreed in writing by the Parties.

8.3 Each Party may terminate this MoU by giving the other Party at least three (3) months written notice of that intention.

8.4 Notwithstanding Paragraph 8.3 above, the provisions of this MoU or any other written agreements in respect of any ongoing exchange scheme, program, or any form of collaborative work under this MoU will continue to apply until their completion unless both Parties mutually decide in writing to the earlier termination of the scheme, program, or collaborative work.

8.5 The renewal shall be made in writing by the Parties.

9 SUSPENSION

Each Party reserves the right for reasons of national security, national interest, and public order to publish notice to suspend temporarily, either in whole or in part, the implementation of this MoU which suspension will take effect immediately after notification has been given to the other Party through diplomatic channels.

10 PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

10.1 The protection of intellectual property rights will be enforced in conformity with the respective national laws, rules and regulations of the Party, and with other international agreement signed by both Parties.

10.2 The use of the name, logo, and/or official emblem of any of the Parties on any publication, document, and/or paper is prohibited without the prior written approval of the other Party.

10.3 Notwithstanding anything in Paragraph 9.1 above, the intellectual property rights in respect of any technological development and any products and services development carried out:

10.3.1 Jointly by the Parties or research results obtained through the joint activity effort of the Parties, will be jointly owned by the Parties in accordance with the provisions to be mutually decided upon.

10.3.2 Solely and separately by the Parties or the research results obtained through the sole and separate effort of the Parties, will be solely owned by the Party concerned.

11 CONFIDENTIALITY

11.1 Each Party will observe the confidentiality and secrecy of documents, information, and other data received from or supplied to the other Party during the period of the implementation of this MoU or any other agreements made pursuant to this MoU.

11.2 For purposes of Paragraph 10.1 above, such document, information, and data include any documents, information and data which are disclosed by a Party (the Disclosing Party) to the other Party (the Receiving Party) prior to, or after, the execution of this MoU, involving technical, business, marketing, policy, know-how, planning, project management and other documents, information, data and/or solutions in any form, including but not limited to any document, information, or data which is designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving Party or if orally given, is given in circumstances of confidence.

11.3 Both Parties agree that the provisions of this Paragraph 10 will continue to have effect between the Parties notwithstanding the termination of this MoU.



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12 TERMS AND CONDITIONS

12.1 The terms and conditions of this agreement, as well as those of the Executive Protocols related to it, must conform to the laws and statutes regulating both Universities. All Parties must read the Code of Ethics and Conduct of Eastern Piedmont University.

12.2 Nothing contained herein is to constitute a joint venture partnership or formal business organization of any kind between the Parties or to constitute either Party as the agent of the other.

13 SETTLEMENT OF DISPUTES

Any disputes arising relating to the interpretation and implementation of this agreement, which will be not possible to be resolved friendly, will be referred for resolution to a board of arbitration consisting of one member from each party signing the agreement and another chosen by mutual agreement, acting as Chairperson.

14 NOTICES

Any communication under this MoU will be in writing in the English language and delivered personally or sent by registered mail to the address or sent to the electronic mail address or facsimile number of UPO or NEU, as the case may be, shown below or to such other address or electronic mail address or facsimile number as either Party may have notified the sender and will, unless otherwise provided herein, be deemed to be duly given or made when delivered to the recipient at such address or electronic mail address or facsimile number which is duly acknowledged:

To UPO: UNIVERSITA DEL PIEMONTE ORIENTALE, Rettorato, via Duomo, 6-13100 Vercelli, Italy

Tel. +39 0161 261584 Email: international.projects@unipo.it

To NEU: NECMETTIN ERBAKAN UNIVERSITY Yaka Mahallesi, Yeni Meram Caddesi, Kasım Halife Sokak No: 11 Meram, Konya, Turkiye. Tel: +90 332 221 05 00 Fax +90 332 237 69 91 Email: international@erbakan.edu.tr

The foregoing record represents the understanding reached between UPO and NEU upon the matters referred to therein.

For and on behalf of
UNIVERSITÀ DEL PIEMONTE ORIENTALE, ITALY

For and on behalf of
NECMETTIN ERBAKAN UNIVERSITY, TURKIYE



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Staff Sviluppo e Qualità dei Progetti Didattici di Alta
Formazione e della Mobilità Internazionali
Via Duomo 6, 13100 Vercelli, Italia
international.projects@uniupo.it

Prof. Ali Kahraman
Necmettin Erbakan Üniversitesi
Yaka Mahallesi, Kasım Halife Sok, No: 11/1
Meram/Konya/Türkiye

Re: Memorandum of Understanding between Necmettin Erbakan University and Università del Piemonte Orientale

Please find enclosed the Memorandum of Understanding between Necmettin Erbakan University and Università del Piemonte Orientale.

These are the same Memorandum that you have already received via email.
For any necessities or concern please do not hesitate to contact us,



Annex:

Memorandum of Understanding between Necmettin Erbakan University and Università del Piemonte Orientale



UNIVERSITÀ DEL PIEMONTE ORIENTALE

LETTER OF INTENT ACADEMIC COOPERATION

1. OBJECTIVES AND FORMS OF COOPERATION

Under the terms of this letter University of Eastern Piedmont (Italy) and Necmettin Erbakan University (Turkey) agree to promote scholarly collaboration in areas of common interest.

Both institutions agree to the following general forms of cooperation:

- 1.1 Identification of major areas, disciplines or topics of mutual interest which could lead to exchange or joint activity;
- 1.2 Exploration of opportunities for exchange visits between members of academic, research and management staff.
- 1.3 Exploration of joint research interests between the two institutions;
- 1.4 Exploration of opportunities to support the exchange for students;
- 1.5 Exchange of research findings and publications, academic teaching resources and annual reports;

This letter aims to anticipate the signature of the *Memorandum of Understanding* that will be evaluated by UPO's Academic Senate on the 22nd September 2023.

The parties have mutually agreed to work together and in recognition of this, they have executed this letter.

This Letter of Intent is made on 11th of September 2023.

Signed for and on behalf of
Necmettin Erbakan University

Signed for and on behalf of
University of Eastern Piedmont