

# **PROTOCOL OF COLLABORATION BETWEEN UNIVERSITY OF PRIZREN AND MARMARA UNIVERSITY**

## **Purpose**

### **Article 1**

1) This protocol comprises the joint scientific work as well as the educational and cultural collaboration between Marmara University, (İstanbul, The Republic of Turkey), (referred to as MU) and University of Prizren, (Prizren, The Republic of Kosovo), (referred to as UP).

## **Subject Matter of the Protocol**

### **Article 2**

1) This protocol has been composed with the main aims of encouraging the research and educational approach of MU and UP within the framework of their reciprocal interests and the relations between the teaching staff, administrative staff, assistants, researchers, undergraduate and postgraduate students of both universities, developing existing relations, enabling the joint use of research work results and publishing these results and to transfer the experiences of the Participants in educational approach and in scientific organizations to one another under the current legislations.

2) The Participants acknowledge and undertake the following articles that compose this protocol, the whole of this protocol and the terms of its application for the realization of this main aim.

## **Joint Research Projects**

### **Article 3**

1) The Participants aim to develop and implement joint research projects. In this context, scientists of both countries must present their joint research project proposals to relevant Participants in accordance with the terms determined below:

I) the clear description/definition of the proposed research.

II) the names of the researchers participating in the research, the institutions they are attached to and their positions in their institutions.

III) the name of the faculty/centre/institute/research centre where the research will be carried out.

IV) names and resumes of researchers responsible of the implementation of the project.

V) the detailed description of the functionality in the project of the participants.

VI) research duration and phased plan.

## **Inspection of the Project**

### **Article 4**

1) This protocol aims to facilitate the seamless implementation of the joint work and research project and to produce results in line with the reciprocal scientific goodwill from which this protocol proceeded. In this context:

I) to determine that research projects are carried out in accordance with the terms and spirit of the protocol, a condition has been set up to determine the people authorized by the Rectors responsible and for these people to provide information accompanied with a report on the latest state of the work -at least- twice within academic years throughout the duration of the validity of the protocol clauses.

II) if necessary, an assistant person or committee may be appointed to assist the authorized person.

III) the authorized people determined by both Participants will carry out the necessary visits to form the joint work of the two universities. Each university assembles the proposals on

their Participant for joint work, prepares a report and makes a project proposal to its own Participant.

IV) following the approval of Participants the conformity of the program with the work calendar is inspected and the work reports required for this inspection are demanded from the implementers of the joint work. A detailed report of the inspection process –with attached reports- is presented to the university administration.

V) work is carried out to determine possible research programs in the work fields of both Participants and university administration is informed about the results and proposals are made.

VI) with suitable intervals (no longer than six months) the authorized people of both universities convene. The place of meeting is provided alternately. The universities of the authorized people bear the travel expenses. Accommodation is provided by the host university if possible.

VII) authorized people are determined (at the latest) within 15 days of the signing of the protocol by both Participants and Participants notify each other of the authorized people to inspect the joint work projects.

### **The Implementation of Joint Research Projects**

#### **Article 5**

1) Scientists participating in and responsible of the research present a report at the end of each academic year to the highest academic and/or administrative authority. The report must include the following information:

I) A report concerning the publications used and the final state of the research project.

II) Exchange activities and results thereof.

III) (if any) Unforeseen developments regarding the project.

IV) The activity report of the project for the following year.

### **The Finalization of Joint Research Projects**

#### **Article 6**

1) Authorized people will be notified of the results of joint research projects. Authorized people will then notify the relevant bodies of their own universities. Both universities will make an effort to publish the results of the projects –primarily- in their own language and will endeavor to form resources regarding this topic.

### **Academic Exchange**

#### **Article 7**

1) People subject to academic exchange are faculty members and research staff. The applications of those who apply for academic exchange will be evaluated in line with the relevant rules and regulations of each Participant of this protocol and will be notified to the counter Participants.

I) The adverse Participant will be notified of the names proposed by the other Participant within reasonable time and the opinions of the adverse Participant concerning the candidate and its approval will be sent to the sending university at least 120 days in advance of the commencement of the scheduled visit.

II) The Participants will make an effort to meet the requirements of the academic, administrative staff and the researchers regarding to the research issues without creating a financial burden on the institutions.

III) The sending university will bear the travel related expenses of the assigned academic, administrative staff and the researchers regarding to the current regulations. The host

university will bear all housing requirements of the visiting researcher and teaching staff in suitable conditions, if agreed upon in advance.

IV) The host university determines the type of insurance deemed necessary in terms of mandatory health and accident insurance of the visiting researcher/teaching staff within satisfactory limits (the insurance limits, the insurance company and all terms required by the valid legal system in said field of the host university's country must be fulfilled.) and demands the visiting researcher/teaching staff to fulfill these terms primarily. Death or disabling accidents will be within the scope of the insurance the visiting researcher/teaching staff must have beforehand.

