



Université Internationale de Rabat
THE INNOVATIVE UNIVERSITY



GENERAL AGREEMENT

BETWEEN

UNIVERSITÉ INTERNATIONALE DE RABAT (UIR)

AND

TOKAT GAZIOSMANPAŞA UNIVERSITY (TOGÜ)



Université Internationale de Rabat
THE INNOVATIVE UNIVERSITY



DECEMBER,2021

GENERAL AGREEMENT

This general agreement (hereinafter referred to as the "General Agreement") is made on (06.12.2021) (hereinafter referred to as the "Effective date") by and between:

Université Internationale de Rabat, a public funded university, implemented in partnership with the Moroccan State, incorporated according to the laws of the Kingdom of Morocco, having its campus at Technopolis, Rocade de Rabat-Salé, Sala Al Jadida, Morocco, duly represented for the purposes of this General Agreement by its President, Pr. Nouredine MOUADDIB;

Université Internationale de Rabat being hereinafter referred to as "UIR";

The University of Tokat Gaziosmanpasa a (public national) university incorporated according to the laws of (Turkey), having its registered campus in ---, duly represented for the purposes of this General Agreement by its (Rector), Prof. Dr. Bünyamin ŞAHİN---

The University of --- being hereinafter referred to as "TOGÜ".

TOGÜ and UIR are hereinafter collectively referred to as the "Parties" and individually as the "Party".

The Parties agree as follows:

Article 1: Purpose of the General Agreement

For the purpose of furthering cooperation through educational and academic exchanges, the Parties hereby agree to foster the establishment of a mutually beneficial relationship for their institutions.

The Parties hereby agree to collaborate within the term of the General Agreement in order for them to set up a strong and long-lasting collaboration.

Areas of collaboration may be but not limited to:

- Undergraduate and graduate cursus/learning, involving double diplomas or joint diplomas in fields such as engineering, computer science, management and business, political science, economics, etc.;
- Student exchange for semesters abroad in the Parties' campuses;
- Student exchange in the Parties' Summer programs;
- Development of joint research activities in areas of common interest for the Parties;
- Academic and research networking;
- Exchange of academic publications;
- Cooperation in Executive Education programs in Morocco;
- Development of mutually beneficial academic programs and courses;
- Exchange of academic faculty for purposes of teaching and research, upon common interest and agreement of the Parties;



- Reciprocal assistance for visiting academic staff and students;
- Any other area of collaboration of relevance to the Parties.

Article 2: Execution Agreements

2.1 Parties may agree in the future to diversify their collaboration in other areas and through other projects. In such case, each new project of collaboration shall be defined in a specific agreement (“**Execution Agreement**”) which shall set forth all the details regarding the term, the purpose, the financial conditions if applicable, etc. Each specific agreement/Execution Agreement shall be agreed upon and shall be signed by the Parties.

2.2 The General Agreement and the Execution Agreements are interdependent. Execution Agreements are consequences of the General Agreement.

In the event that the General Agreement terminates, all the Execution Agreements signed between the Parties shall be impacted, unless the Parties agree on an alternative solution to the situation.

In the event that one of the Execution Agreement terminates, the General Agreement and the other Execution Agreements shall remain effective.

Article 3: Intellectual Property

In the case of a joint research project, discussion of a written agreement regarding intellectual property and technology transfer, which may include the promotion of research products with commercial applications, will take place before the start of the project.

Any benefits and intellectual properties generated under the collaborative works should be proportionally shared based on the contribution of each Party.

Details and conditions shall be set forth in Execution Agreements.

Article 4: Confidentiality

Each Party agrees to keep strictly secret and confidential any information received from the other Party and marked as confidential. Confidential information provided by one Party to the other shall in any event remain that Party’s exclusive property. The confidential information shall be used solely for the purposes contemplated herein. This General Agreement itself shall remain confidential and shall not be disclosed to any third party.

Article 5: Term

The present General Agreement shall commence on exchange and shall remain in force during five (5) academic years.

Such term can be renewed in writing upon agreement between both Parties, for five (5) more academic years.

Article 6: Amendment

No amendment, variations or alterations to this General Agreement shall be effective unless made in writing and duly signed by the authorized signatories of each Party.

Article 7: Termination

The Parties will act to comply with their agreed contributions to the project throughout its duration, and to avoid sudden or early termination of this Agreement.

