

MEMORANDUM OF UNDERSTANDING: BATMAN UNIVERSITY-AZERBAIJAN STATE OIL & INDUSTRY UNIVERSITY



BETWEEN



BATMAN UNIVERSITY, TURKEY

AND

AZERBAIJAN STATE OIL & INDUSTRY UNIVERSITY, AZERBAIJAN

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MEMORANDUM OF UNDERSTANDING

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*M. Babaf*

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MEMORANDUM OF UNDERSTANDING: BATMAN UNIVERSITY-AZERBAIJAN STATE OIL & INDUSTRY UNIVERSITY

- (v) collaborating on any potential areas of common interests relevant to enhancing knowledge and raising competency in the area of energy;
- (vi) BU and ASOIU may initiate joint bachelor, master, and PhD programs. The structure of the programs will be decided according to negotiations.
- (vii) student exchange programs, academician exchange programs.
- Parties will make every effort to provide the financial resources necessary to ensure the protocol's success within legal constraints.
  - Visitors to an institution participating in a student exchange program will not be required to pay student contributions or tuition fees. It is essential that such fees are paid by researchers at their respective institutions. Researchers are responsible for all social expenses other than education and registration fees.
  - Faculty members and researchers are responsible for all transportation costs and the cost of any required transportation documents. Transportation, health insurance, and other expenses will not be supported by the host institution. The host institution will not charge any additional fees to the faculty members participating in the exchange program.
  - The host university will provide guidance and assistance in arranging appropriate housing for visiting faculty members and researchers.
  - The fees charged to visiting faculty members and researchers should not exceed those charged to other faculty members and researchers at the host university.
  - The host university determines the type of insurance it deems necessary for the visiting researcher or faculty members' health and accident insurance, within the limits it deems sufficient (The insurance company must adhere to all applicable legal requirements in the country in which the host university is located). It requests that the visiting faculty member and researcher first meet these requirements.
  - Accidents that result in death or disability will be covered by the mandatory insurance that the researcher or faculty member must obtain prior to the start of the program.
  - Parties will make every effort to facilitate faculty and researcher exchanges. Visiting faculty members and researchers will adhere to the host university's administrative procedures and regulations.
  - Parties will provide visiting faculty members and researchers from other institutions with access to research space, libraries, and other facilities, as well as opportunities to audit lectures for free, as well as other common courtesy accorded to visiting scholars.

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## 2.2 Collaboration Activities

The activities for collaboration are described in the Addendum hereto (to be referred hereinafter as "Collaboration Activities"). The Parties may mutually agree to modify and revise the Addendum in writing from time to time to add any further or drop any existing initiatives during the currency of this MOU.

## 2.3 Anticipated Resources

2.3.1 The Collaboration Activities under this MOU shall be subject to the availability of funds and personnel. The terms of financing shall be agreed upon in writing by the Parties before the commencement of each activity. Mobilization within the scope of the Mevlana Exchange Program and the Project-Based International Exchange Program will begin following the commissioning of these programs by the Turkish council of higher education. Students and faculty members can benefit from funds provided by national/international organizations or businessmen.

2.3.2 Whenever more than the exchange of technical information or exchange visits of individuals or promotion activities is planned to take place, such activity shall be described in a project agreement, which shall set forth as appropriate to the activity, a work plan, staffing requirements, cost estimates, funding source, and other undertakings, obligations, or conditions not included in this MOU ("Project Agreement"). The Project Agreement is legally separate and binding contracts created as a result of entering into this MOU.

2.3.3 Expense incurred in the development and preparation of this MOU by each Party are for the accounts of each Party respectively and neither shall be responsible to reimburse the other.

## 2.4 Communications

The Parties will ensure regular and clear line of communication between one another in all aspects of their cooperation.

## 3. IMPLEMENTATION

### 3.1 Terms of Reference

This MOU is intended to provide a framework within which the Parties intend to endeavour to develop and undertake the Collaboration Activities. Any specific project, arrangement, activity or the like undertaken together by the Parties pursuant to this MOU shall be set forth in a Project Agreement to be jointly formulated and agreed to by the Parties. This MOU is an expression of intent only for the purposes of setting out a framework for possible collaboration between the Parties. This MOU does not constitute an agreement or commitment by either Party to enter into an arrangement about or provide support for any activity or project. This MOU does not create any right enforceable by either Party against the other or against or by any other person. Subject to the confidentiality obligation under clause 4 and data protection under clause 5 of this MOU, nothing set forth in this MOU shall be construed to obligate either Party hereto to undertake any act or refrain from undertaking any act.

