

General Cooperation Agreement

between

1. Modern Business School, Terazije 27, Belgrade, Republic of Serbia, represented by Director, Full Professor. Saša Jovanovic, Ph.D,

and

2. Kayseri University, Kayseri, Türkiye represented by Rector, Prof. Dr. Kurtuluş Karamustafa, Full Professor

I. GENERAL

The Modern Business School (hereinafter “MBS”), represented by its Director, Full Professor. Saša Jovanovic, Ph.D,

and Kayseri University, represented by its Rector, Prof. Dr. Kurtuluş KARAMUSTAFA, hereby agree to cooperate under the terms described below.

A. Purpose of the Agreement

With the objective of promoting academic cooperation in education and research, and considering that the signatories of the agreement (parties) are united by common interests in academic and scientific and activities, both parties agree to enter into this General Cooperation Agreement.

B. Modes of Collaboration

Subject to mutual consent, the areas of cooperation shall include any academic program offered at either institution considered of interest to the parties, and that according to the latter, will contribute to the fostering and development of cooperation initiatives, which include but are not limited to:

1. Exchanges of faculty members (academic and research staff) for short-term visits (for a period not exceeding 14 days per faculty member), or for medium-term visits (for a period not exceeding 3 months per faculty member).
2. Acceptance of students from both parties and exchange programs implemented with, or without, external funding at the graduate and undergraduate level.
3. Promotion and execution of academic and scientific activities on commercially interesting
4. The design of collaborative research papers and projects; development of formal proposals for funding of such research; participation in international calls for research proposals.
5. Development of joint academic programs.
6. Inter-institutional internship programs.

II. TERMS OF THE AGREEMENT

A. Faculty Members' (academic and research staff) Exchange

Exchanges of faculty members (academic and research staff) shall be conducted under the following guidelines:

1. Both parties may nominate their faculty members (academic and research staff) to participate in an exchange. The duration of exchange visits will be determined by mutual consent, and will comprise of short-stay visits of faculty members (not exceeding 14 days per faculty member, up to 2 faculty members each year) or of medium-term visits (for a period not exceeding 3 months per faculty member, up to 2 faculty members per year). The number of man-days per calendar year will be defined each year in mutual consent. All nominations are subject to the approval of the host institution. Faculty members (academic and research staff) participating in the exchange must have a sufficient command of the language of instruction, if they are invited to teach.
2. At the time of invitation, the parties will determine funding conditions related to travel expenses and living cost for visiting faculty members (academic and research staff). It is also understood that any financial arrangements will be negotiated and agreed to in writing for each specific case and will depend upon the availability of funds.
3. The parties shall undertake efforts to raise funds from outside sources for the exchange of faculty members (academic and research staff).
4. Each exchange faculty member must obtain medical and accident insurance coverage during the exchange period. It is understood that the host institution accepts no responsibility or liability for providing health care services or health and care insurance for visiting faculty members.
5. Exchange faculty members (academic and research staff) shall be responsible for obtaining any necessary visas and complying with all immigration laws and regulations of the country of the host institution. The host institution shall cooperate in such efforts, but will not be responsible to assure the granting of any visas, permits or approvals.
6. The parties to the agreement shall inform one another regularly about the curricular programs offered by each institution, and especially about research seminars, scientific conferences, and symposia organised by each.
7. Should any faculty and research collaboration result in any potential for intellectual property, the parties shall meet through designated representatives and seek an equitable and fair understanding as to ownership and other property interests that may arise. Any such discussions shall at all times strive to preserve a harmonious and continuing relationship between the parties.

