



## MEMORANDUM OF UNDERSTANDING

between

### AKDENIZ UNIVERSITY

Faculty of Engineering, Department of Geological Engineering  
Dumlupınar Bulvarı Akdeniz Üniversitesi Mühendislik Fakültesi  
Jeoloji Mühendisliği Bölümü 07058 Antalya  
Represented by Prof. Dr. Erdal Koşun

and

Faculty of Mathematics, Informatics and Natural Sciences  
UNIVERSITÄT HAMBURG

Mittelweg 177, 20148 Hamburg  
Represented by the Dean Prof. Dr.-Ing. Norbert Ritter  
represented by the President, Univ.-Prof. Dr. Dr. h.c. Dieter Lenzen

### INTRODUCTION

This MEMORANDUM OF UNDERSTANDING is written in the spirit of promoting international friendship and understanding by stimulating and supporting international activities and projects with emphasis on internationalization of higher education.

In furtherance of their mutual interests in teaching and research, desire to strengthen mutual contact, and as a contribution to increased international cooperation the Faculty of Engineering, Department of Geological Engineering, AKDENIZ UNIVERSITY, ANTALYA, TURKEY, hereinafter referred to as, FE-AU, and the Faculty of Mathematics, Informatics and Natural Sciences, UNIVERSITÄT HAMBURG, HAMBURG, GERMANY, hereinafter referred to as MIN-UHH, have entered into the following MEMORANDUM OF UNDERSTANDING (MOU). Based on principles of equality and reciprocity, this MOU serves as a basis for cooperation between both parties.

### PURPOSE

1. Through this MOU the parties express their intention to facilitate the development of technical and educational cooperation, to foster advancement in teaching and research and to enhance educational and cultural understanding between the parties.
2. The parties acknowledge their mission to protect and realize scientific freedom, to contribute to the shaping of a social and democratic constitutional state and a peaceful and

humane world, to foster the right to education, to promote gender equality, and to honor cultural diversity.

#### INTENDED AREAS OF COOPERATION

3. Subject to the availability of funds and approval of the authorized representative of the FE-AU, and the authorized representative of the MIN-UHH, or their authorized deputies, in the interest of expanding and providing high quality education, the two parties will facilitate cooperation in areas of mutual interest:
  - (a) Joint research  
Both parties shall encourage and explore opportunities for joint research activities in the fields of Sedimentology and Stratigraphy.
  - (b) Exchange of undergraduate, graduate and postgraduate students  
Both parties shall encourage students to study abroad at the partner faculty, and both parties shall provide exchange students with opportunities to take courses of their choice at the partner faculty. Both parties attempt to facilitate credit transfer for students participating in an exchange.
  - (c) Joint programs  
Both parties shall facilitate the development of joint programs for undergraduate, graduate and postgraduate students.
  - (d) Exchange of academics  
The parties intend to provide academics from both parties with opportunities to offer courses and seminars, and teach in the partner faculty. They shall, where possible, set in motion development programs for academics and young researchers.
  - (e) Joint lectures and seminars  
Academics from both parties shall be encouraged to develop and implement joint lecture series and joint seminars.
  - (f) Exchange of administrative staff  
The parties intend to provide members of the administrative staff of both parties with opportunities to take part in staff exchange programs and engage in activities such as work shadowing at the partner institution.
  - (g) Exchange of academic material and information publications  
The parties intend to exchange academic material and other publications of the departments that are of interest.

#### IMPLEMENTATION

4. Any specific program, joint activity and sharing of confidential information will be subject to the conclusion of a separate formal agreement, including the necessary budget for the program or activity as the need may arise.



5. Each party understands that the cooperative activities envisaged by this MOU will be subject to the negotiation and conclusion of separate formal agreements and the availability of funds. This MOU places no financial obligation on either of the partner institutions.
6. The parties will designate one officer each at their institutions who will facilitate and oversee implementation of this MOU. The expansion of cooperative areas and activities is to be further discussed based on the needs and interest of both parties.