V) The visiting researcher/teaching staff will benefit from all libraries of the host university freely and at no charge. The researcher/teaching staff will be allowed to produce a reasonable number of photocopies determined by the host university when s/he deems necessary. The visiting researcher/teaching staff will be consigned a computer with internet connection and a printer for his/her work if possible and this service will be free of charge.

## **Student Exchange**

### **Article 8**

1) Both universities will endeavor to provide exchange for two-year degree, undergraduate and graduate students with an approach in line with the relevant rules and regulations of each Participant of this protocol. The number of students to benefit from the exchange process will be determined by a joint commission to be formed following the signing of the protocol by both Participants based on mutual understanding. The host university will be notified of the names and fields of education of the students determined by the sending university at least two months beforehand and the host university will announce its reply regarding applications to the adverse Participant at least 1 month before the commencement of the academic year.

I) Both universities will exempt visiting students from charges such as education and registration fees. The principal procedure requires that such charges are paid at the institution the student is attached to. All social payments other than education and registration fees will be met by students.

II) Students – excluding education and registration fees – will be subject to the regulations of the host university. The sending university will accept the examinations of the host university and their results.

III) At application, students will present a document demonstrating proficiency, under the terms and at the level required by the host university, of the language accepted and chosen by the host university as the language of education and notified to the adverse Participant in writing.

IV) Students will bear all travel expenses and expenses related to the obtainment of all required documents for this travel. The host university will assist the visiting student in the provision of housing under the most suitable conditions and will provide consultancy and guidance services. The visiting student will have access to the university canteen and the charges s/he pays here shall not be higher than a domestic student's.

V) The host university determines the type of insurance deemed necessary in terms of mandatory health and accident insurance of the visiting student within satisfactory limits (the insurance limits, the insurance company and all terms required by the valid legal system in said field of the host university's country must be fulfilled.) and demands the visiting student to fulfill these terms primarily. Death or disabling accidents will be within the scope of the insurance the student must have beforehand.

VI) The necessary procedure will be implemented to recognize and/or validate participation documents and/or diploma type documents from seminars, courses etc. external to the main field of education that the student participates in during the time s/he is at the host university.

### **Administrative Personnel Exchange**

#### **Article 9**

1) If needed, being in conformity with the rules and regulations of this protocol, administrative personnel exchange can be realized.

### **Other Conditions**

#### **Article 10**

1) The Participants endeavour to create the conditions of the following activities:

I) Mutual recognition of syllabus and study programs on similar specialties in order to achieve double graduation of students in the future within the legal framework of the respective countries.

II) Exchange of scientific and technical information.

III) Joint participation in scientific conferences and symposiums.

IV) Other activities by mutual consent.

V) All the students, lecturers and employees of both Universities have the right to participate in joint projects, in the frame of present protocol.

### **Duration and Termination of the Protocol**

#### **Article 11**

1) The present protocol will come into effect on the day of signing, once it has been approved by the proper authorities, and will continue for a period of five (5) years. 3 months before the end of the protocol duration, a commission formed of three people under the presidency of one of the Vice Rectors assigned by the Rectors of UP and MU will convene and the condition of the protocol will be reviewed. The commission will either annihilate the protocol or extend its duration by five additional years.

2) The present protocol can be terminated:

By either Participant with one (1) month notice in writing to the other Participant; or by mutual consent of the Participants by signing bilateral report.

### **Dispute**

#### **Article 12**

1) Any difference or disputes between the Participants concerning the interpretation or implementation or application of any of the provisions of this protocol shall be settled amicably through mutual consultation or negotiations and upon the failure of the same; each participant is at liberty to refer the said matter for legal redress without reference to any third party or international tribunal.

### **Variation**

#### **Article 13**

1) This protocol may be amended, varied or supplemented in writing subject to mutual consent of the Participants.

### **Confidentiality**

#### **Article 14**

1) The Participants undertake to observe confidentiality towards other Participant not concerned or connected with this protocol. Any Confidential Information disclosed to either Participant pursuant to this protocol shall not without prior written consent of the other

Participant be disclosed to a third party or be used for any purpose not expressly permitted in writing by the other Participant.

### **Intellectual Property**

#### **Article 15**

1) Any intellectual property rights created as a result of this protocol, then such new intellectual property:

(a) created, developed or reduced to practice solely by UP's personnel will be owned by UP.

(b) created, developed or reduced to practice solely by MU's personnel will be owned by MU.

(c) created, developed or reduced to practice jointly by the personnel of MU and UP will be jointly owned by MU and UP.

### **Execution**

#### **Article 17**

- I) This protocol is officialy under execution after signed by the Rectors of MU and UP.
- II) This protocol has been prepared in two languages – English and Turkish.
- III) Both texts of the protocols are equally valid.

**Marmara University**

**University of Prizren**

Rector

**Prof. Dr. M. Emin Arat**

**11.12.2014**

Rector

**Prof. Dr. Rame Vataj**

**11.12.2014**