



## LETTER OF ENGAGEMENT

### **A. PURPOSE AND OUTCOMES OF THIS PROTOCOL**

Yıldız Technical University (YTU), İstanbul, Turkey and the Board of Trustees of Southern Illinois University, a body politic and corporate of the State of Illinois, governing Southern Illinois University Edwardsville (SIUE), Edwardsville, Illinois, U.S.A. agree to enhance international collaboration between their institutions. This protocol shall comply with all policies of Yıldız Technical University and Southern Illinois University.

It is agreed in principle that the relationship between the two institutions shall include negotiation and discussion leading to a memorandum of understanding in at least one of the following areas: faculty exchange, student exchange, research collaboration, teaching collaboration, curriculum or materials development. Anticipated outcomes of this process include:

1. Establishing joint MSc. / Ph.D. programs in the form of joint degree or dual degree in areas to-be-fixed at the end of negotiation of both sides, which will boost undergraduate and graduate enrollment, research collaboration, and published work, including a thesis.
2. Rules and regulations regarding earning and transferring credits will be determined within the separate protocols for each of the proposed and negotiated programs.

Below is a description of the negotiation and discussion process to be implemented.

**Upon signatures of two original copies of this protocol, this will be followed by visits of one or both sides to the other side.**

### **B. EXPENSES INCURRED**

This protocol is not to incur any financial obligation to neither party. However, any travel, accommodation, etc. expenses – related to the processes of negotiations and visits in drafting the protocols for each programs – will be borne by the home university. The rules and regulations regarding the expenses during the programs are to be included in the protocols for each of those programs.

In addition, participants who travel to the host institution shall acquire or show proof of major accident and medical Insurance at least equivalent to SIUE approved International Health Insurance from either host institution or private carriers approved to provide coverage in the United States or in the country of the host institution.

### **C. TERMS OF PROTOCOL**

Further detail about such activities shall be negotiated between the institutions as a memorandum of understanding is written. Nothing shall preclude informal exchanges prior to completion of this final protocol.

This protocol to engage in discussions is for a period of one (3) years, but either party will be entitled to terminate the protocol by way of two (2) months written notice to the other party.

By signing this Letter of Engagement, YTU and SIUE agree to strive in good faith toward long-term International collaboration that will benefit both institutions.

### **D. EVALUATION**

YTU and SIUE establish the following plan to annually evaluate the agreed upon outcomes.

**The above joint and dual programs will be developed and articulated in subsequent protocols by the termination of the Letter of Engagement.**

### **E. NON-DISCRIMINATION**

Neither Party will discriminate against any person on the basis of race, color, sex, religion, national origin, age, marital status, sexual orientation or disability and will comply with all of their own relevant national and local discrimination laws, policies, and practices.

### **F. AMENDMENTS**

No alteration or amendment to this protocol shall be valid unless it is in writing and has been signed by both parties. No modification agreed on orally but which has not been incorporated in the written protocol shall be binding.

### **G. EXECUTION**

As proof of protocol, the under mentioned sign this document in duplicate. Each party represents that the person executing this Protocol has the full authority to execute such Protocol.

### **H. ASSIGNMENT**

Neither Party may assign this Protocol, or any portion of it without prior written consent of the other party.

### **I. ENTIRE PROTOCOL**

This Protocol supersedes all previous contracts, protocols or understandings between the Parties with respect to the same subject matter and constitutes the entire protocol between the Parties hereto.


**J. SEVERABILITY**

If any term, covenant or condition contained in this Protocol is deemed to be invalid, illegal or unenforceable, then the rights and obligations of the parties hereto shall be construed and enforced with that term, covenant or condition limited so as to make it valid, legal or enforceable to the greatest extent allowed by law, or, if it is totally invalid, illegal or unenforceable, then as if this Protocol did not contain that particular term covenant or condition. In such event, the remaining provisions of the Protocol shall be valid and enforceable to the extent permitted by law.


**K. GOVERNING LAW**

This Protocol shall be construed and governed by the laws of the both Parties' home country. A designated representative for each institution is responsible for working with their institution's administrative officials to identify procedures or licenses that must be in place to legally carry out the proposed work under the laws of the country in which the institution they represent resides. Each party's obligations under this Protocol shall be limited by its legal and regulatory obligations under the laws of its home country.

**IN WITNESS WHEREOF**, the Parties, through their duly authorized officers, accept the above terms effective the day and year first above written.

  
**PROF. DR. ALI RIZA BUYUKUSLU**  
**INTERNATIONAL RELATIONS**  
**COORDINATOR, YTU**

**DATE**

  
**MARY KONYA WEISHAAR**  
**DIRECTOR, INTERNATIONAL**  
**AFFAIRS, SIUE**

**DATE**

*May 23, 2017*