### 3.2 Representatives.



*M. Babayev*

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3.3 Each Party hereby designates and appoints below its representative with overall responsibility for implementing this MOU, including responsibility for developing the collaboration and formulating the written Project Agreements for activities to be undertaken by the Parties:

For BU:

Prof. Dr. Idris Demir  
Rector  
Yenişehir Mah. Batı Raman Kampüsü, 72000, BATMAN, TURKEY  
Tel: +90 0488 217 38 13  
Email address: idris.demir@batman.edu.tr

For ASOIU:

Prof. Dr. Mustafa Babanlı  
Rector  
34 Azadlig Avenue, Baku, Azerbaijan, AZ1010  
Tel: +994 (12) 493 45 57  
Email address: rector@asoiu.edu.az

#### 4. CONFIDENTIALITY OBLIGATION

##### 4.1 Confidential Information

All information acquired by any Party in connection with the Collaboration Activities or this MOU, which is non-public or which is confidential or proprietary in nature ("Confidential Information") shall be kept secret and confidential by the Party who receives such Confidential Information.

##### 4.2 Restricted Disclosure of Confidential Information

4.2.1 The Parties hereto undertake to each other that it shall not disclose or allow to be disclosed, reproduce, copy, disseminate or transfer to any person or any of the Confidential Information which may come to their knowledge during or in the course of MOU and it shall not make use of the Confidential Information for any other purpose other than for purpose as set out in this MOU.

4.2.2 The Parties shall use their reasonable endeavours to prevent the publication or disclosure of any such Confidential Information in any manner whatsoever except if specifically authorised by the other Party in writing or if required by any applicable law, by order of court with competent jurisdiction, by regulation or directive.

4.2.3 If any Party is required by any applicable law, by order of court with competent jurisdiction, by regulation or directive to disclose any Confidential Information, it shall where reasonably possible and legally permissible notify the other Party immediately and only make such disclosure of that portion of Confidential Information required to be furnished by such applicable law, by order of court with competent jurisdiction, by regulation or directive as the case may be.



*M. Babanlı*

A handwritten signature in blue ink, appearing to be "M. Babanlı", is written over the seal of Azerbaijan State Oil & Industry University.



4.2.4 The Parties shall restrict access to the Confidential Information to those of their officers and employees on a need to know basis and shall advise each of the persons to whom it provides access to any of the Confidential Information to keep such Confidential Information strictly confidential.

4.2.5 Upon termination of this MOU, the Party receiving the Confidential Information shall promptly return the Confidential Information which may be in its possession or under its control together with all copies and shall destroy (and shall procure that all persons to whom or to which the Confidential Information has been imparted shall destroy) any analyses, compilations, studies, reports and other documents or materials prepared by that Party which bear, incorporate, reflect or are prepared from any of the Confidential Information and undertakes not to retain any duplicates or copies of such matter.

#### 4.3 Exclusion

For the purpose of this MOU, Confidential Information shall exclude:

- (a) any information that is or becomes common knowledge or available in public domain without breach of this MOU;
- (b) any information that any Party obtained from or made available by a third party without breach of the terms of this MOU; or
- (c) any information obtained from a third party who had received by that third party without restriction on disclosure or use

### 5. PERSONAL DATA PROTECTION

#### 5.1 Processing Personal Data.

During the course of dealings between the Parties and in connection with the performance of this MOU, the Parties acknowledge that they need to Process belonging to or supplied by each Party from time to time by electronic or paper-based means.

#### 5.2 Consent to Processing Personal Data

By entering into this MOU, the Parties expressly and explicitly acknowledge and consent to the Processing of such Personal Data by each Party for the purpose of performance of this Agreement and for all other purposes that are necessary, incidental or related to the performance of this Agreement, including Processing of such Personal Data within and, where necessary, and the transfer and disclosure of such Personal Data to third parties authorised by each Party within and outside Turkey, where necessary, outside Turkey provided that these third parties undertake to keep such Personal Data confidential, or to any persons, authorities or regulators to whom the Parties are compelled, permitted or required under the law to disclose to. For the purpose of this Clause, "third parties" include but not limited to each Party's holding or parent company, subsidiaries, related and/or associated companies, vendors, suppliers, professional advisers and third party service providers.

#### 5.3 Parties' Warranties

To the extent that a Party has disclosed its employees, agents or other third parties' Personal Data to the other Party, the disclosing Party warrants and represents that it has obtained the relevant individual's

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*A. Babae*

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consent to disclose such Personal Data to the other Party in accordance with this Clause and for the purpose of the performance of this MOU, and for all other purposes that are necessary, incidental or related to the performance of this MOU.

