

COOPERATION AND JOINT ACTION PROTOCOL

between

UNIVERZITET EDUCONS

Broj U.O. 253/24

22.02 2024 god.

ŠREMSKA KAMENICA



SAKARYA
UNIVERSITY

SAKARYA UNIVERSITY, TÜRKİYE

and

EDUCONS
UNIVERSITY

EDUCONS UNIVERSITY, SERBIA

COOPERATION AND JOINT ACTION PROTOCOL BETWEEN SAKARYA UNIVERSITY, TÜRKİYE AND EDUCONS UNIVERSITY, SERBIA

THIS COOPERATION AND JOINT ACTION PROTOCOL is made on 22/02/2024, between **Sakarya University, Türkiye** (hereinafter referred to as “SAU”), of the one part; and **Educons University** (hereinafter referred to as “EDUCONS”), of the other part;

SAU and **EDUCONS** shall hereinafter be referred to singularly as “the Party” and jointly as “the Parties”.

Cooperation and Joint Action Protocol shall hereinafter be referred as “The Protocol”.

The First Party: SAU, Türkiye represented by **Prof. Dr. Hamza AL** in his capacity as **Rector** appointed under the Presidential Decree No.3, Decision No.318 dated 09 July 2022 and therefore lawfully acts for and on behalf of SAU.

The Second Party: EDUCONS, represented by **Prof. Dr. Aleksandar Andrejević** in his capacity as **Rector** appointed under the University Council Decision No.C.21/21 dated 29 April 2021 and therefore lawfully acts for and on behalf of EDUCONS.

WHEREAS

- A. SAU is a modern, research Turkish public university. It is the first public university to win the government's "educational quality document" in the field of administrative departments. SAU also won the "quality document in the level of high technical modernity in the field of engineering". SAU is considered one of the largest universities in Turkey with more than 52000 students. SAU has very high research activity and its comprehensive graduate program and it hosts sixteen faculties and six different institutes: Educational Sciences, Natural Sciences, Health Sciences, Social Sciences, and Middle East Institute and Graduate School of Business.
- B. EDUCONS is founded in 2008. based on the Bologna Process principles and organized as a modern academic community of teaching staff, researchers, and students. Now have 32 accredited study programs in the areas of business economics, information technology, digital production, ecological agriculture, environmental protection,

security studies, teacher education, sport, and psychology, more than 2000 students, and 110 full time staff members. EDUCONS is fully integrated into the academic community of Vojvodina and Serbia, as well as to the country's economic and social structures. Educons University organizational profile includes strategic focus on excellence in education and research, strong international cooperation, participation in research projects, development of internationalization and commitment to cooperation with the non-academic sector (industry and government institutions). The establishment of the Educons University International Campus is the first example of its kind when it comes to private higher education in the Western Balkans. Namely, from the school year 2015/2016. year, within the University there is a modern student dormitory and a sports hall which will finally achieve a healthy concept of study: learning - living - playing sports. In addition to institutional accreditation, Educons University has national accreditation as a scientific institution for carrying out scientific and research activities.

- C. The Parties shall at all times for the common benefit of the Parties agree to use their best endeavour to ensure the success of this Protocol.
- D. The Parties are desirous of entering into this Protocol to declare their respective intentions and to establish a basis of co-operation and collaboration between the Parties upon the terms as contained herein.

Preamble:

The two universities are cooperating with each other to achieve the scientific mission entrusted to them and to complement each other to serve science, scholars and its students, spread its human values, empower it on the face of this earth, and confirm its universality by all available means, and to adopt the methodology of scientific research. Especially since the two contracting parties are working scientists and academics who have dedicated themselves and sacrificed their knowledge to support science, scientific research, and their global civilizational mission. Therefore, mutual scientific cooperation between the two parties is necessary to achieve the common and desired goals, and based on all this, the two parties agreed, in their legal capacities, to conclude the Protocol and abide by it.

NOW THE PARTIES HEREBY AGREE AS FOLLOWS:

ARTICLE 1

SCOPE OF COOPERATION

1. Cooperation and consultation in order to develop teaching curricula and serve them to be at the required level globally.
2. Supporting the teachers and administrators of the two universities and creating an opportunity for the students of each of the two universities to complete their undergraduate, postgraduate and academic studies in one of the institutions affiliated to the two universities.
3. Carrying out scientific and training courses to raise the level and efficiency of professors, and carrying out practical and applied workshops for the same purpose.
4. Cooperation in the field of exchanging scholarships for outstanding undergraduate students in all majors available in the two universities, and in all tracks, by opening channels of communication with donors.
5. The possibility of exchanging members of the academic and teaching staff for the common benefit and interest, if there is a need for that.
6. Conducting joint scientific research in all disciplines available in the institutions of the two universities, and co-authoring university courses that help progress, development, commitment to the nation's issues, and solving its problems.
7. Organising conferences, scientific seminars, and workshops in all fields that advance education, knowledge, and scientific research in our Arab and Islamic world.
8. The first party assists the second party technically and technologically by creating distinct digital platforms and websites for the second party, and provides the necessary expertise, and vice versa.
9. The second party puts all its scientific and research capabilities and specialized academic staff to be a supportive centre for the first party in all its various external scientific activities at the university in Türkiye or in its affiliated institutions and vice versa.

10. Distance education at the bachelor's / licentiate level, through joint educational programs that comply with the scientific requirements of the aforementioned stage, according to the quality system in education, and by integrating distinguished experiences and competencies into the blended education system.

11. The two parties are working to launch joint postgraduate programs between the two universities, whereby the master's and doctoral programs are accredited by the second party from internationally recognized bodies, and are continuously developed by specialized bodies in the field of developing higher educational curricula in the Kingdom, and there is scientific exchange between students both universities are in graduate programs.

12. Awareness is being spread about the importance of distance education because of its role no less than that of face-to-face education, which is manifested in crises, disasters, and force majeure that hinder face-to-face education.

13. Establishing a joint scientific journal, and providing the opportunity for joint research work and publishing in peer-reviewed scientific journals, to serve postgraduate students, researchers and university professors.

ARTICLE 2

IMPLEMENTATION AND ADMINISTRATIVE COORDINATORS

1. The implementation of the terms of this agreement is subject to the laws, regulations and systems governing both parties, in a manner that does not conflict with the interest and general policy of the two countries to which both parties belong.

2. The two parties shall develop mechanisms for implementing the provisions of the agreement through the adoption of detailed implementation plans through official correspondence, in which responsibilities are defined and the obligations of both parties are clarified. For this purpose, the Parties agree to appoint from each Party an overall Administrative Coordinator for the administration of this Protocol. The Coordinator will serve as the contact person on campus, being responsible for implementing the decisions and ensuring that necessary approvals are in place, and overseeing the productive stay of the visiting experts and arrangements associated with their visits.

3. The list of faculty members involved under the implementation of this Protocol may be added from time to time with the mutual agreement of the Parties.

4. Any student from both universities in the bachelor's / licentiate course, and in the various available specializations, is entitled to complete his postgraduate studies in the master's and doctoral courses, with appropriate costs agreed upon by the two parties. This shall be applied by the official authorities.

5. Receiving research projects for students, in addition to the master's and doctoral degrees, and research related to teaching staff and their scientific ranks, and discussing all of this jointly by creating a joint scientific committee that oversees the implementation of this.

6. Certificates issued by both universities, in the event of exchange, are stamped and signed by the two universities, and the process of scientific equivalence of joint certificates for graduates from both parties takes place in accordance with the laws in force.

ARTICLE 3

FINANCIAL ARRANGEMENT

1. This Protocol will not give rise to any financial obligation by one Party to the other, and each Party will bear its own cost and expenses in relation to the academic activities under this Protocol.

2. Incoming exchange students will be subject to relevant internal regulations (i.e. Free Mover Regulation) of the host institutions. Sakarya University reserves the right to request incoming students to act in accordance with University Regulations and adhere to these Regulations accordingly.

3. Notwithstanding the provision of the first clause of this article, the Parties agree to discuss and further negotiate before implementing any specific academic or research program(s) on specific budget.

4. Any intellectual property developed on collaborative research conducted under this Protocol or any contracts pertaining to the fee for services rendered will be addressed on a case-by-case basis under separate agreements.

5. Everything related to financial matters is agreed upon between the Parties and will be attached to the Protocol.

ARTICLE 4

PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

1. The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations of the Parties and with other international agreements signed by the government or the authorised organisation in the Parties' country.

2. The use of the name, logo and/or official emblem of **EDUCONS** or **SAU** as the case may be, on any publication, document and/or paper is prohibited without the prior written approval of the respective Party.

3. The intellectual property rights in respect of any technological development, products and services development, developed –

- a) jointly by the Parties, or any research results obtained through the joint activity effort of both the Parties, shall be addressed on a case-by-case basis under separate written agreements;
- b) solely and separately by **EDUCONS** or **SAU**, or any research results obtained through the sole and separate effort of **EDUCONS** or **SAU**, as the case may be, shall be solely owned by the Party concerned;
- c) rights in intellectual property developed by students and researchers during exchanges, collaborative or research activities shall be dealt in accordance with the rules and regulations of the Parties.

4. Joint research and development projects and co-authorship in research publications implemented under this Protocol shall be forwarded through collaboration between the two parties. The ownership of any intellectual property rights acquired through such joint research and development projects and co-authorship in research publications shall be determined through consultation by both parties, and the ownership shall be specified in a separate agreement.

5. The Parties shall acknowledge one another in any form of writing, publication or presentation based on, or derived from, the collaborative research between the Parties.

ARTICLE 5

SETTLEMENT OF DISPUTES

1. Any difference or dispute between the Parties concerning the interpretation and/or application of any of the provision of this Protocol shall be settled amicably through mutual consultation and/or negotiations between the Parties without reference to any third party.
2. During direct negotiations, each party shall settle any dispute, disagreement or claim that may arise during arbitration and adopt amicable means.

