

**AGREEMENT OF COOPERATION  
BETWEEN  
FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES  
AND  
YILDIZ TECHNICAL UNIVERSITY, ISTANBUL, TURKEY**

WHEREAS Florida Atlantic University (hereafter FAU) headquartered at 777 Glades Road, Boca Raton, Florida, USA, acting by and through the Florida Atlantic University Board of Trustees wishes to increase the international educational opportunities of its students and faculty; and

WHEREAS Yildiz Technical University (hereafter YTU) located in Istanbul, Turkey acting by and through the YTU administration wishes to increase the international educational opportunities of its students and faculty; and

WHEREAS representatives of both institutions have held discussions which have established the desirability of renewing and strengthening the bonds between both academic communities through student exchange and other activities as outlined in this agreement below.

Now, therefore, in recognition of mutual commitments made in the articulation of this agreement, FAU and YTU agree as follows:

**SECTION I  
RECIPROCAL STUDENT EXCHANGE**

**1. Exchange of Students**

1.1 FAU and YTU agree to promote the exchange of qualified undergraduate and graduate students from each institution for a period of study in South Florida and Istanbul, respectively. The home institution is the institution where the students are typically enrolled and where their degree will be granted. The host institution is the institution where the visiting student will study for the period of the exchange and take classes.

1.2 This exchange is open to students in all fields. Each institution, however, may limit access to specific academic programs and courses on their respective campuses. The host institution has the final approval on acceptance of the incoming visiting student and the courses of study taken.

**2.0 Number of Students to be Exchanged**

2.1 FAU and YTU may each exchange up to five (5) students in any field per year for no more than five (5) semesters of access per year in each direction. A student who stays for two semesters uses up two semesters of the total access for that year.

2.2 The exchange should balance in both directions every three years of the agreement. The parties will review the balance at the end of each year and adjust the numbers of students to be exchanged accordingly, to ensure an even balance by the end of the three years. The parties can increase the number of semesters of access to be exchanged to meet student demand by mutual written agreement.

2.3 FAU and YTU will establish an expected schedule for the exchange of students to best match student preparation for the host school and the best timeline for the study period at the host school.

2.4 If a student withdraws from the exchange before the end of the semester, the student will be included in the calculation of exchange balance numbers for the semester.

### 3.0 Tuition, Fees and Costs

As reciprocal exchange students, the student will enroll and pay tuition to their home institution. Upon proper notification, minor administrative fees may be charged by the host institution and will be the responsibility of the students. FAU fees for incoming students that cannot be waived include, but are not limited to, a non-degree admissions fee, semester transportation fees, and the university identity card fee. The anticipated costs of such administrative fees will be provided to the prospective students in a timely manner in advance of their arrival at the host institution. No refund of administrative fees will be made if a student is unable to complete his or her course.

### 4.0 Registration

All reciprocal exchange students selected for the exchange will be admitted as non-degree students at the host institution. Exchange students must register for and sustain sufficient credits to be considered in full time undergraduate status, and must maintain good academic standing pursuant to the home and host institution's standards at all times.

### 5.0. Student Application and Selection Procedures

5.1 Students must comply with the home institution's posted and announced application deadlines and application processes. Each institution will determine its own method of selecting students for the exchange, and will share their selection process with the host institution. The official acceptance of students recommended for the exchange is contingent upon final acceptance by the host institution. Final decisions will be made on the basis of the candidates' qualifications and the availability of space in the proposed course(s) of study at the host institution.

5.2 Transcription of results and academic records will be provided by the home institution as soon as practicable after the completion of a period of exchange study or study abroad. Host institution fees for transcripts may be charged as applicable.

### 6.0 Language Proficiency

Students must possess language ability necessary to fulfill their academic work. YTU will nominate students for non-degree exchange at FAU who have sufficient proficiency in English to excel at FAU. FAU reserves the right to request TOEFL or IELTS scores for incoming non-degree students.

