MEMORANDUM OF UNDERSTANDING
CO-OPERATION AGREEMENT

Between

L.C. SMITH COLLEGE OF ENGINEERING AND COMPUTER SCIENCE,
SYRACUSE UNIVERSITY, USA.

And

FACULTY OF ELECTRICAL AND ELECTRONICS ENGINEERING,
YILDIZ TECHNICAL UNIVERSITY, TURKEY

This document constitutes a memorandum of understanding (MOU) between Syracuse University (SU) on behalf of its L.C. Smith College of Engineering and Computer Science (LCS-SU), Syracuse, New York, U.S.A., and Yildiz Technical University (Yildiz) on behalf of its Faculty of Electrical and Electronics Engineering (EE-Yildiz), Istanbul, Turkey.

I. Aims & Objectives

This MOU broadly aims at development of mutually and academically beneficial outcomes in the field of engineering. This shall be achieved by the pursuance of the following:

(1) To collaborate in offering SU’s MS programs to students who can fulfill some of the degree requirements by taking courses at Yildiz.
(2) To provide opportunities for students of Yildiz to pursue graduate studies leading to M.S. or Higher degrees in Engineering disciplines from SU.
(3) To pursue joint research projects and to promote faculty and student exchange programs between SU and Yildiz.
(4) To organize and conduct joint conferences, seminars, workshops, short-term courses, and meetings with participants from SU and Yildiz.

II. Identified Area of Cooperation, as of now

The following shall be the “primary area” of partnership. Additional collaborations may be developed by mutual consent, and shall require other agreements to be separately detailed and documented.

1. SU will offer the Master of Science degree program in Electrical Engineering, with instruction occurring both at the Davutpasa Campus of Yildiz campus and the SU main campus.
2. Yildiz will admit students to the program. SU will review and approve admission of these applicants if their credentials are consistent with SU’s admission standards.
3. SU may specify prerequisite courses to be taken by admitted students before they can register for graduate-level courses. SU will not charge tuition for these prerequisite courses.
4. No more than 25 students will be enrolled in the program in each year; this number may be modified by mutual consent in future agreements.
5. Articulation agreements will be set up, establishing SU course equivalents for courses taught at Yildiz.
6. SU will accept up to nine graduate course credits taken at Yildiz to be transferred to the MS-EE program at SU.
7. Up to six additional graduate level SU course credits may be taken at Yıldız, to be taught either by full-time Yıldız faculty or SU faculty. SU will provide a 75% tuition scholarship for these credits.

8. At least 15 graduate level course credits must be taken at Syracuse, for which SU will provide a 50% tuition scholarship to students enrolled in the program.

9. Yıldız will provide competent faculty to provide instruction during the first year. SU will provide monitoring, curriculum review, and assistance.

10. Yıldız will provide space and resources needed for instruction during the first year. Yıldız will provide temporary office space for any SU faculty who may visit Yıldız to assist with the program.

11. All students participating in the program shall be accorded rights normally conferred on students enrolled in the host university, including career assistance and placement services. Participating students shall be subject to applicable policies, procedures, rules and regulations of both the home institution and the host institution.

12. In performing their respective activities contemplated by this Agreement, SU and Yıldız shall comply with all applicable laws, treaties, rules and regulations, including without limitation United States export control laws, rules and regulations.

13. Before departure to SU, participating students shall verify to the satisfaction of SU that they have fulfilled all requirements for their admission to and residence in the US, and that they will have sufficient health insurance coverage including hospitalization, medical evacuation and repatriation.

14. Students will be responsible for making their own arrangements in locating and paying for housing both in Turkey and the US, with the informational assistance routinely provided to other enrolled graduate students by Yıldız and SU.

15. Graduation requirements include 30 graduate course credits in a program of study acceptable to both SU and Yıldız; upon completion, students will receive regular graduate diplomas from SU and Yıldız.

III Intellectual Property

Each institution will adhere to the intellectual property laws of their respective countries. Intellectual property (including but not limited to patents, copyright, etc.) developed during the collaborative activity will be governed by the rules of the host institution and the rules, regulations, and laws including, but not limited to, intellectual property laws and export control laws of the host institution’s country as applicable unless otherwise specified by an alternate agreement. Participating institutions will discuss in detail and develop documents outlining necessary steps to protect the intellectual property which shall include but not limited to ownership of intellectual property, rights to intellectual property to participating institutions, and non-disclosure agreement with regards to collaborative activity in which faculty/students from other institution will conduct joint research.

