



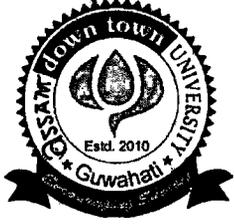
MEMORANDUM OF UNDERSTANDING (MOU) AND ACADEMIC COLLABORATION

BETWEEN

Assam down town University, Guwahati, Assam, India
&
Tokat Gaziosmanpaşa Üniversitesi, Turkey

Assam down town University, Guwahati, Assam, India, and Tokat Gaziosmanpaşa Üniversitesi, Turkey aims to establish and develop a close partnership to promote academic and cultural exchanges between the two Institutions through mutual assistance, especially, in the areas of teaching and research. This Memorandum of Understanding (MOU), upon approval of the Vice-Chancellor of Assam down town University and the Tokat Gaziosmanpaşa Üniversitesi, Turkey will serve as a general framework for institutional co-operation. It will facilitate faculty members to discuss and develop specific programs of co-operation. Each University will designate a liaison officer to co-ordinate the application of this MOU in the best interest of both Institutions. Co-operative relations shall be carried out through the activities such as:

- **Student Exchange:** In the case of the exchange of students, each University will evaluate and decide on the study period of the relevant student. A student, who has received a grant and fulfills the entrance level of each institution, will be treated as a fully accepted student of the concerned School/Faculty/Department, with all the same rights and regulations.
- **Faculty Exchange:** The exchange of academic staff for a short duration in order to share expertise and knowledge among staff and students of both institutions.
- **Research Degrees:** The provision of placements and support for Master's Students to undertake a period of research/placement at the partner institution.
- **Summer/Spring Program:** Both universities will agree to participate in short-term Summer/Spring programs arranged by other partner institutions. In this matter, the partner institution will circulate the notices among students and motivate them to attend the summer program for capacity building and cross-cultural education.
- **Intern Exchange:** To encourage young entrepreneurs, newly graduated, and young teaching assistants, both institutions will facilitate them for internship placement from the



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partner institution.

- **Scholarship Opportunity:** Both institutions may arrange scholarship opportunities for meritorious students of the partner institution and cooperate accordingly.

- **Intellectual Property Rights**

- a) In connection with this MOU, either Party may prepare, compile, and distribute materials ("Materials") for use during the discussions. Each Party or its independent contractor(s) authoring such Materials shall retain all ownership right, title, and interest (including copyright) in the Materials. Neither Party shall have the right to reproduce, modify or use the Materials of the other Party without the prior written consent in each instance of the other Party or the independent contractor(s) authoring such work.
- b) Subject to mandatory provisions of applicable laws, any intellectual property rights derived from performing MOU shall be owned by AdtU, and the use, ownership, and licensing of such intellectual property rights shall be governed by AdtU intellectual property policies.
- c) The University will remain the owner of the knowledge, methodologies, software, and tools that are its own and that it makes available for the execution of this MOU, which are not understood in any case to be transferred by virtue of it. Therefore, AdtU will refrain from carrying out any conduct that directly implies a violation of intellectual property rights on any material used in the execution of this MOU, whose ownership falls on the University, responding to it for any direct damage, immediate and proven that it may cause by the breach of this obligation.

- **Binding Obligations**

Notwithstanding the non-binding nature of this MOU, the parties hereby agree that the following provisions shall be binding on the Parties:

- a) **Confidentiality**

The existence, the terms and conditions of this MOU, all drafts of agreements and other information exchanged and all negotiations between the Parties in connection therewith shall be confidential information and shall not be disclosed to any third party by either party other than to its shareholders, directors, officers or advisors who have a need to know, and in each case only where such persons or entities are under appropriate nondisclosure obligations unless the disclosure is required by law or regulatory authority or any stock exchange on which the shares of any party are listed. If any Party determines that it is required by law or regulatory authority or stock exchange to disclose information regarding this MOU or to file this MOU with any regulatory body, it shall, within a reasonable time before making any such disclosure or filing, consult with the other Party regarding such disclosure or filing and seek confidential treatment for such portions of the disclosure or filing as may be requested by the other Party.

- b) **Negotiation Costs**

Each Party will respectively bear its own costs and expenses arising from its consideration of, and any negotiations relating to, this MOU and the cooperation programs contemplated by this MOU-

Each of the parties shall be responsible for the payment of the taxes, duties, and/or any other contribution that, according to the applicable legislation, may correspond to it.

In terms of faculty exchange, student exchange, and research-oriented programs, University will have to pay for the Fight fairs of both Up and Down routes for their own staff. And with the allocated budget, all basic expenses, will be borne by the university

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Handwritten signature or initials

where all the programs will be conducted. Basic services include free breakfast, meals, free accommodation on campus, and free transport to and from the airport to the University. For the visit of partner university also obey the same terms and conditions in case of Faculty exchange, Student exchange, and research collaborations

c) Governing Law

This MOU shall be construed in accordance with the laws of the home country of the party in breach of the terms and conditions of this MOU.

d) Dispute Resolution

In the event of any differences or disputes arising out of the interpretation or application of the provisions of this MOU, the Parties shall immediately consult each other with the view to expeditiously resolve such differences or disputes in a spirit of mutual understanding and co-operation.

e) Variations

The terms stipulated in this MOU shall not be amended, altered, changed, or otherwise modified without the mutual consent of the Parties and such amendments, alterations, changes, and modifications shall be made in writing and signed by the Parties hereto.

The two parties agree the implementation of the cooperative memorandum of this MOU will be agreed by specific Contracts.

The provisions and activities specified in this MOU are subjected to the availability of funds and the approval of the Authorized Officers of both Institutions. At the time of signing the parties have not given rise to any financial constraints. Financial obligations arise only in accordance with the detailed contract of each implementation program.

The MOU shall take effect from the date of signing and shall be valid for an initial period of 5 (five) years. Any amendment and/or modification of this require the written approval of the authorized signatory of the partner University and the Vice-Chancellor of Assam down town University and shall be appended hereto. If either party does not have a need to cooperate, the two parties will agree to terminate this memorandum of understanding in writing. Neither University shall take action relative to this MOU without consultation with the partner in this MOU.

Authorized signatory on behalf of
Assam down town University,
Assam, India

Authorized signatory on behalf of
Tokat Gaziosmanpasa University


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Prof. (Dr.) N.C Talukdar
Vice Chancellor
Assam down town University,
Assam, India


Prof. Dr. Faruk YILMAZ
Rector
Tokat Gaziosmanpasa University

Date:
Place:

Date:
Place:

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**Prof. (Dr.) N C Talukdar
Vice Chancellor
Assam down town University,
Assam, India**

**Prof. Dr. Fatih YILMAZ
Rector
Tokat Gaziosmanpaşa University**



Date:
Place:

Date:
Place: