



MEMORANDUM OF UNDERSTANDING

Between

Mardin Artuklu University, Türkiye

And

Amman Arab University - Jordan

This MoU is made by and between:

- Amman Arab University, Amman Arab University (AAU), private university in the capital Amman, Jordan Street – Mubis -Balqaa Province – Jordan and having its address at P.O. Box 2234, Amman 11953- Jordan, represented by Dr. Mohamed Al Wedyan in his capacity as the President and the Authorized Signatory (hereinafter referred to as "AAU");

And

- Mardin Artuklu University, Türkiye, legally represented by Prof. Dr. İbrahim ÖZCOŞAR, in his capacity as Authorized Signatory, (hereinafter referred to as "MAU")

Hereinafter referred to solely as "Party" and collectively as the "Parties".

1. Purpose and Parties to the Memorandum

With the object of promoting their cooperation in academic education and research, the Parties enter into the following Memorandum of Understanding ("MoU"). This agreement constitutes all prior discussions, agreements, and understandings, whether verbal or written, merged in this MoU. Both Parties agree to encourage and facilitate cooperation and assistance in the following matters, within the framework of Turkish Law and Jordan Law.

2. Forms of Cooperation

This MoU is designed to develop a genuine and mutually beneficial exchange for teaching, research and outreach activities. Within such fields as are mutually acceptable for the above-mentioned Parties, the following forms of cooperation, amongst others, may be pursued hereunder:

- 1. The conduct of joint research, including the exchange of faculty and research members and scholars,
- 2. The exchange of research materials and academic information including publications and research data,
- 3. Technical assistance in academic and scientific matters,
- 4. Organization of joint scientific and academic activities such as conferences, symposia, seminars and congresses and promotion of contribution of scholars from both countries',
- 5. The conduct of and cooperation in joint cultural and social public activities to engage in public spheres,
- 6. The scholarly activities mentioned above shall be arranged accordingly to the budgetary resources and legal restrictions,
- 7. Promotion of student exchange programmes in all study cycles and organization of programmes offering dual degree certificates within the boundaries of both countries' legislations.

3. General Clauses

- 1. Specific co-operation projects, for instance within such fields as described in section 2 above, must be negotiated separately between the Parties and are in each specific case to be established in separate written agreements, stating the respective rights and obligations of the Parties. In case of any ambiguity or conflict of terms between the terms and conditions of this MoU and those of a separate agreement as mentioned above, the terms and conditions of such separate agreement shall prevail.
- 2. Before these activities are implemented, both Parties shall discuss the necessary details to the satisfaction of each Party and conduct activities in the pursuit of mutual agreed objectives and outcomes.
- 3. This general agreement shall be applicable to all research and education organizations operating under the Parties to this memorandum. In the case of an exceptional situation, afore-mentioned organizations shall consult the general coordinators indicated in section 5.
- 4. In the event that proposed research activity enters into the intellectual property rights and/or personal data protection, the Parties shall enter an additional protocol/ agreement determining the conditions prior to the start of the collaborative project in question.

- 5. Both Parties enter into a policy of equal opportunity, non-discrimination and affirmative action. Priorly agreed research and teaching facilities and opportunities applies to all without regards to race, gender, color, religion, political persuasion, ethnic origin and any other discriminatory criteria.
- 6. Both Parties are aware that this memorandum is not a legally binding agreement except for the Confidentiality in Clause 10, this MoU is a clear expression and documentation of the mutual intentions.

4. Financial Arrangements

Signature of this MoU shall not impose any legally and/or financially binding requirements to any Party. Both Parties understand that all financial arrangements between the Parties have to be further negotiated and mutually agreed and will depend on the availability of funds. Both Parties may seek financing of joint activities from internal and external sources available to them.

For avoidance ambiguity; each Party and commencing from the Effective Date (date of signature of this MoU) and until the expiration of the same and/or termination, shall bear all the costs it incurs in order to implement its contributions into the collaboration the subject matter of this MoU without holding the other Party responsible for any financial obligations whatsoever.

5. General Coordinators

Each Party shall designate an administrative office to oversee and facilitate the implementation of any agreements arising out of this MoU. These offices are:

ON BEHALF OF MARDIN	ON BEHALF OF AMMAN ARAB
ARTUKLU UNIVERSITY:	UNIVERSITY:
International Affairs Coordinatorship	International Office and External
	Relations
international@artuklu.edu.tr	iber@aau.edu.jo
Mardin Artuklu Üniversitesi Kampüs	Amman Arab University Campus
Yerleşkesi İktisadi ve İdari Bilimler	International Office and External
Fakültesi Uluslararası İlişkiler	Relations
Koordinatörlüğü,	
Artuklu/ MARDİN - TÜRKİYE	

6. Liability

Termination shall be without penalty. If this MOU is terminated, neither Party shall be liable to the other for any monetary or other losses which may result.

7. Legal Relationship

This MoU shall be construed as a statement of purpose to promote a genuine and mutually beneficial collaboration between the Parties. Nothing in this MoU shall create any legal relationship between the Parties.

8. Commencement, Renewal, Termination

This MoU shall be in effect for two (2) years commencing from the Date of Signature "Effective Date". This MoU may be modified and/or amended by the written mutual consent and authorization of both Parties.

- 1. This MoU shall be amended ONLY by the written consent of both Parties.
- 2. This MoU can be terminated by either Parties provided that the Party who intends to terminate this MoU shall notify the other Party by sending a prior thirty (30) days written notice to the other Party.
- 9. Both Parties acknowledges that their relation under this MOU is governed by the principles of good faith, therefore any dispute, that may arise between the Parties and may result from executing this MOU shall be resolved amicably between the Parties, In a way that does not conflict with Islamic law.

10. Confidentiality

The Parties undertake not to disclose to any third party the terms of this MOU and/or any confidential information exchanged pursuant to the terms of this MOU. Each Party will take reasonable steps to protect the other Party's confidential information and will use the other Party's confidential information only for purposes of the Parties' relationship under this MOU. Neither Party will disclose that information to third parties, except to its employees, affiliates, contractors, advisors, and consultants (collectively, "Representatives") and then only on a need-to-know basis under nondisclosure obligations at least as protective as this agreement. Each Party remains responsible for the use of the confidential information by its Representatives and, in the event of the discovery of any unauthorized use or disclosure, must promptly notify the other Party.

This MoU has been drawn up in two (2) original copies in the English language, each Party receiving one duly signed copy hereof.

Signed on behalf of Mardin Artuklu University:

Signed on behalf of Amman Arab University:

Place:

Date:

Prof. Dr. İbrahim ÖZCOŞAR Rector Mardin Artuklu University Türkiye Place

Prof. Mohamad Al Widyan

President

Amman Arab University

Jordan