### 7.0 Costs for Housing, Food and Travel

All FAU and YTU students will be responsible for their own housing, food, books, and travel while traveling to and in residence at the host institution. The host institution will provide reasonable assistance to participants in obtaining housing, to the extent possible.

### 8.0 Health Insurance

Each home institution may require their own students to obtain health insurance and emergency and medical evacuation insurance before they depart on the exchange, pursuant to home institution policies and laws governing the home institution in this area. In addition, each host institution may also require health insurance and emergency and medical evacuation insurance, pursuant to host institution policies and laws governing the host institution in this area. The requirements of the host institution in this regard will be provided to the prospective students in a timely manner in advance of their arrival at the host institution. Costs associated with any insurance requirements of either the home or host institution shall be the sole responsibility of the student.

## 9.0 Immigration Policies and Study Visas

Students must comply with all requisite immigration, passport, and visa requirements of the host country and host institution, at their own expense.

## **SECTION II EXCHANGE OF FACULTY AND SCHOLARS**

### 10.0 Exchange of Faculty and Scholars

10.1 FAU and YTU may exchange faculty and scholars for teaching or research or other collaborative purposes. The home institution is the sending party and the host institution is the receiving party.

10.2 Interested faculty and scholars should submit teaching or research proposals to their home institution's academic coordinator for consideration as part of the exchange. Proposals should explain the objectives for the proposed visit and details on courses to be taught, research to be pursued, or other collaborative activities to be undertaken. If funding is available to support the visit at the host institution, this should be noted in the proposal.

10.3 Once the home institution has approved the faculty exchange proposal, they will provide the proposal and the credentials of the proposed faculty or scholar for exchange to the host institution's designated faculty coordinators and academic officers for review and consideration. If there is mutual interest, detailed arrangements can then be made for the exchange to occur and will be outlined in a letter of invitation to be sent from the host institution to the visiting faculty member or scholar.

10.4 The duration of any exchange shall not exceed one academic year as defined by the host institution. Unless otherwise agreed upon by both parties, the home institution will be responsible for the salary and benefits payable to its faculty members and scholars participating in an exchange. All other costs associated with the visit will be borne by the participant unless otherwise noted in the letter from the host institution.

10.5 The host institution will provide reasonable assistance to such visitors to locate appropriate housing and get settled at the host university.

10.6 Each home and/or host institution may require the participant to obtain health insurance, as well as medical and emergency evacuation insurance. The anticipated costs of this insurance will be shared with the prospective individual in advance of their travels, and are a personal expense.

10.7 Faculty must comply with all requisite immigration and visa requirements of the host country and the host institution.

### 11.0 Joint Research Projects

11.1 In the event a joint research project is proposed by either party, such proposal shall be carefully reviewed by both parties to evaluate the qualifications of the proposed participating faculty members, scholars and students (when appropriate) and the location of the research activity. If the joint research project proposal is initially approved by the participating faculty members, such members shall use reasonable effort to seek outside funding for the proposed joint research project. Once the scope of work, the funding and a budget have been mutually agreed upon, the parties will reduce the agreement to writing and have it executed by the appropriate officials. Any such agreement must include a provision for ownership and commercialization of any intellectual property resulting from the joint research.

11.2 In such joint projects between the two institutions, care shall be taken to consider parity in the numbers and institutional ranks of the personnel involved and the publication rights resulting from the research.

11.3 All research and other activities conducted under this Agreement must be conducted in accordance with the laws, rules, and regulations applicable to each institution and the laws, rules and regulations of the local site.

### **SECTION III OTHER COLLABORATIVE ACTIVITIES**

#### 12.0 Other Activities

12.1 FAU and YTU agree to consider the future development of other areas of mutual cooperation to enhance this agreement, including joint faculty research, faculty teaching exchange, short term student visits, visiting scholar exchange, and joint workshops and conferences.

12.2 Future activities shall be described in a detailed written supplement to this agreement signed by each institution's responsible party.

