

**MEMORANDUM OF AGREEMENT  
BETWEEN  
KENT STATE UNIVERSITY, USA  
&  
ISTANBUL GELISIM UNIVERSITY, TURKEY**

Kent State University (P.O. Box 5190, Kent, Ohio 44242, USA) (hereinafter "KSU") and Istanbul Gelisim University (Cihangir district, Sehit Jandarma Komando Er Hakan, Oner Street 1, Avcilar, Istanbul, TURKEY) (hereinafter "IGU"), wishing to establish cooperative relations between the two institutions, and especially to develop academic and cultural interchange between them through mutual assistance in the areas of education and research, hereby resolve to cooperate in the development of programs and academic exchanges subject to the following agreed upon terms and conditions contained herein.

**Article 1: Objective of the Agreement**

The purpose of this agreement shall be to establish a mutually-beneficial educational and pedagogical relationship with IGU. This agreement shall establish the formal understanding of the scope of operations between these two leading educational institutions, and commits to writing the intent and mutual assent of both parties to engage in the following activities, subject to future amendments and conditions as further agreed upon by both parties as the relationship continues to develop.

**Article 2: Scope of Agreement**

This agreement shall be carried out, subject to the availability of funds of either party, and subject to the approval of the president of Kent State University and the president of IGU, through activities and programs for the exchange of students and faculty members. Activities engaged in under this agreement include but are not limited to: (a) the exchange of students from each institution for traditional student exchange programs; (b) the exchange of academic personnel for teaching, research, or both; (c) the organization of joint seminars and conferences; (d) the hosting of visiting faculty from the other institution; (e) the exchange of academic program materials; (f) the development of joint research and publications; (g) study abroad of students between institutions; and (h) development of specialized degree completion programs.

**Article 3: Implementation of Agreement as Applied to Individual Programs**

Prior to the starting date of any program established or continuing under this agreement, the parties shall reach a written, signed agreement in the form of an amendment describing in as much detail as necessary, any additional specific terms of such program or activity. Such programs shall be negotiated in a timely manner, without undue delay on either party. For each program, each party will designate a liaison officer to develop and coordinate all activities relative to the program.

**Article 4: General Program Requirements**

1. In this agreement, unless the context implies otherwise:

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- a. "exchange" shall mean a one-for-one exchange of students from each institution;
  - b. "exchange students" shall mean students participating in the exchange implemented herein;
  - c. "study abroad or visiting students" shall mean students attending the host institution as guest, non-degree seeking students who otherwise are not part of the exchange;
  - d. "home institution" shall mean the institution from which the student intends to graduate;
  - e. "host institution" shall mean the institution that has agreed to receive the exchange students from the home institution; and
  - f. "ESL" shall mean the English as a Second Language program.
2. **Tuition and Fees** - Students attending KSU as degree-seeking or visiting students will be assessed nonresident tuition and fees and Kent State students traveling abroad will pay tuition as determined by the host institution, which may not be greater than the tuition charged to nonresidents. Students attending either institution as exchange students will register and pay the normal tuition fees to their home institution when attending the host university. Exchange and visiting student guidelines are to be agreed to in a subsequent amendment that must be in writing and signed by both parties.
  3. **Housing and Travel** - The host institution will facilitate the arrangement of lodging for visiting students and faculty, but all expenses incurred for travel, lodging, and other incidental costs associated with the program (laboratory fees, special activity fees, etc.) shall be borne by each individual participant. Arrangements for other school-to-school payments may be negotiated as necessary and must be agreed to in writing by both parties.
  4. **Student Conduct and Academic Policy** - While at the host institution, visiting students are subject to the student conduct and academic policies of the host institution for matters specifically related to their program, while still subject to the student conduct and academic policies of the home institutions if applicable. All visiting students under this program must adhere to all course load requirements for student visas under federal and state laws.
  5. **Faculty Exchange** - Exchange faculty and/or scholars will remain on their home institution's payroll. The home institution also remains responsible for the administration of any taxes, benefits, or other financial obligations of the home institution.
  6. **English Proficiency** - All students from IGU must have the appropriate level of TOEFL (or alternative IELTS or MELAB) and other test scores required for their respective degree program. If it is determined that a student does not have a sufficient level of English proficiency, he or she will be required to undertake appropriate ESL education prior to formal admission to the program. Exemptions may apply for students primarily educated in English speaking countries or territories.
  7. Both institutions retain at all times the ultimate authority over all admission and subsequent academic decisions.