ARTICLE 6

EFFECT OF THE PROTOCOL

1. This Protocol 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 any 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.

ARTICLE 7

REVISION, MODIFICATION, AND AMENDMENT

1. Any revision, modification or amendment agreed by the Parties shall be in writing and shall form part of this Protocol.

2. The text of the Protocol is subject to review through the joint written consent of the two parties, provided that each party submits an annual evaluation of the progress of joint activities and programs.
3. Either Party may request in writing a revision, modification or amendment of all or any part of this Protocol.
4. Such revision, modification or amendment shall come into force on such date as may be determined by the Parties by mutual agreement.
5. Any revision, modification or amendment shall not prejudice the rights and obligations arising from or based on this Protocol before or up to the date of such revision, modification or amendment.

ARTICLE 8

SUSPENSION

1. Each Party reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this Protocol which suspension shall take effect immediately after written notification has been given to the other Party.

ARTICLE 9

ENTRY INTO FORCE, DURATION AND TERMINATION

1. This Protocol shall enter into force once both parties sign it, and its implementation mechanisms are established and approved.
2. This Protocol shall remain in force for a period of five (5) years subject to review and modification as mutually agreed upon.

3. Thereafter, if the Parties hereto wish to extend the terms of this Protocol, they shall do so by an express covenant in writing at least six (6) months prior to its termination date. The termination shall be without penalty.

4. In the event that one of the parties wishes to terminate the Protocol, two conditions must be adhered to:

- a) The other party must be notified by official letter at least six months before the date fixed for its termination.
- b) All programs and projects commenced under this Protocol shall be completed to their conclusion and on the terms agreed upon.

5. Such notice of termination does not affect any individual students and researchers who have already commenced or been accepted by either Party.

ARTICLE 10

RELATIONSHIP OF THE PARTIES

1. The Parties record that it is not their intention that this Protocol creates any partnership, agency or other relationship between them under which either Party might be deemed to be responsible for the acts or omissions of the other Party and this Protocol should not be construed as to render the Parties liable as partners or as creating any partnership, agency or other similar relationship.

2. Notwithstanding anything in this Protocol, a Party shall at no time underwrite or guarantee or be in any way directly or indirectly responsible or deemed to be responsible for all or any of the debts, liabilities or obligations incurred by the other Party from time to time.

ARTICLE 11

FORCE MAJEURE

1. No Party hereto shall be held responsible or liable or be deemed to be in default or in breach of this Protocol for its delay, failure or inability to meet any of its obligations under this Protocol (other than any obligation to pay money as mutually agreed in writing) caused by or arising from any cause which is unavoidable or beyond the reasonable control of such party, including

war, warlike operations, riot, insurrection, orders of government, strikes, lockouts, public health emergencies, quarantines, disturbances or an act of God or other cause which frustrates the performance of this Protocol.

ARTICLE 12

NOTICES

1. The Protocol will be drawn up here in two original copies in English, which have the same legal force, on the date of signature by the Parties.

2. Any communications under this Protocol will be in writing in the English language and delivered by registered mail to the address or sent to the electronic mail address or facsimile number of **EDUCONS** or **SAU**, as the case may be, as shown below or to such other address or electronic mail address or facsimile number as either Party may have notified the sender and shall, unless otherwise provided herein, be deemed to be duly given or made when delivered to the recipient at such address or electronic mail address or facsimile number which is duly acknowledged:

To Sakarya University, Türkiye:

International Office Coordinator

Sakarya University,

Esentepe Kampüsü, Üniversite Cd., 54050

Serdivan/Sakarya, Türkiye

Telephone : +90 264 295 7854

E-mail : ttatar@sakarya.edu.tr

To Educons University, Serbia:

Rectorate

Educons University

Vojvode Putnika 87

21208 Sremska Kamenica

Telephone : +381214893617

E-mail: aauc@educons.edu.rs

ARTICLE 13

GENERAL

1. Any provisions of this Protocol which are held to be illegal or otherwise in conflict with any laws, statutes or regulations shall be deemed to be severed from the remainder of the Protocol and the validity of the remaining provisions shall not be affected.

2. Neither Party must make false or misleading representations or statements.

3. Neither Party to this Protocol shall assign or purport to assign any right under this Protocol without the prior written approval of the other Party.

4. The Parties hereby confirm their express agreement that this Protocol and all documents directly or indirectly related thereto be drawn up in English.

6. Each of the Parties hereto confirms its intention to promote the best interests of the Parties hereto and to consult fully on all matters materially affecting the areas of co-operation. Each of the Parties hereto shall act in good faith towards the other Party in order to promote the success of the contemplated co-operation.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed by their duly authorized representatives. Each Party shall hold one original signed MOU, with both documents being equally authentic.

For Sakarya University

Prof.Dr. Hamza AL

Rector



/signature/

For Educons University

Prof.Dr. Aleksandar Andrejević

Rector

