



# MEMORANDUM OF UNDERSTANDING

#### between

# Andijan Machine-Building Institute, Uzbekistan

#### and

## Kayseri University, Turkey

In order to promote human resource development through education, academic exchange and cooperation Andijan Machine-Building Institute and Kayseri University agree to sign the Memorandum of Understanding (MoU), details are following:

#### **Article I: Purpose**

The purpose of this MoU is to develop academic and educational cooperation on the basis of equality and reciprocity and to promote relations and mutual understanding between both institutions.

# Article II: Scope of the Academic Exchange and Educational Cooperation

Parties hereby agree to cooperate in their mutual interest for a range of Technical and Vocational Education and Research and Innovation activities, including - but not limited to - the following forms of cooperation:



- Student exchange programs at all levels on unilateral and mutual basis for the purpose of education and/or research;
- Faculty exchange programs (short visits and short-term faculty exchange programs included), on unilateral and mutual basis for the purpose of lectureship, teaching and/or research; technical administrative and professional staff exchange programs, onunilateral and mutual basis, for the purpose of institutional capacity building and individual career development;
- Joint organization of higher education and training programs (short-term higher education and training programs included) on topics of mutual interest and invitation of each other's faculty and staff members to participate therein;
- Joint organization of seminars, conferences or workshops on topics of mutual interest and invitation of each other's faculty members to participate therein;
- Joint application for external funding of higher education, training and research programs and projects on topics of mutual interest, at national and international levels and invitation of each other's faculty and administrative and technical staff members to participate therein;
- Information exchange on higher education, training and research programs;
- Information exchange on teaching, learning material and other literature relevant to each other's educational, training and research programs;
- Other forms of bilateral international cooperation of mutual interest.



### **Article III: Principles of Implementation**

- All specific arrangements and plans for activities are to be negotiated and are dependent on the availability of funds. Both parties should feasibly seek financial support from national and international organizations for the cooperative activities to be undertaken as stated under the terms of this MoU;
- Both institutions should facilitate and coordinate with partner universities to implement the MoU effectively;
- Mutual visits of teachers/students and other collaboration plans can be discussed annually;
- Scientific research projects, jointly-held academic meetings, teaching seminars and other agreed plans would be discussed separately;

### **Article IV: Settlement of Differences**

 The differing viewpoints and interpretations of this MoU shall be settled amicably by mutual consultation or negotiation.

## Article V: Amendments, Duration and Termination

- Amendments to this MoU can only be made by mutual consent for the two parties.
- This MoU shall be in effect from the date of its signature and be valid for the duration of five (5) years from that date, and will be automatically renewed on an annual basis thereafter, unless terminated or replaced with a new MoU.
- This MoU may be terminated by either party by written notice at least three (3) months prior to the termination date. Such notice of termination will not interfere with cooperative programs currently underway. Such programs will be allowed to continue until their conclusion.

#### Article VI: Force-Major

- The parties are released from liability for partial or complete non-fulfillment of obligations under this agreement, if such non-fulfillment was the result of force-major circumstances, such as a pandemic, flood, fire, earthquake or military actions (force-major) that arose after the conclusion of the agreement, which the parties could not foresee, not prevent by reasonable measures.
- Upon receiving information about the occurrence of force majeure events, the affected Party undertakes to immediately notify the other Party of the occurrence of such events, provide the other Party with detailed information about such events, as well as a reasonable estimate of the period during which such force-major events will continue.
- If force-major events continue for more than 30 (thirty) days, the Parties have the right to terminate this Memorandum by submitting a written notice 7 (seven) days before the date of the intended termination.



#### **Article VII: Final Provisions**

This MoU is prepared in English and in two (2) copies of this MoU. Both copies shall be deemed as authentic ones, either of which be kept by each party. As witness to their consent this MoU, the appropriate authorities hereto provide their signatures:

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