SU will retain intellectual property rights to instructional materials developed primarily by SU faculty. Yıldız will retain intellectual property rights to instructional materials developed primarily by Yıldız faculty. Both institutions will equally share intellectual property rights to new instructional materials developed collaboratively by Yıldız and SU faculty.

IV Relationship of Parties

SU and Yıldız are independent contractors. This MOU does not set up joint ventures, principal-agent, or any other similar relationship. Neither SU nor Yıldız shall have, or hold itself out as having the power or authority to bind or create liability for the other by its negligent or intentional acts or omissions.
V Contact Persons

In order to implement the aims envisaged in the agreement on teaching and research more efficiently, Dean of LCS-SU and Dean of EE-Yildiz shall act as facilitators and shall be responsible for the implementation of the agreement under the guidance of the Vice-Chancellor of Syracuse University and the Vice-Chancellor of Yildiz Technical University. They shall be in regular contact with each other to carry out the collaborative activities under the terms of this agreement.

The efficacy of the implementation of this program shall be gauged periodically (about once a year) by a committee consisting of three nominees from each partner. The observations and recommendations of this committee shall be taken into consideration to improve the effectiveness of this mutually agreed program towards achievements of its aims and objectives.

VI Validity, Termination and Amendment

This agreement takes effect on the date it is signed by the partners and shall be valid for a period of 3 years. It shall be extendable for three years at a time, unless either SU or Yildiz terminates it by serving a notice of 6 months before the end of the calendar year. In case of termination, the academic program of the students currently enrolled will not be affected. The terms of this agreement may be amended by mutual written consent of both the parties.

VII. Indemnification

Yildiz shall, to the fullest extent permitted by law, indemnify, defend with competent counsel, and hold harmless SU, its trustees, officers, agents, and employees from and against any loss or expense, including, without limitation, attorneys’ fees and expenses that may arise by reason of liability for property damage, bodily or personal injury, death, the invasion of personal or property rights, and for property damage, and for any other claims for damages of any name or nature whatsoever, arising at law and/or in equity, which are caused or sustained by, or because of any malfeasance, omission of duty, negligence, or wrongful act on the part of Yildiz, its employees, officers, agents, or contractors.

SU shall, to the fullest extent permitted by law, indemnify, defend with competent counsel, and hold harmless Yildiz, its trustees, officers, agents, and employees from and against any loss or expense, including, without limitation, attorneys’ fees and expenses that may arise by reason of SU liability for property damage, personal injury, death, the invasion of personal or property rights, and for property damage, personal injury, death, the invasion of personal or property rights, and for any other claims for damages of any name or nature whatsoever, arising at law and/or in equity which are caused or sustained by, or because of any malfeasance, omission of duty, negligence, or wrongful act on the part of SU, its employees, officers, agents, or contractors.

VIII. Additional Terms

Each party shall procure and maintain insurance for the risks arising out of this Agreement as they deem necessary to cover the contractual liability of this Agreement. Any notice and other communications required to be transmitted to the other university shall be in writing and in the English Language. Any differences or disputes between the parties arising out of the interpretation or implementation or application of any of the provisions of this Agreement shall be settled amicably through consultation or negotiation between the parties without reference to any third party or international tribunal. If any provision of this Agreement is held by a court of competent
jurisdiction to be illegal or unenforceable, the remaining provisions of this Agreement shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid, unless to do so would contravene the present valid and legal intent of the parties.

Neither institution shall be liable for failure to perform any duty or obligation under this Agreement, other than an obligation to pay money as and when due, if such failure is occasioned by any act of God, fire, labor dispute, inevitable accident, war, terrorist attack (or threat thereof), or any other cause outside the reasonable control of the institution that had the duty to perform; provided, however, that the non-performing institution shall resume performance in accordance with the otherwise applicable terms and conditions of this Agreement as soon as practicable following abatement of such cause.

Neither Yildiz Technical University nor Syracuse University is permitted to publicize, advertise, promote, or admit students into any program covered by this Memorandum of Understanding until all applicable requirements of the Middle States Commission on Higher Education have been met.

This Agreement may not be assigned by either institution without the prior written consent of the other institution. Subject to the preceding sentence, this Agreement shall be binding upon and shall benefit both institutions and their respective successors and assigns.

This Agreement represents the entire understanding of the parties with respect to its subject matter, and it supersedes all prior agreements, understandings or representations, whether oral or written, by either institution.

This Agreement may be executed in two or more counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

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