Each Party has the option to end this General Agreement before its term, under the cumulative conditions below:



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- (i) To transmit to the other Party a six (6) month prior notice, setting forth the reasons of the anticipated termination;
- (ii) Not to jeopardize at the moment of the prior notice the ongoing curricula and collaborative research or any joint project that was agreed upon by the Parties in Execution Agreements. Hence, the termination of the General Agreement shall be effective at the end of the ongoing curricula, at the Bachelor's and Master's levels, and at the end of the collaborative research on ongoing projects.

In all cases of anticipated termination, the Parties agree to ensure a satisfactory completion of the ongoing curricula, and under no circumstance the Parties shall jeopardize the curricula of the enrolled Students until their graduation.

Article 8: Severability

In the event that any provision of this General Agreement is deemed to be unlawful or unenforceable, the other provisions of this General Agreement and the Execution Agreements shall remain in full force and effect and the Parties shall mutually agree upon lawful or enforceable provisions economically equivalent to those deemed to be unlawful or unenforceable.

Article 9: Assignment

No Party shall assign, mortgage, charge, transfer or otherwise dispose of its rights and benefits under this General Agreement without the prior written consent of the other Parties.

It is agreed between the Parties that this General Agreement is intended to be legally binding and to impose obligations on the Parties.

Article 10: Notices

Any and all notices to be given pursuant to this General Agreement shall be sent by email and/or airmail to the addresses set out below or to such other addresses as any Party may from time to time notify to the other Party in accordance with the provisions of this Article.

If to UIR

Mrs Meryem EL ALaoui
Head of International Relations and Partnerships
Email : meryem.elalaoui@uir.ac.ma
Address: Université Internationale de Rabat
Technopolis, Rocade Rabat-Salé, Sala Al Jadida, Maroc
Tel: 00 212 (0) 530 11 20 24
Website : www.uir.ac.ma

If to TOGÜ:

Prof. Dr. Kubilay Özyer
International Relations Office Coordinator
Address: Taşlıçiftlik Kampüsü Mühendislik Fakültesi B Girişi
Tel: +90 356 252 1616
Email : kubilay.ozyer@gop.edu.tr
Website : www.gop.edu.tr
Cc to: ---
Email: bunvamin.sahin@gop.edu.tr



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Article 11: Dispute Resolution

The Parties undertake to use their best efforts to settle amicably all disputes between them concerning this General Agreement or agreements that may result.

IN WITNESS WHEREOF, each of the Parties has caused this General Agreement to be executed, sealed, and signed in two (2) original versions, as of the day and year first above written.

ACCEPTED AND AGREED

Sala Al Jadida, 06.12.2021

For and on behalf of UIR

 Université Internationale de Rabat
Prof. Nouredine MOUADDIB
Rabat-Sala Al Jadida
Tél: +212 5 30 10 30 18
Name: Prof. Nouredine MOUADDIB
President

ACCEPTED AND AGREED

Tokat, 06.12.2021

For and on behalf of TOGÜ


Name: Prof. Dr. Binyanin ŞAHİN
Rector



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SPECIFIC AGREEMENT ON STUDENT EXCHANGE

BETWEEN

UNIVERSITÉ INTERNATIONALE DE RABAT (UIR), MOROCCO

AND

GAZIOSMANPAŞA UNIVERSITY (TOGÜ), TURKEY

The Tokat Gaziosmanpaşa University (TOGÜ) Tokat, Turkey and Université Internationale de Rabat (UIR), Sala Al Jadida, Morocco, hereby agree to promote student exchange between the two institutions based upon the present specific agreement (hereafter "Specific Agreement"), which is attached to the Main Agreement signed by the Parties on ---.

TOGÜ and UIR are hereinafter collectively referred to as the "Parties" and individually as the "Party".

PURPOSE

The purpose of this Specific Agreement is to further mutual understanding between Tokat Gaziosmanpaşa University and UIR, and to enhance each institution's teaching, learning, and internationalization objectives. This Specific Agreement provides for exchange opportunities for undergraduate, graduate and PhD students. TOGÜ and UIR agree to institute this exchange program under the following terms:

1. Duration of Stay

The duration of stay for exchange students at the host institution shall be for a period of one semester, one academic year, or one summer session.

2. Numbers of Exchange Students

Each Party may send and accept under this Specific Agreement up to 5 student(s), per semester which is a total of 10 student(s), per academic year. If necessary, such number can be raised upon agreement by both Parties.

The Parties undertake to balance the numbers of students from each institution during the term of the Specific Agreement.

3. Status of Exchange Students

Each Party shall normally accept incoming exchange students as non-degree students (i.e. students who do not aim at obtaining a degree or other formal qualification from the host university.) All participants will be registered at all times as full-time students at the home university, in accordance with the regulations of the home university.