B. Student Acceptance and Exchange

1. With the objective of granting students from both institutions the opportunity to learn about the culture and academic life of the counterpart, students that are enrolled in an academic program offered by either party may participate in the student exchange program or decide to apply for acceptance at the other cooperation party signing this agreement.
2. The conditions for acceptance of second party applied students shall be subject of the more detailed agreement within annex to this cooperation agreement.
3. The responsibility for the selection of participating students in the exchange program will fall upon the home institution and will be carried out according to its norms and regulations concerning academic records and any other established criteria. The home institution will provide the host institution with the list of students (up to two per year) that have qualified for the exchange.
4. Each institution reserves the right to accept or reject a candidate nominated by the other. The host institution will inform the other of the final admission decision as soon as possible.
5. The exchange student should demonstrate language proficiency in the language(s) of instruction of the host institution.
6. The student exchange program's duration is of one (1) academic semester, after which the exchange student must return to their home institution. This period of time may be extended subject to mutual consent, but must not exceed an additional term of one (1) academic semester.
7. Each host institution will provide the exchange students with a waiver of tuition fees for formal academic courses, but the exchanged students may be asked to pay the host institution administrative costs and for some forms students must complete upon arrival.
8. All other costs associated with the exchange, such as travelling and living expenses, accommodation and health and accident insurance will be the exchange student's responsibility.
9. Balance in the number of exchange students from both institutions should be reached within a period of five (5) years.
10. Exchange students will have the same rights and duties as students of the host institution. Therefore, exchange students must abide by all statutes, rules and regulations of the host institution for the duration of the exchange and must take sufficient number of courses at the host institution.
11. Students who wish to enrol in a degree program at the host institution must have undergone the normal admission procedures of that institution.
12. The student exchange program shall be open to undergraduate and graduate students. This program shall be developed according to the following general guidelines:
 - a. Academic achievements at the host institution shall be recognized by the home institution according to the latter's standards procedures.

- b. Specifics of each exchange student's course of study in the host institution must be clarified and mutually agreed upon by means of a Learning Agreement before the beginning of the student's exchange experience.
 - c. At the end of the exchange program, the host institution will certify the grades and credits achieved by the exchange student.
 - d. The undergraduate exchange student should have completed at least two (2) years of study at the home institution, before participating in the program.
 - e. The parties will determine on a case-to-case basis, the period of study that graduate exchange students should have completed at the home institution, before participating in the program.
15. Exchange students shall be responsible for obtaining any necessary visas and complying with all immigration laws and regulations of the country of the host institution. The host institution shall cooperate in such efforts, but will not be responsible to assure the granting of any visas, permits or approvals.
16. Exchange students must purchase appropriate medical, accident, civil liability and repatriation insurance before leaving their home country.

III. ADMINISTRATIVE GUIDELINES

1. The terms of cooperation for each specific activity not contemplated by this Cooperation Agreement shall be mutually discussed and agreed upon in writing by both parties, prior to the initiation of the activity. Such agreements will constitute appendixes to this Agreement and will state the objective, duration, budget, activities to be carried out by each party, conditions concerning intellectual property, and shall be approved by the corresponding authority of each institution.

IV. LEGAL PROVISIONS

1. **Intellectual Property:** The parties agree that the specific agreements of cooperation shall include the necessary provisions for the protection of property rights to inventions, copyright and other intellectual property that result of joint work or collaborative research activities.
2. **Civil Liability:** Neither party shall be liable for any damage caused by force majeure or acts of God, and particularly by the suspension of academic or administrative activities at either institution. Once these difficulties have been surmounted, activities shall be resumed.
3. **Employment Relationship:** This Agreement is essentially an academic agreement between the parties. Therefore, this agreement does not originate an employment relationship between the home institution and the faculty members (academic and research staff) of the host institution, and vice versa, nor shall it bind the parties to provide welfare or social security benefits to visiting scholars.
4. **Duration and Amendment:** This Agreement shall remain in force for a period of five (5) years from the date of signature with the understanding that it may be terminated by either party provided that a written notice is given with ninety (90) days in advance, unless an earlier termination is mutually agreed upon. Agreement may be amended or extended by mutual written consent. In case of termination, the parties shall take the necessary measures to ensure the conclusion of commenced activities.

5. **Conflict Resolution:** The parties hereto shall carry out all the activities under this agreement in good faith. In case of disagreement, the parties agree to make every reasonable effort, with common goals to resolve such dispute directly and willingly, through their representatives.
6. **Entire Agreement:** This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

In witness hereof, the parties hereby affix their signatures to this document in two counterparts.

Place and date: 14-02/2024

For Modern Business School



Prof. Dr. Saša Jovanović
Director

For Kayseri University



The seal of Kayseri University is circular, featuring a central emblem and the text 'KAYSERİ ÜNİVERSİTESİ' around the perimeter. Below the seal, the name 'Prof. Dr. Mustafa KARASU' and the title 'Rektor' are printed. A handwritten signature is written over the seal and extends to the right.