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- a. IGU warrants that it does not owe any monies or debts to the state of Ohio, its agencies, political subdivisions, boards, commissions or other entities as established under the Ohio Revised Code (codes.ohio.gov).
  - b. Conflicts of Interest and Ethics Compliance - No personnel of either institution, or individuals related to such personnel may acquire or currently have any personal interest, direct or indirect, in this agreement.
  - c. Any such person who acquires or holds such an interest shall immediately disclose his or her interest to the other party in writing. Thereafter, he or she shall not participate in any action affecting the work under this agreement, unless approved in writing by the other party.
9. **Anti-Kickback Enforcement Act of 1986, Public Law 99-634 (41 USCA §§51-58)** - By agreeing to this binding agreement, the transacting parties (1) certify that they have not paid kickbacks directly or indirectly to any employee of KSU or IGU for the purpose of obtaining this or any other agreement, purchase order or contract from KSU and; (2) agree to cooperate fully with any Federal Agency investigating a possible violation of the Act. Furthermore, both parties recognize their duties under the Foreign Corrupt Practices Act of 1977 (15 USCA §§78dd-1) which makes it unlawful for certain classes of persons and entities to make payments to foreign government officials to assist in obtaining or retaining business.
10. **Use of Logos, etc.** - Neither institution may use any identifying marks of the other without the express written permission of the other party.
11. **Equal Opportunity** - Both IGU and KSU subscribe to a policy of equal opportunity and will not discriminate on the basis of race, gender, religion, national origin, marital status, sexual orientation, or physical disability.
12. **Authoritative Version** - The English version of this agreement shall be the authoritative version of the agreement for all purposes. In the event of a conflict between the English version and any translation of this agreement, the English version shall control.
13. **Severability** - If any section or provision of this agreement is held illegal, unenforceable or in conflict with any law by a court of competent jurisdiction, such section or provision of this agreement shall be deemed severed from this agreement and the validity of the remainder of this agreement shall not be affected thereby.
14. **Whole Agreement and Amendments** - This agreement contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless such amendment or modification to this agreement is (a) in writing; (b) refers to this agreement; and (c) executed by an authorized representative of each party. This agreement supersedes any and all previous agreements, whether written or oral, between the parties.

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8. Both institutions will supply all administrative services in regard to the applicable programs for this agreement for the academic year regarding students attending KSU and IGU. All campus facilities and services will be available to participants attending KSU and IGU. Neither institution assumes any liability for hospital or medical fees for the other institution's participants.

#### **Article 5: Miscellaneous**

1. **Representations** – Each party represents that 1) it is authorized to operate under the law of its jurisdiction, 2) is in good standing with applicable accrediting bodies, 3) is not legally barred from entering into the agreement, and 4) has not had its eligibility or certification to participate in a U.S. Department of Education Federal Student Aid program denied, terminated, or revoked.
2. **Limitation of Liability** -To the extent permitted by law, each party agrees only to be liable for the acts and omissions of its officers and employees engaged in the scope of their employment arising under this agreement, and each party hereby agrees to be responsible for any and all liability from any claim with respect to that party's role in connection with this agreement. The parties agree that nothing in this provision shall be construed as a waiver of the sovereign immunity of the institution and/or the State of Ohio beyond the waiver provided in Ohio Revised Code Section 2743.02.
3. **No Agency** - Nothing herein shall be construed to create an agency relationship between the institutions or any employment relationships between the institutions for any faculty or staff member provided under this agreement. The parties are independent contractors and no legal relationship is intended by this agreement.
4. **Non-waiver** - Non-enforcement of any provision of this agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this agreement.
5. **Non-exclusive** - This agreement is non-exclusive and both parties have the right to enter into similar agreements with other institutions.
6. **Intellectual Property** - Each institution shall retain ownership of its existing or individually created intellectual property during the term of this agreement and no license or other use right in such intellectual property is created between the institutions under this agreement. Ownership of any new intellectual property that is jointly conceived, created, discovered, developed, or reduced to practice by the institutions during the term of this agreement and resulting from this agreement shall be addressed pursuant to a separate written agreement between the institutions.
7. **Compliance With Laws** - The parties will comply with all applicable laws and regulations in their respective countries in performing their obligations hereunder.
8. **Ohio Compliance Requirements** - As a state institution of Ohio, the institution is required to abide by Ohio law. The State of Ohio requires that both parties recognize and agree to the following provisions:

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15. **Headings** - The headings in this agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this agreement.

16. **Choice of Law** - Where applicable, this agreement will be governed by the laws and jurisdiction of the State of Ohio.

**Article 6: Review, Renewal, and Termination of Agreement**

This agreement will be effective upon its mutual signing and remain in effect for a period of five (5) years, and may be amended or extended upon written agreement by both parties. This agreement may be cancelled by either party in writing with notice of ninety (90) days, subject to modifications by amendment or subsequent individual program agreement. In the event that the agreement is not renewed or is terminated in any other way, any related activities in progress at the time of termination of this agreement will continue until the current semester in which the termination takes place is completed.

INTENDING TO BE LEGALLY BOUND, by signing below, each party acknowledges its agreement with the terms and conditions of this agreement and each signatory represents and warrants that he or she is authorized to sign on behalf of and to bind his or her party to all of the terms and conditions of this agreement as of the effective date.


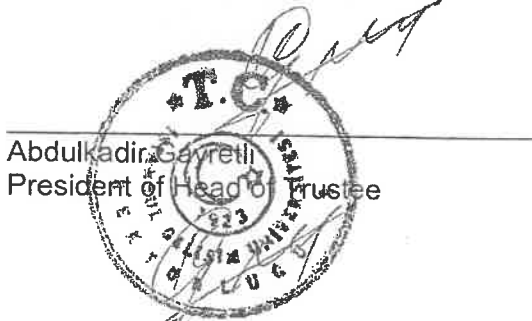
For: Kent State University



Dr. Todd A. Diacon  
Senior Vice President for Academic Affairs  
and Provost

18 Nov 2018  
Date

For: Istanbul Gelisim University



Abdulkadir Gayretli  
President of Head of Trustee

Date  
28.11:2016