### **SECTION IV GENERAL PROVISIONS**

#### 13.0 Non- Discrimination

The parties agree to comply with all the federal, state, and local rules, regulations, executive orders, and laws forbidding unlawful discrimination.

#### 14.0 Relationship of Parties

This agreement shall not be construed to create a relationship of parties, brokers, employees, servants or agents as between the parties. The parties to this agreement are acting as independent contractors. With respect to employee compensation for services provided in connection with this agreement, each party shall be responsible for its own employees' withholding taxes, workers' compensation and other employment-related taxes.

#### 15.0 Agreement Coordination and Emergency Contact Information

Each institution shall designate a coordinator to oversee and facilitate the implementation of this Agreement. The initial coordinator for FAU will be Dr. Catherine Meschievitz, Director of the Office of International Programs. The initial coordinator for YTU will be Assistant Professor Alpay Oral. The parties agree that each coordinator will collect and distribute to the other, as requested and as reasonably appropriate, information about the faculty, facilities, research, publications, library materials and educational resources at the respective institutions. The parties also agree that each will provide an emergency contact number, which is available 24 hours per day, 7 days per week, for emergencies that might arise under the operation of this agreement (see Section 24).

#### 16.0 Accreditation

FAU is accredited by the Southern Association of Colleges and Schools Commission on Colleges (hereafter SACS) to award associates, bachelors, masters and doctoral degrees. YTU is not accredited by SACS, and the accreditation of FAU does not transfer to, extend to, or include YTU or its students by virtue of this agreement. FAU will abide by and follow the policies and procedures of SACS in carrying out this agreement. YTU agrees to provide timely access to its premises, faculty, students, staff, and records when such access is requested by SACS or FAU for the purpose of evaluating compliance with the Principles of Accreditation as they may pertain to the activities contemplated by this agreement.

## 17.0 Logos, Trademarks, Diplomas, Certificate and Other Documents

Neither the name, logo or trademark of FAU or YTU nor the signature of their officials shall appear on the diplomas, certificates, on other such documents which might be produced by the other institution without the written permission of the coordinator and/or other appropriate officials of the institution, whose name is being invoked.

## 18.0 Period of Agreement, Renewal and Termination

18.1 This agreement once signed by both parties will last for six years.

18.2 This agreement may be renewed by mutual written agreement of both parties.

18.3 Subject to clause 18.4, either party may terminate this Agreement for any reason by providing at least 90 days written notice to the other party. Any students participating or nominated to participate in an exchange program at the time of the termination shall be allowed to complete the relevant program with such period of completion not to exceed one year.

18.4 Except in the case of a breach that results in a notice of termination by a party under clause 18.5, if a party intends to terminate the agreement at the point in which there is a state of imbalance in the number of students in the student exchange as described in Section 2, the university having hosted the larger number of students may continue to send students to the other institution until the imbalance is rectified, as long as this takes no more than one year unless otherwise agreed by the parties.

18.5 A party may terminate this agreement immediately by giving written notice if the other party breaches this agreement and: (a) fails to remedy the breach within 14 days of receiving notice of the breach and requiring it to be remedied; or (b) the breach is not capable of remedy. However, any students participating or nominated to participate in an exchange program or study abroad program at the time of the termination, shall be allowed to complete the relevant program, with such period of completion not to exceed one year.

18.6 Both parties may cancel this agreement at any time for refusal by the other party to allow public access to all documents, papers, letters, or other materials, pertaining to the activities contemplated by this agreement, subject to applicable laws.

## 19.0 Use of Institutions' Names: Advertising and Publicity

Neither party shall use the other institution's name, or any name that is likely to suggest that it is related to the other institution, in any advertising, promotion or sales literature without first obtaining the written consent of the other institution. Any advertising or other promotional material or language promoting this cooperation agreement must be approved in advance in writing by the coordinators and any other appropriate institution officials.

