



# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**SAĞLIK BİLİMLERİ ÜNİVERSİTESİ of  
TÜRKİYE**

**AND**

**Mutah University**

\_\_\_\_.May.2018

Sağlık Bilimleri Üniversitesi (University of Health Sciences) (University code:1110), Türkiye's health themed First and only public university incorporated in Türkiye under the Organization For Institutions Of Higher Education Act (Yükseköğretim Kurumları Teşkilatı Kanunu :6639), and having its address at Selimiye Mah. Tıbbiye Cad.No:38 34668 Üsküdar/İstanbul (hereinafter referred to as "SBU") of the first part and shall include its lawful representatives and permitted assigns; AND Mutah University, of the second part whose address is at Jordan (hereinafter referred to as ".....") and shall include its lawful representatives and permitted assigns;

## **WHEREAS**

- A. Sağlık Bilimleri Üniversitesi which has target to being universal university that is sensitive to the problems of people, society, environment and cooperating on this issues with national and international institutions;
- B. Mutah University is an established University which strives to strengthen its academic and research excellence through various collaboration with other parties and institutions;
- C. The Parties are desirous of entering this Memorandum of Understanding to declare their respective intentions and to establish a basis of co-operation and collaboration between the Parties upon the term as contained herein.

**HAVE REACHED AN UNDERSTANDING** as follows:

### **ARTICLE 1**

#### **OBJECTIVE**

The Parties, subject to the terms of this Memorandum of Understanding and the laws, rules, regulations and national policies from time to time in force in each Party's country, will endeavor to strengthen, promote and develop academically co-operation between the Parties based on equality and mutual benefit.

## ARTICLE 2

### AREAS OF CO-OPERATION

1. Each Party 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 co-operation in the following areas:
  - (a) Non-degree academic study, including student exchange and specially-designed study abroad programs;
  - (b) students training especially students from faculty of Medicine and Pharmacy and Nursing.
  - (c) Visits by and interchange of staff for research and teaching;
  - (d) Collaborative research activities, including grant-writing;
  - (e) Exchange of non-proprietary information which includes, but is not limited to, the exchange of library resources and research publications;
  - (f) Curriculum development;
  - (g) Collaboration with Continuing Education and other training programs;
  - (h) Organization of lectures; symposia, international meetings, conferences and workshops;
  - (i) Credit Transfers and Twinning Programs;
  - (j) Development of Joint and Dual Degree Programs.
  - (k) Exchange of academicians in those fields in which applications are necessary like medicine, dentist etc. to work in laboratories and make practice in short terms.

## ARTICLE 3

### FINANCIAL ARRANGEMENTS

1. This Memorandum of Understanding will not give rise to any financial obligation by one Party to the other.
2. Each Party will bear its own cost and expenses in relation to this Memorandum of Understanding.

#### **ARTICLE 4**

##### **EFFECT OF MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding 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.

#### **ARTICLE 5**

##### **NO AGENCY**

Nothing contained herein is to be constituted as a joint venture partnership or formal business organization of any kind between the Parties or so to constitute either Party as the agent of the other.

#### **ARTICLE 6**

##### **ENTRY INTO EFFECT, DURATION AND TERMINATION**

1. This Memorandum of Understanding will come into effect on the date of signing and will remain in effect for a period of 6(six) years.
2. This Memorandum of Understanding may be extended for a further period as may be agreed in writing by the Parties.
3. Each Party may terminate this Memorandum of Understanding by giving the other Party 60 days' written notice of that intention.

#### **ARTICLE 7**

## 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 agreement signed by both Parties.
2. The use of the name, logo and/or official emblem of any of the Parties on any publication, document and/or paper is prohibited without the prior written approval of either Party.
3. Notwithstanding anything in paragraph 1 above, the intellectual property rights in respect of any technological development, and any products and services development, carried out: -
  - (i) Jointly by the parties or research results obtained through the joint activity effort of the Parties, shall be jointly owned by the Parties in accordance with the terms to be mutually agreed upon; and
  - (ii) Solely and separately by the party or the research results obtained through the sole and separate effort of the party, shall be solely owned by the party concerned.

## ARTICLE 8

### CONFIDENTIALITY

1. Each Party shall undertake to observe the confidentiality and secrecy of documents, information and other data received from or supplied to, the other Party during the period of the implementation of this Memorandum of Understanding or any other agreements made pursuant to this Memorandum of Understanding.
2. For purposes of paragraph 1 above, such documents, information and data include any documents, information and data which is disclosed by a Party (the Disclosing party) to the other Party (the Receiving party) prior to, or after, the execution of the Memorandum of Understanding, involving technical, business, marketing, policy, know-how, planning, project

management and other documents, information, data and/or solutions in any form, including but not limited to any document, information or data which designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving party or if orally given, is given in the circumstances of confidence.

3. Both Parties agree that the provisions of this Article shall continue to be binding between the parties notwithstanding the termination of this Memorandum of Understanding.

## **ARTICLE 9**

### **SUSPENSION**

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 Memorandum of Understanding which suspension shall take effect immediately after notification has been given to the other Party through diplomatic channels.

## **ARTICLE 10**

### **SETTLEMENT OF DISPUTES**

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this Memorandum of Understanding shall be settled amicably through mutual consultation and/or negotiations between the parties through diplomatic channels, without reference to any third party or international tribunal.

## **ARTICLE 11**

## NOTICES

Any communication under this Memorandum of Understanding 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 Sağlık Bilimleri Üniversitesi or Mutah University , as the case may be, 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 (SBU):**

Sağlık Bilimleri Üniversitesi Türkiye  
Mekteb-i Tıbbiyey-i Şahane  
Selimiye Mah. Tıbbiye Cad. No: 38  
Üsküdar, İstanbul  
Tel : +90 216 346 36 36  
Fax : +90 216 346 36 40

**To ( MU ):**

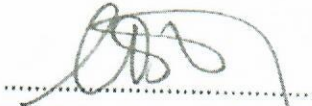
Mutah University- Jordan  
Al-Karak 00962  
E-mail: International@mutah.edu.jo  
Tel: (+962) 03-2372380 Ext: 6151/6152

The foregoing record represents the understandings reached between the Sağlık Bilimleri Üniversitesi and Mutah University upon the matters referred to therein.

IN WITNESS, WHEREOF the Parties have hereunto caused this Memorandum of Understanding (MoU) to be duly executed as at the date first above mentioned.


FOR SBU

FOR MU

  
.....  
**Prof. Dr. Cevdet Erdöl**  
Rector  
Sağlık Bilimleri Üniversitesi

DATE: \_\_.May.2018

In the presence of:


  
.....  
**Prof. Thafer Yusif Assaraira**  
Rector  
Mutah University

DATE: 8.May.2018

In the presence of:

.....  
**Prof. Dr. Sadrettin Pençe**  
Vice Rector (International Affairs)  
Sağlık Bilimleri Üniversitesi

DATE: 28.May.2018

  
.....  
**Dr Saif Alnawayseh**  
Deputy Rector (International Affairs)  
Mutah University

DATE: 8.May.2018