MEMORANDUM OF UNDERSTANDING

between

EASTERN MICHIGAN UNIVERSITY

Ypsilanti, Michigan, U.S.A.



and

YILDIZ TECHNICAL UNIVERSITY

Istanbul, Türkiye



To develop mutual cooperation and to strengthen the academic relationship between Eastern Michigan University (EMU) and Yıldız Technical University (YTU) we agree to the following provisions:

Article 1

The purpose of this agreement is to promote scholarly activities of students and faculty between the two institutions, specifically:

- a. to provide teaching, research, and professional development opportunities for faculty,
- b. to provide graduate and undergraduate study and research opportunities, and faculty-sponsored practical training assignments for students,
- to collaborate in the areas of continuing education and contract learning for non-traditional students,
- d. to collaborate in research and other scholarly activities,
- e. to exchange information regarding programs of study, conferences, and other professional activities, and
- f. to collaborate in any other way that is mutually beneficial to the partners.

Within the framework of this agreement, the two institutions will endeavor to extend the participants' theoretical knowledge and practical experience and to increase their respect for the language, culture, and professional environment of the partner countries and/or regions.

Article 2

The coordinators at both institutions will correspond and, if possible, meet to discuss the implementation of the items listed in Article 1. These contacts are:

Dr. Mohamad Qatu, Dean, College of Engineering and Technology, EMU Dr. Kamuran Nur BEKİROĞLU, Vice President for Educational Affairs, Dean of Faculty of Electrical and Electronics Engineering, YTU

Article 3

Restrictions and Limitations:

- A. **Entire Agreement**: This agreement constitutes the entire agreement between the two institutions, and all prior discussions, agreements, and understandings, whether verbal or otherwise is merged in this agreement.
- B. **Nature of the Agreement**: This agreement is not to be construed as a contract in the law creating legal and financial relationships between the two institutions. Instead, it is formulated as a statement of interest and intent to facilitate and develop mutually beneficial cooperative activities and exchanges between the partner institutions.
- C. **Human and Financial Resources**: The exchange will be subject to various constraints, such as availability and suitability of faculty, students, and financial resources.
- D. **Health Insurance**: All exchange participants must have adequate medical and hospitalization insurance coverage. This insurance coverage must conform to the regulations of the host country.
- E. Independent Contractor Status of the Institutions: In the performance of this agreement each institution shall be considered an independent contractor. Neither institution is authorized or empowered to act as an agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, or representation as to any matter. Neither shall be bound by the acts or conduct of the other.
- F. **Assumption of Liability**: Each institution assumes any and all risks of personal injury, property damage, or other liabilities attributable to the negligent acts of omission or commission of that institution and the officers, employees, and agents thereof.
- G. **Liability Insurance**: Each institution warrants and represents that it has adequate liability insurance, such protection being applicable to the officers, employees, and agents of that institution while acting within the scope of their employment.
- H. Nondiscrimination policy: Each institution will conform to equal opportunity and will not discriminate based on age, race, color, religion, national origin, sexual orientation, or disability.

Article 4

Employees of either institution who participate in exchange activities will maintain their employment status with their home institution. Each institution is responsible for maintaining employment privileges, benefits, and medical and life insurance for its own employees.

Article 5

This agreement is valid for a period of **three years**, after which the institutions may mutually agree to extend/renew the agreement. Prior to extension/renewal, an evaluation will be completed before the end of the term and any mutually-agreed upon changes will be appropriately amended to the original agreement.

Article 6

The agreement will cease to exist at the date specified in the agreement. Either institution may terminate the agreement at any time, with or without cause, with thirty (30) days' prior written notice to the other institution.

Article 7

The signatures of the representatives from **Eastern Michigan University and Yıldız Technical University** below validate this agreement. This cooperative relationship begins on the completion of signing this agreement by all the signatories.

EASTERN MICHIGAN UNIVERSITY

YILDIZ TECHNICAL UNIVERSITY

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Dr. James Smith, President

Date: June 23, 2022

Dr. K. Nur Bekiroğlu, Vice-Rector

Date: June 23, 2022