## 20.0 Waiver

The waiver of any breach of any provision of this agreement shall not be construed as a continuing waiver of said breach or a waiver of any other breaches of the same or other provisions of this agreement.

## 21.0 Rules and Legislation of the Host Institution and Confidentiality

Each exchange student will be subject to the rules and regulations and policies of the host institution during the period of his or her visit. Both parties agree to maintain the confidentiality of student records to the maximum required by law.

## 22.0 Non -Assignment

This agreement may not be assigned by either party without the advance written consent of the other.

### 23.0 Legal Status and Resolution of Conflict

This agreement shall be governed by the laws of the State of Florida with respect to FAU and the laws of Turkey with respect to YTU; provided, however that the conduct of any program participants while engaged at the host institution shall be governed by the laws and regulations of the host institution and any such laws and regulations of the home institution that may apply to them. The parties shall cooperate mutually to resolve any disputes or misunderstandings by collaboration and discussion.

### 24.0 Notices

Any notice to either party hereunder must be in writing and signed by the party giving it, and shall be deemed given when mailed postage prepaid by U. S. Postal Service or certified or express mail, or other overnight mail service, or hand delivered, or delivered by facsimile with confirmed receipt, when addressed as follows:

FLORIDA ATLANTIC UNIVERSITY  
Catherine S. Meschievitz, Ph.D., Director,  
Office of International Programs  
777 Glades Road GS 212Q  
Boca Ratón, FL 33431  
Phone: 561-297-3282  
Fax: 561-297-2850  
E-Mail: [cmeschie@fau.edu](mailto:cmeschie@fau.edu)  
Emergency Contacts: M-F during Work Hours 561-297-1208/1039/3227/1080  
After Hours Call FAU Police: 561-297-3500

YILDIZ TECHNICAL UNIVERSITY  
Alpay Oral, Ph.D., Coordinator  
International Relations Office  
Yildiz Campus  
34349 Beşiktaş/ İstanbul TÜRKİYE  
Phone : +90 212 383 3208  
Email: [aoral@yildiz.edu.tr](mailto:aoral@yildiz.edu.tr)  
Emergency Contacts: +90 212 383 2173

or to such other addresses as may be hereafter designated by written notice.

### 25.0 Amendments

Amendments and modifications to the terms and conditions of this agreement shall be effective only upon the mutual written agreement of the parties hereto, signed by a person authorized to approve such amendments and/or modifications.

### 26.0 Budgetary Considerations

The fulfillment of this agreement shall be subjected to and contingent upon the availability of funds appropriated or otherwise lawfully expendable for the purpose of this agreement by each institution for the current and future periods. Each institution shall give written notice to the other of the non-availability of such funds upon knowledge.

### 27.0 Severability

The provisions of this agreement are severable, and if any provision of this agreement is found to be invalid, void or unenforceable, the remaining provisions will remain in full force and effect.

28.0 Counterparts

This agreement may be executed in one or more counterparts, all of which together shall constitute one (1) agreement.


29.0 Authorization

Each party represents and warrants that it is duly authorized to enter into this agreement on behalf of itself and its affiliates, and that this agreement shall not conflict with, or cause it to be in breach of, any other agreements or obligations such party might have.

30.0 Entire Agreement

This agreement, including any exhibits referenced herein, shall constitute the entire agreement and understanding between the parties as to the subject matter hereof and supersedes all prior discussions, agreements and undertakings of every kind and nature between them, whether written or oral, with respect to such subject matter.

FLORIDA ATLANTIC UNIVERSITY  
BOARD OF TRUSTEES

By:   
(Signature)

Name: Dr. John Kelly  
Title: President

DATE: 8/18/15

YILDIZ TECHNICAL UNIVERSITY

By:   
(Signature)

Name: Prof. Dr. İsmail Yüksek  
Title: Rector

DATE: 10/09/2015

Approved as to Form  
and Legality *8/21/15*  
General Counsel  
Florida Atlantic University