

AGREEMENT

ON COOPERATION

BETWEEN

MALTEPE UNIVERSITY
(REPUBLIC OF TURKEY)

AND

V.N. KARAZIN KHARKIV NATIONAL UNIVERSITY
(UKRAINE)

Wishing to strengthen mutual understanding and friendship between the Republic of Turkey and Ukraine, in the interests of mutually beneficial cooperation in the area of higher education and training of highly skilled specialists, as well as acknowledging the importance of direct contacts between scholars and degree candidates at the academic and scientific levels of higher education for development of scholarly research and implementation of its results to meet the social needs, Maltepe University (Istanbul, Turkey), represented by Rector Professor Dr. Şahin Karasar, acting on the basis of powers available to him, and V.N. Karazin Kharkiv National University (Kharkiv, Ukraine), represented by Rector Academician Vil S. Bakirov, acting on the basis of the University Statute, hereinafter collectively referred to as the "Parties" and individually as a "Partner University", have agreed to the following:

I. SUBJECT OF THE AGREEMENT

The subject of this Agreement is scientific cooperation aiming at developing academic and research activities of both Parties taking into consideration their experience in these areas and guided by the UNESCO recommendations, as well as the exercise of the right to academic mobility that meets the basic principles of the Bologna Declaration.

II. AIMS OF THE AGREEMENT

2.1. The Parties may exchange specialists to give lectures and consultations, and to conduct scholarly research and seminars.

2.2. Both Parties express a willingness to carry out joint research on pressing scholarly problems of mutual interest.

2.3. The Parties may exchange practical experience and information on problems of pedagogy, methods of teaching, structure and contents of higher education.

2.4. Both Parties may exchange faculty, scholars, persons working for doctor's degree, postgraduate students for training and improving their skills and under- and graduate students for study.

2.5. The Parties may exchange scholarly publications, teaching materials, curricula, syllabi, reference literature, as well as exhibitions showing the achievements of both negotiating Universities.

2.6. Both Parties may cooperate in preparing and publishing teaching aids and materials.

2.7. The Parties may cooperate in organizing bilateral joint conferences and seminars. They may also invite representatives of the Partner University to attend international symposia, conferences and seminars, as well as anniversary and memorable celebrations which shall be held at the Partner University.

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2.8. Both Parties shall have an equal right to use the results of joint work conducted under the present Agreement. The results may be jointly published in the form of monographs, textbooks, papers and reviews.

2.9. The Parties agree that the most efficient form of cooperation may be establishing direct contacts between two interested Parties in specific areas based on the interests of a separate school/laboratory or a specific staff member and in the form that shall be the most acceptable for both Parties.

2.10. Selection of candidates to be sent to the Partner University and scheduling their stay shall be determined and coordinated with the host Party not later than three months prior to the date of their sending to the Partner University.

III. WORKING PROGRAM

By mutual agreement both Parties may draw up Working Programs on Cooperation implied by the present Agreement.

IV. FINANCIAL AND OTHER TERMS

4.1. Financial terms of cooperation may be specified by separate protocols for each specific kind of cooperation foreseen by this Agreement or by individual written letters of invitation sent by the Parties to each other.

4.2. To implement the collaborative activities envisaged by this Agreement, the representatives of the Parties may meet periodically to negotiate and conclude specific project agreements and programs of cooperation, including their financing with each other provided that neither of the Parties shall have power to bind the other Party without such other's consent in writing thereto.

4.3. In carrying out the goals of this Agreement the Parties may provide visiting lecturers, researchers, persons working for doctor's degree, under-, graduate and postgraduate students with the equipment facilities in the host University to enable them to carry out the agreed upon activities.

4.4. Medical insurance of the persons coming to the Partner University to take part in various activities under this Agreement shall be compulsory and it shall cover the whole period of their stay in the country of the host University.

4.5. The terms with the respect to title and exploitation of intellectual property (including trademarks and service marks, copyrights, patents designs and confidential information on the subject of such intellectual property, inventions and innovations) may be negotiated on a project-by-project basis in the specific written project agreements and programs of cooperation.

4.6. Both Parties agree that if either of them expresses a willingness to expand the area of scientific contacts and cooperation in other countries for involving other institutions, each of the Parties agrees to act in the interests of the other Party for promoting the development of scholarly contacts and cooperation.

4.7. Neither of the Parties shall use the name of the other for any purpose whether in relation to any advertisement or other form of publicity without obtaining the prior written consent of the other Party.

The Parties may notify third parties of the fact that this Agreement is in effect but they shan't disclose to any third party any confidential information of the other Party which is acquired in the course of activities under this Agreement without the prior written consent of the other Party.

4.8. The Parties may jointly appoint a bilateral commission for solving any dispute arising under or in connection with this Agreement. In case the commission fails to reach an agreement in solving the dispute, it shall be solved according to the acting legislation of Turkey and Ukraine.

4.9. The Parties shall carry out all activities under this Agreement through the offices responsible for international activity organization at Maltepe University and V.N. Karazin Kharkiv National University.

V. PERIOD OF VALIDITY OF THE AGREEMENT

5.1. The present Agreement may be supplemented and partially amended on the basis of written consent of both Parties.

5.2. This Agreement may be cancelled by mutual consent ahead of schedule if either Party notifies of it in writing not later than six months prior to the assumed date of the Agreement termination. In this case the Parties commit themselves to fulfill all existing obligations under the forms of cooperation, which have been started earlier and specified by the terms of this Agreement.

5.3. The present Agreement shall become effective after having been signed by the authorized representatives of both Parties. The Agreement is in force for five years, and it shall be considered automatically extended for each subsequent five-year term if neither Party notifies its counterpart in writing of its unwillingness to extend the Agreement not later than six months prior to its expiration date.

5.4. The Agreement is entered in two (2) copies in the English language and two (2) copies in the Ukrainian language, both texts having equal force. In case of discrepancy between the English and the Ukrainian versions of the Agreement, the English one shall prevail.

Each Party shall retain one (1) copy of the Agreement in both languages.

VI. LEGAL ADDRESSES OF THE PARTIES

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On behalf of
Maltepe University

Professor Dr. SAHİN KARASAR
Rector

On behalf of
V.N. Karazin Kharkiv National University

Academician V. S. BARISOV
Rector



"30" January