4. Acceptance Procedures and Deadlines to apply

The students participating in the exchange program under the terms of this Specific Agreement shall be selected initially by the home institution, and the host institution shall make the final admission decision in each case. The following selection criteria will generally apply but may be varied in appropriate cases:

- (1) Students will have completed at least one semester of university work prior to participation in the exchange;
- (2) Good academic standing, as reflected by a minimum average mark of 12/20 (equivalent to 2.8 GPA out of 4.0)

Each Party will appoint an Exchange Coordinator to administer the terms of this Agreement. The International Office will administer the program at TOGÜ. At UIR, the exchange will be managed by the Department of International Relations and Partnerships.

The home institution shall submit to the host institution the selected applications in line with the following deadlines:

For UIR:

- ✓ For a student mobility in the Spring semester, the application deadline is due to November 30th.
- ✓ For a student mobility in the Fall semester, the application deadline is due to May 30th.



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Applications are sent to: ri@uir.ac.ma

For TOGÜ:

- ✓ For a student mobility in the Spring semester, the application deadline is due to December 15th.
- ✓ For a student mobility in the Fall semester, the application deadline is due to July 15th.

Applications are sent to erasmusyonetim@gop.edu.tr :

5. Study Program

Each exchange student shall determine the study program at the host institution in consultation with academic advisors of both the home and host institutions. Depending on the study program, language requirements and/or other prerequisites may be imposed in accordance with the regulations of the host institution. Exchange students will normally be permitted to enter programs unless these programs are subject to limited enrollments.

For each exchange student, a Learning Agreement with all the selected courses shall be prepared by the student and his/her professors in the home and host institution. The Learning Agreement shall be validated by the student's academic advisors from both institutions, before being signed and stamped by the parties (the student, the home institution school, and the host institution school).

6. Academic Record and Accreditation

The host institution shall evaluate the academic performance of each exchange student according to its rules and shall send the home institution the academic record/transcript of each exchange student. The home university should determine the academic credit to be granted to their exchange students for courses completed after the duration of study at the host university.

7. Tuition, Fees, Insurance, Visa, and Expenses

Provided they have paid the appropriate tuition and fees to their home institution, in accordance with the regulations of the home institution, exchange students shall not be required to pay tuition or related fees to the host institution, other than the other costs set forth below.

Other costs, including bus passes, housing, international travel, Visa fees, accommodation, books, supplies, meals, health insurance, and other incidental expenses arising out of the exchange, will be the responsibility of the exchange student.

All students participating to the exchange or student mobility must subscribe a health insurance to cover them while in the host country.

The host institution will assist the incoming student in finding accommodation for exchange students when necessary.

Any incidental fees assessed against participating students under this Specific Agreement shall not be greater than those normally paid by students at the host university.

The exchange student is responsible for all expenses of accompanying spouse and/or dependents.

8. Student's Obligations

Exchange students are subject to the rules and regulations of the host university and host country in addition to those at their home university. Any breach of those rules and regulations will be dealt with in accordance with the established policies and procedures of the host university in consultation with the home university.

9. Government Requirements

Exchange students will meet all requirements of the host country as regards immigration, including where appropriate, arrangements for their family members and dependents. Exchange students shall ensure that they keep their host institution fully informed of their movements and their contact details during the period of their exchange. The host institution will act as the point of contact with the student.

10. Commencement and Duration of the Agreement

This Specific Agreement may be modified through the mutual discussion and consent of the two universities and shall remain in effect from the date of signature for the same period as the Main Agreement it refers to.

It may be extended in writing, for similar terms or more, upon mutual consent of the Parties.



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Modifications to this Specific Agreement may be made only in writing by mutual consent.

In the event that either Party terminates the Specific Agreement, the host institution shall honor the terms of the Specific Agreement for students whose exchange has been approved prior to termination, as if the Specific Agreement remained in force for the period of exchange.

In Witness of the terms of this Specific Agreement, the Parties' representatives' signatures are affixed:

Tokat Gaziosmanpaşa University (TOGÜ)

UNIVERSITÉ INTERNATIONALE DE RABAT (UIR)

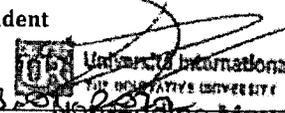

Name: Prof. Dr. Büyükkadir SAHİN
Title: Rector


Date: 03-01-2022

Name : Prof. Nouredine Mouaddib

Title : President

Date: 03-01-2022



Université Internationale de Rabat
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