#### INTELLECTUAL PROPERTY

7. Each party's rights, title and interest in its intellectual property and confidential information remain unaffected by this MOU. For the avoidance of doubt, neither party is obliged to disclose any confidential information to the other party. Any disclosure or exchange of confidential information must be covered by an appropriate confidentiality agreement.
8. Any intellectual property rights or other results which may originate from the envisaged collaboration of the parties will be separately discussed between the parties and determined in separate written research arrangements.

#### CONFIDENTIALITY

9. No party may disclose to third parties any information, material or other matter received from the other party identified as confidential or restricted, or which can be reasonably understood as such ("Confidential Information").
10. Confidential Information provided by the other party, e.g., in the form of records, documentation, data storage media and objects, is to be handled with care and shall be safeguarded until its return; it may only be utilized in accordance with the provisions of this MoU and, in particular, may not be the subject matter of applications for industrial property rights. Confidential Information shall be returned after the termination of this MoU or withdrawal of a party, as the case may be, at the request of the party which made the Confidential Information available.
11. In case of withdrawal or determination of this MoU, Confidential Information received from the other party is to continue to be treated in confidence.

#### DURATION, AMENDMENT AND TERMINATION OF THIS MoU

12. The parties will review the terms of the MOU on a regular basis to assess the success and will determine whether to continue, modify or discontinue the MOU. Each party has the right to terminate this MOU by giving six months prior written notice to the other. Such termination will not automatically terminate separate formal agreements concluded between the parties according to Sections 3 to 6. A termination of this MOU shall not affect the completion of any joint activities or programs underway at the time that the notice of termination is given.

13. This MOU may only be amended in writing either by the exchange of letters between the two institutions or by signing an amending agreement. Such amendments, once approved by both parties, will form part of the MOU.
14. Unless validly terminated earlier, this MOU will remain in effect for a period of four (4) years from the date of the last signature. It may be renewed afterwards.

#### SETTLEMENT OF DISPUTES

15. If there is any dispute, the parties agree to negotiate in good faith and in the first instance the dispute shall be referred to the relevant institutional authority of each party, who shall endeavor to resolve the dispute within 30 days.
16. Any dispute, which cannot be resolved by the senior representatives of each party, will be referred to arbitration at a forum agreed to by the parties. Any decision made by the selected arbitrator will be binding on the Parties. The costs of arbitration will be borne equally by the parties unless otherwise agreed.
17. Should any clause in this MoU be determined to be or become invalid or unenforceable in full or in part, such determination shall not affect the validity of the other clauses of the MoU or the remaining parts of the clause concerned. The Parties shall negotiate in good faith to replace any invalid clause by an effective one, which conforms as far as possible to the original purpose of the invalid clause and shall then so-amend this MoU in writing.

#### EXCLUSION FROM MILITARY USE

18. The parties agree that the joint research, academic exchange, and other academic collaboration shall be used only for gaining and utilizing any knowledge gained and its practical application for peaceful purposes and the foundations and development of teaching and studies.
19. In this context, the parties agree that all data, material, and knowledge gained from their collaboration, whether deliberately or by coincidence, shall be used for purely civilian and peaceful purposes and in full observance of human rights. These shall not be shared or further developed for military purposes.

#### LANGUAGE

20. This MOU is written in English and both parties retain one copy each of the authentic texts. In the event of any conflict between the English and other language versions, the English version shall prevail.

In agreement with the above terms of participation, the authorized representatives of the FE-AU, and the Faculty of Mathematics, Informatics and Natural Sciences, Universität Hamburg, hereby affix signatures.

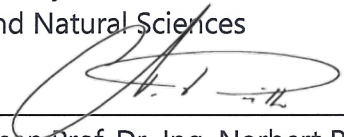
For  
AKDENIZ UNIVERSITY  
Faculty of Engineering

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Prof. Dr. Erdal Koşun  
Head of Department of Geological  
Engineering

Date: 08.03.2023

For  
UNIVERSITÄT HAMBURG  
Faculty of Mathematics, Informatics  
and Natural Sciences



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Dean Prof. Dr.-Ing. Norbert Ritter

Date: 28.04.2023