



MEMORANDUM OF UNDERSTANDING

BETWEEN

TOKAT GAZIOSMANPAŞA UNIVERSITY (TURKEY)

AND

**NORTHERN (ARCTIC) FEDERAL UNIVERSITY
NAMED AFTER M.V. LOMONOSOV (RUSSIA)**

**ON ACADEMIC, RESEARCH AND DEVELOPMENT
COLLABORATION**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MoU") is entered into

BETWEEN

TOKAT GAZIOSMANPASA UNIVERSITY (hereinafter referred to as "**TOGU**"), is a public university established in 1992 and primarily located in **Tokat**, Turkey,

AND

NORTHERN (ARCTIC) FEDERAL UNIVERSITY NAMED AFTER M.V. LOMONOSOV (hereinfter referred to as "**NArFU**") located in Arkhangelsk, Russia, **TOGU** and **NArFU** shall hereinafter referred to singularly as "**the Party**" and collectively as "**the Parties**" as the case may be.

WHEREAS

- A. **TOGU** is an established university in Turkey that has maintained its reputation for academic, research and innovation excellence. **TOGU** has also entered into various collaborative arrangements with other universities in various countries to enhance its academic and research collaboration.
- B. The Parties are desirous of entering into this MoU to declare their respective intentions and to establish a basis of co-operation and collaboration between the Parties upon the terms as contained herein.

HAVE REACHED AN UNDERSTANDING AS FOLLOWS:

1.0 OBJECTIVE

1.1. The Parties, subject to the terms of this MoU and the laws, rules, regulations and national policies from time to time in force in each Party's country, will endeavor to develop academic and research cooperation and to promote relations and mutual understanding between both universities.

2.0 AREAS OF COOPERATION

2.1. Both Parties will, subject to the laws, rules, regulations and national policies from time to time in force, governing the subject matter in their respective countries, endeavor to take necessary steps to encourage and promote cooperation in the following areas:

- i. Encouraging academic and research cooperation between the universities.
- ii. Setting-up joint research activities in areas of mutual interest.
- iii. Inviting faculty members, research scholars and/or students for academic visits and exchanges.
- iv. Exchanging publications and other teaching materials.
- v. Co-sponsoring seminars, courses, workshops and other academic meetings on matters of mutual benefit.
- vi. Any other areas of cooperation to be mutually agreed upon by the Parties.

3.0 FINANCIAL ARRANGEMENTS

3.1. Both Parties agree that all specific arrangements and plans for activities are to be negotiated and are dependent on the availability of funds and resources for each such activity.

3.2. Both Parties agree to seek financial support from national and international organizations for the cooperative activities to be undertaken as stated under the terms of this MoU.

4.0 EFFECT OF MEMORANDUM OF UNDERSTANDING

4.1. This MoU serves only as a record of the Parties' intentions and does not constitute or create, and is not intended to constitute or create obligations under domestic or international law and will not give rise to any legal process and will not be deemed to constitute or create any legally binding or enforceable obligations, express or implied.

5.0 FINANCIAL AGREEMENT

5.1. This Memorandum of Understanding will not give rise to any financial obligation by one Party to other.

5.2. Each Party will bear their own cost and expenses in relation to this Memorandum of Understanding. A detailed description of the scope of any activity described in this MoU and agreed to by the Parties shall be defined in a written and signed International Agreement for Academic Cooperation, which shall supplement this MoU.

6.0 INTELLECTUAL PROPERTY RIGHTS AND PUBLICATIONS

6.1. TOGU and NArFU will share all data and research findings relating to this MoU and the relevant International Agreement for Academic Cooperation. Ownership of any patent rights, copyrights, and other intellectual property rights to any discoveries, inventions, and products resulting from this MoU and International Agreement for Academic Cooperation that may be commercially useful will be determined based on the contributions of TOGU and NArFU.

6.2. Both Parties must obtain each other's written approval for the utilization and publication of any data and research finding resulting from a joint activity relating to this MoU and the relevant International Agreement for Academic Cooperation.

6.3. Detailed management of intellectual property rights and publications shall be defined and provided in International Agreement for Academic Cooperation of each activity.

7.0 CONFIDENTIALITY

7.1. Each Party agrees to hold in strict confidence any and all information concerning the Project disclosed by the other Party in connection with this Agreement and shall not disclose the same to any third party without prior written consent of the other Party and shall not use the same for any other purpose than the Project.

7.2. The obligation of confidentiality according to clause 7.1 shall not apply to such information for which it can be proved that the information:

- (i) is at the time of disclosure generally available to the public;
- (ii) becomes after disclosure, generally available to the public through no fault of the receiving Party,
- (iii) is prior to disclosure in the receiving Party's possession as evidenced in a documentary form,
- (iv) is received from any third party with a right to disclose;

or

(v) is independently developed without using information disclosed by the other Party.

7.3. The Parties hereto acknowledge that in the event of any breach of this Clause 7 by either Party, the disclosing Party may suffer substantial loss and damage which monetary damages cannot adequately remedy. The Parties acknowledge and agree that the disclosing Party shall be entitled to injunctive and other equitable relief in enforcing the obligations in this clause 6 in addition to all other remedies available to the disclosing Party in law.

8.0 VALIDITY, RENEWAL AND TERMINATION OF THE AGREEMENT

8.1. This MoU is valid for a period of three (3) years from the date of its signing by both Parties. It shall be automatically extended for another three-year period unless one of the Parties expresses its wish to terminate the MoU by providing the other Party with written notice at least ninety (90) days prior to the beginning of the next MoU period.

