ACADEMIC COOPERATION PROTOCOL
BETWEEN
BALL STATE UNIVERSITY
Muncie, Indiana, USA
And
YILDIRIZ TEKNIK UNIVERSITY
Istanbul, Turkey

This Academic Cooperation Protocol is entered into this 11th day of March, 2009, by and between Ball State University ("BSU"), a state-assisted institution of higher education in the United States, and Yildiz Teknik University ("YTU"), a state institution of higher education in Istanbul, Turkey. In the interests of expanding educational opportunities and furthering international understanding, BSU and YTU agree to facilitate the educational exchange of students and faculty members.

WHEREAS, BSU and YTU desire to promote the enrichment of their teaching, learning, research, and international relationship; and

WHEREAS, BSU and YTU desire to strengthen and expand the mutual contacts between the two universities; and

WHEREAS, BSU and YTU desire to facilitate the educational exchange of students and faculty members;

NOW THEREFORE, it is mutually agreed as follows:

1. PURPOSE. This international academic cooperation and protocol is established to realize the mutual benefits of educational exchange between Yildiz Teknik University and Ball State University.

2. SCOPE OF ACTIVITIES. Activities envisioned under this protocol include:
   a. Exchange of documentation, faculty, staff and/or students
   b. Development of proposals seeking external support for collaboration in research, instruction, or service functions
   c. Dual degree program
   d. Other activities within the scope and mission of both institutions

3. NEED FOR ADDITIONAL PROTOCOLS. Separate protocols are needed to realize exchange of students or dual degrees.

4. PROTOCOL COORDINATORS. Both parties agree to identify Protocol Coordinators to set reciprocal goals and to oversee achievement of the specific activities identified in the Academic cooperation and Protocol.

5. APPROVAL OF EXCHANGE CANDIDATES. Candidates for faculty, staff or student exchange must be recommended by the Protocol Coordinators, with final approval subject to normal procedures at the host institution.

6. GOVERNING POLICIES. Host institution policies govern the scope of activities of exchange participants while abroad. The sending institution will ensure adequate health, accident, and repatriation insurance coverage as a condition of participation.
7. **FINANCIAL OBLIGATIONS:**
BSU and YTU shall assume no financial responsibility for employment, compensation, travel, transportation, local subsistence and other expenses incidental to this agreement. Each university is responsible for the expenses of its faculty, staff and students.

8. **TERM:** This Protocol shall commence on March 11th, 2009, and terminate on January 31, 2014. Prior to the expiration date, the Protocol may be reviewed for possible renewal for subsequent years. It shall be subject to revision, modification or renewal by mutual written protocol of the parties. In addition, either university may terminate the Protocol in advance of its normal expiration date by providing the other university with three (3) months prior written notice. In this case, students and personnel already participating in the activities covered by this Protocol shall serve out their terms under the conditions specified in this Protocol. If the Protocol is not renewed by mutual consent, the Protocol will conclude at the end of the specified time period or after activities in progress have concluded.

9. **INDEMNIFICATION:** The parties agree to indemnify and hold one another harmless from any and all claims initiated by participants, their parents, spouses, dependents, survivors or agents arising from any negligent act or omission on the part of either university or any of their employees. Neither BSU nor YTU shall be liable for acts of the other, nor shall they be liable for acts of faculty or students participating in this program.

10. **NONDISCRIMINATION:** BSU and YTU agree that no person shall on the grounds of race, religion, color, sex, age, national origin or ancestry, disability or status as a disabled or Vietnam era veteran or any other basis prohibited by applicable law be excluded from participation under the terms of this Protocol.

11. **RELATIONSHIP:** The relationship of BSU and YTU under this Protocol shall be that of independent contractors, and a party shall not be deemed, nor hold itself out as being, a partner or agent of the other party.

**IN WITNESS WHEREOF,** Ball State University and Yildiz Teknik University have caused this Protocol to be signed by their duly authorized representatives.

**YILDIZ TEKNIK UNIVERSITY**

Signature

Printed Name

Rector

Title

Date

**BALL STATE UNIVERSITY**

Signature

Printed Name

President

Title

Date