(A)

MEMORANDUM OF UNDERSTANDING

BETWEEN



National Centre for Physics, Islamabad, Pakistan AND

Gebze Technical University, Gebze, Turkey

This MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the "MoU") is signed and entered into on this ______ day of _____. 2022 and sets out understandings by and between:

National Centre for Physics, Islamabad (hereinafter referred to as "NCP") represented by its Director General, located at Shahdra Valley Road, P.O. Box No. 2141, Islamabad - 44000 Pakistan:

AND

Gebze Technical University (hereinafter referred to as "GTU"), represented by its Rector, located at Cumhuriyet Mahallesi, 2254, Sokak, PK: 41400 Gebze/Kocaeli, Turkey.

(hereinafter referred to individually as the "Party" and collectively as the "Parties")

I. INTRODUCTION

Collaboration between NCP and GTU is based on mutual trust and confidence between both Parties and their respective countries. Both Parties' aim is to collaborate for the mutual benefit of providing research opportunities, guidance, infrastructure and mentorship to local students. The goal of this MoU is that researchers and students will work in different areas of physics and allied disciplines in order to promote international educational cooperation by exchange of personnel and resources.

OBJECTIVE / PURPOSE

The objective/purpose of this MoU is to establish a framework for scientific cooperation between the Parties and to promote it in a comprehensive manner by combining the Parties' expertise and knowledge and by effectively utilizing combined facilities to the advantage of both Parties.

3. FORMS OF COOPERATION / DEFINITIONS

The activities pursuant to this MoU include the following:

- 3.1 Conduct of joint or cooperative projects and programs by the Parties.
- 3.2 NCP and GTU researchers (academics, scientists, post-doctoral scholars and postgraduate students) to be encouraged to collaborate in Particle Physics related Experiments and Accelerator Science, to participate in detector hardware and electronics development, to perform physics analysis of the data etc.
- 3.3 Exchange of NCP and GTU researchers engaged in the aforementioned activities. NCP researchers will be encouraged to apply for research fellowships at GTU to effectively conduct the aforementioned research activities in GTU and to mutually benefit from different perspectives.
- 3.4 Exchange of study materials between the Parties.



- 3.5 Exchange of research information and experiences of mutual interest between the
- 3.6 Collaborative or consultative visits, joint conferences and seminars or summer schools arranged by the Parties.
- 3.7 Such other activities of cooperation as may be mutually agreed between the Parties from time to time.

4. INTELLECTUAL PROPERTY

It is intended that the Parties are to agree on exchanging publications. Furthermore, any achievement in scientific research reached through mutual collaboration between the Parties may be published. The Parties may share achievements of joint scientific research and make use of such research, subject to a mutual understanding. In necessary cases the patent affairs will be resolved through consultation between the Parties.

5. EXCHANGE OF PERSONNEL

Unless otherwise agreed in writing, the following provisions may apply to assignment or exchange of personnel of the Parties:

- 5.1 Exchange of visiting scholars will be discussed and decided by the Parties on a case to case basis. Both the home institute and the host institute may propose the candidates.
- 5.2 Each Party will facilitate the use of related experiments, provide equipment for the collaboration and will assist in the process of personnel exchange.

6. LEGAL STATUS

Until any final agreement is reached between the Parties nothing in this MoU will be deemed to create any legal obligations nor confer any legal rights upon the Parties. For avoidance of doubt, it is declared that this MoU only provides guidelines for discussion and cooperation between the Parties and it is not an agreement enforceable in Court of Law.

7. AMENDMENT AND EFFECTUATION

This MoU will take effect and come into force on the date of the last signature ("effective date") and may be amended or modified in writing by mutual consent of the Parties and may be extended for subsequent periods.

8. DURATION AND TERMINATION

This MoU will be valid and effective for a period of five (5) years from the effective date, unless extended or modified by mutual written consent of the Parties, six months prior to the expiration of the five (5) year period.

9. DISPUTE RESOLUTION

If any questions or disputes relating to the interpretation of the provisions of this MoU arise, the Parties may consult with one another in good faith and endeavor to reach a mutually acceptable solution.

10 CONFIDENTIALITY

The Parties will keep confidential all knowledge, information, documents, demonstrations, technical know-how, other commercially valuable information as well as all related information either generated or disclosed by either Party in the process of undertaking any collaborative activity under this MoU. Such confidential information will not be disclosed to third parties without the prior written consent of the other Party and will not be used for any purpose not contemplated by this MoU. A Party may disclose the said information may only be disclosed to those individuals from the receiving Party who need to know the said information in order to perform the activities directly falling under the ambit of this MoU. The Parties will inform the other Party as soon as practicably possible of any breach of the confidentiality clause under this MoU of which it comes to know. Obligations under this clause will survive the termination and expiration of this MoU.

II. MANAGEMENT

Each Party will assign an individual who is to have operational responsibility for fulfilling and overseeing the terms of this MoU. It would be expected that other representatives would lead the individual projects.

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12. COST

Any costs incurred in the performance of any of the terms of this MoU or any activity as mentioned hereinabove will be jointly borne by the Parties, provided, however, that upon request of one Party, a portion of any cost so incurred to that Party may be borne by the other Party subject to mutually agreed terms.

B. SEPARATE BINDING AGREEMENT(S)

The Parties agree to execute separate binding agreement(s) through mutual consensus as and when required on a project to project basis.

Signed in two (2) originals in English, both being equally authentic

Signed By:

National Centre for Physics (NCP)

Dr. Mansoor Hanteed may ar Director General NCP

Date

Gebze Technical University (GTU)

of Dr Muha ninod Hasan

Rector GIU

Date 18/07/2022