8.2. Either Party may at any time give notice to the other Party of its intention to terminate this Agreement, in which case this Agreement shall terminate ninety (90) days after such notice has been given in writing.

8.3. Notwithstanding the expiration of the term hereof or early termination of this MoU as provided herein, both Parties shall continue to perform their respective responsibilities for ongoing activities specified in this MoU until their completion and the obligations of the Parties in clause 7 herein shall survive and remain binding on the Parties.

9.0 SETTLEMENT OF DISPUTES

9.1. Any dispute, difference, controversy or claim between the Parties arising out or in relation to this MoU or the breach termination or invalidity thereof shall be settled amicably by the Parties. In the event that the dispute, difference, controversy or claim cannot be settled amicably within thirty (30) days from the date of the sending of a notice given by one Party to the other for settlement of the dispute, difference, controversy or claim, the reference shall be made to a panel of three arbitrators, one to be appointed by each Party and the third to be jointly appointed by both Parties.

10.0 RELATIONSHIP OF THE PARTIES

10.1. No provision of this MoU is to be construed as creating a partnership or fiduciary relationship between the Parties hereto. No provision of this MoU is deemed to constitute either Party as the legal representative or agent of the other for any purpose whatsoever. Neither Party shall have any right or authority to assume, create or incur any liability nor obligation of any kind expressed or implied against in the name or on behalf of the other Party except as otherwise expressly provided herein or as may otherwise be agreed in writing by the Parties.

11.0 LANGUAGE AND NOTICES

11.1. Any notice, approval or request required or permitted to be given or made under this MoU shall be in writing in the English Language. Such notice, approval or request shall be deemed to be duly given or made when it shall have been delivered by hand, mail, telex, facsimile or e-mail to the Party to which is required to be given or made at such Party's address specified below, or at such other address as either Party may specify in writing.

If to TOGU:

International Relations Office
Faculty of Engineering and Natural Science
Gaziosmanpaşa Üniversitesi, Taşlıçiftlik
Yerleşkesi, 60250 Merkez/Tokat Merkez/Tokat,
Turkey
Tel. no. : +90356-2521616
Fax no : +90356-2521132
E-mail address : internationalrelations@gop.edu.tr

If to NArFU:

Department of International Cooperation
Northern (Arctic) Federal University named after M.V. Lomonosov
163002, Russia, Arkhangelsk
17 Northern Dvina Embankment, Office 1326a
Tel. no. : +7 (8182) 218927
E-mail address : international@narfu.ru

12.0 FORCE MAJEURE

12.1. Neither of the Parties shall be liable to the other Party for failure or delay in the performance of any of its obligations under this MoU due to a cause beyond its reasonable control and without the fault of such impeded Party (hereinafter such cause will be referred to as "Force Majeure Event"), such events include, but not limited to riots, civil commotions, wars (declared or not), hostilities between nations, laws, governmental orders or regulations, embargoes, earthquakes, storm, fires, explosions, strikes, sabotage, accidents, act of terrorism; provided that the impeded Party shall promptly inform the other Party not so impeded of the detail of such cause and both Parties shall discuss way of resolving the Force Majeure Event.

12.2. If the Force Majeure Event continues, or if, in the absolute opinion of the unimpeded Party, is likely to continue for a duration of ninety (90) days, the Parties agree that this MoU may be terminated immediately by the unimpeded Party by giving a written notice of the immediate termination of this MoU to the other Party.

12.3. If the Parties agree to continue with this MoU despite the Force Majeure Event, if the Force Majeure Event eventually continue for a duration of ninety (90) days from the date the Parties agree to continue with the MoU, on the expiry of that ninety (90) days period, either Party may give a written notice of the termination of this MoU to the other and such notice of termination shall take effect immediately.

12.4. The termination of this MoU under the provisions of this MoU shall be without prejudice to all accrued and continuing obligations of one Party toward the other Party incurred or agree to prior to the date of termination which is not covered and/or affected by the Force Majeure Event.

13.0 SEVERABILITY

13.1. Each clause hereof shall be deemed to be independent, and the invalidity of any such clause, which may be unenforceable as being contrary to the principles of law, shall not affect the validity of any other clause of this MoU.

14.0 WAIVER

14.1. The failure of any Party hereto at any time to require performance by any of the Party of any of the provisions of the MoU, shall in no way affect the right of such Party to require performance of that provision, and any waiver by either Party of any breach of his MoU shall not be considered as a waiver of any continuing or succeeding breach of such provision.

15.0 ENTIRETY AND ALTERATION

15.1. This MoU constitutes the entire agreement between the Parties hereto. No modification, alteration or waiver of any of the provision of this MoU shall be of any force or effect, unless in writing and signed by the Parties hereto.

IN WITNESS WHEREOF, the undersigned, being duly authorised by their respective organisations, sign this MoU on the date as above written.

Signed by
For and on behalf of
Tokat Gaziosmanpaşa University
Taşlıçiftlik Yerleşkesi,
60250 Merkez/Tokat Merkez/Tokat, Turkey
In the presence of


.....
Prof. Dr. Bünyamin Şahin
Rector


.....
Assoc. Prof. Kubilay Ozyer
International Relations Coordinator

Signed by
For and on behalf of
**Northern (Arctic) Federal University
named after M.V. Lomonosov**
163002, 17 Northern Dvina Embankment,
Arkhangelsk, Russia


.....
Prof. Elena Kudryashova
Rector
02.12.2019