5.4 Data Accuracy

The Parties warrant and represent that all Personal Data disclosed or to be disclosed to the other Party is accurate and complete, and that none of it is misleading or out of date as of the date of this Agreement. The Parties shall promptly update each Party in the event of any change to such Personal Data.

6. MISCELLANEOUS PROVISIONS

6.1 Term. Unless terminated earlier by either Party by serving to the other a written termination notice not less than thirty (30) calendar days prior to the intended termination date, this MOU shall remain in effect for a period of ten (10) years from the date set forth above.

6.2 Modification. This MOU may be modified or terminated at any time by mutual written agreement of the Parties. Further, this MOU may be terminated by either Party at its sole discretion with thirty (30) days prior notice in writing to the other Party. However, the resources committed, before such termination notice and during that time, by either Party toward the Collaboration Activities shall be proportionately acknowledged and shall survive such termination.

6.3 Survival of Obligations. Clause 4 (confidential information), Clause 5 (personal data protection) and Clause 6.8 (intellectual property rights) shall survive the termination of this MOU.

6.4 No Commitment. Nothing in this MOU limits the right of either Party to develop, procure or market systems, products, or services that may be similar to or competitive with those of the other Party; provided that no unauthorized use or disclosure of the other Party's Confidential Information is used in such activities. In addition, nothing in this MOU shall be construed to prevent either Party from entering into negotiations or business relationships with any other person even if the other person is a competitor to either Party to this MOU.

6.5 No conflict of interest

BU's collaboration with ASOIU on activities consistent with this MOU is not intended and shall not be construed to confer or suggest a special advantage or preference to ASOIU in competing with any other person with regard to the provision or procurement of goods, works or services to or by BU or any other persons, and whether or not any such provision or procurement results from or in any manner appears to relate to the subject of this MOU or any activity consistent with this MOU. However once projects or activities are undertaken under this MOU and Project Agreements are executed and entered into by both Parties then the rights and obligations of both Parties under the terms of the separate project agreements shall prevail.

6.6 No Licenses or Partnership. Neither Party shall make any use of the trademarks, trade names, or service marks of the other Party without the express, prior written consent of the other Party. This MOU does not create any agency, partnership, or joint venture relationship between the Parties.





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6.7 Names, Marks and Logos. The Parties acknowledge that the names and marks of the Parties and all variations thereof including the associated logos are the sole and exclusive properties of the Parties respectively. Neither Party shall acquire any right, title or interest in the other Party's name under this MOU.

6.8 Intellectual Property Rights. Except to the extent expressly provided for in this MOU, neither the execution and delivery of this MOU, nor the furnishing of any Confidential Information by either Party can be construed as granting to the other Party either expressly, by implication, estoppel, or otherwise, any proprietary rights under any Intellectual Property Rights owned or controlled by the Party furnishing the same.

6.9 No Endorsement. Unless the Parties provide written consent, no Party shall publicly represent or imply that the other Party has sponsored, approved, or endorsed the manner or activities of any Party.

6.10 Public Announcements. No public disclosure, press release or announcement concerning the execution of this MOU or the activities contemplated hereby shall be issued by either Party without the prior written consent of the other Party.

6.11 Counterparts. This MOU may be executed in two or more counterparts, each of which will be deemed an original, all of which will constitute one and the same instrument. A facsimile copy of this MOU, including the signature pages, will also be deemed an original.

6.12 Settlement of Dispute. Any issues arising from the interpretation or implementation of this MOU will be settled through consultations between the Parties or such other means as they may mutually decide, and ultimate dispute resolution mechanism thereby obviating a challenge in the courts.

6.13 Governing Law. This MOU and any Project Agreements shall be construed and interpreted pursuant to the laws of TURKEY and AZERBAIJAN.

6.14 Notices. Any notice or other communication including any request for information, responses to such request and exchange of information between the Parties shall be in writing and in English language and may be effected by mail, facsimile or any other methods mutually agreed by the Parties.

IN WITNESS WHEREOF, the Parties have caused this MOU to be signed, in duplicate originals, by their duly authorized representatives.

Signed by

Rector, Prof. Dr. Idris Demir

BATMAN UNIVERSITY



Rector, Prof. Dr. Mustafa Babanlı

AZERBAIJAN STATE OIL & INDUSTRY UNIVERSITY

Date

16.03.2022

