



**KARADENİZ  
TEKNİK ÜNİVERSİTESİ**  
KARADENİZ TECHNICAL UNIVERSITY  
1955

# **MEMORANDUM OF UNDERSTANDING**

**between**

**Karadeniz Technical University, Turkiye**

**and**

**Southeast University, China**

# MEMORANDUM OF UNDERSTANDING

between

**Karadeniz Technical University**

and

**Southeast University**

ON ..... (Date)

**Karadeniz Technical University** (hereinafter referred to as “UMB”), is a public research university in Algeria;

**AND**

**Southeast University** (hereinafter referred to as “SEU”), is a public research university in China. (hereinafter referred to singularly as “the Party” and collectively as “the Parties”),

**WHEREAS**

The Parties are desirous of entering into this Memorandum of Understanding to declare their respective intentions and to establish a basis of co-operation and collaboration between the Parties upon the terms as contained herein.

**HAVE REACHED AN UNDERSTANDING** as follows:

## **ARTICLE I OBJECTIVE**

The Parties, subject to the terms of this Memorandum of Understanding and the laws, rules, regulations and national policies from time to time in force in each Party's country, will endeavour to strengthen, promote and develop scientific research and education co-operation between the Parties on the basis of equality and mutual benefit.

## **ARTICLE II AREAS OF CO-OPERATION**

1. Each Party will, subject to the laws, rules, regulations and national policies from time to time in force, governing the subject matter in their respective countries, endeavour to take necessary steps to encourage and promote co-operation in the following areas:

- a) Lighting and display technology
  - b) Thin film transistor technology
  - c) Photo detection
  - d) Photovoltaics
  - e) Theoretical and Computational Analysis and
  - f) any other areas of co-operation to be mutually agreed upon by the Parties.
2. For the purpose of implementing the co-operation in respect of any areas stated in paragraph 1 the Parties will enter into a legally binding agreement subject to terms and conditions as mutually agreed upon by the Parties including clauses on “confidentiality”, “suspension”, protection of intellectual property rights” and “settlement of dispute” as contained in Annexure A1 of this Memorandum of Understanding.

### **ARTICLE III FINANCIAL ARRANGEMENTS**

1. This Memorandum of Understanding will not give rise to any financial obligation by one Party to other.
2. Each Party will bear its own cost and expenses in relation to this Memorandum of Understanding.

### **ARTICLE IV EFFECT OF MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding serves only as a record of the Parties intentions and does not constitute or create, and is not intended to constitute or create, obligations under domestic or international law and will not give rise to any legal process and will not be deemed to constitute or create any legally binding or enforceable obligations, express or implied.

### **ARTICLE V NO AGENCY**

Nothing contained herein is to be construed so as to constitute a joint venture partnership or formal business organisation of any kind between the Parties or so to constitute either Party as the agent of the other.

### **ARTICLE VI ENTRY INTO EFFECT AND DURATION**

1. This Memorandum of Understanding will come into effect on the date of signing and will remain in effect for a period of 5 years.
2. This Memorandum of Understanding may be extended for a further period as may be agreed in writing by the Parties.

## **ARTICLE VII NOTICES**

Any communication under this Memorandum of Understanding will be in writing in the English language and delivered by registered mail to the address or sent to the electronic mail address or facsimile number of University M'hamed Bougara of Boumerdes or Southeast University, as the case may be, shown below or to such other address or electronic mail address of facsimile as either Party may have notified the sender and shall, unless otherwise provided herein, be deemed to be duly given or made when delivered to the recipient at such address or electronic mail address or facsimile number which is duly acknowledged:

**To: Karadeniz Technical University (KTU)**

Engineering Faculty  
Research Unit in Materials, Processes and Environment  
Karadeniz Technical University  
61300, Trabzon, Türkiye  
Attn.: Prof. Mehmet Ertugrul  
Tel: +90 533 6670124  
E-mail: ertugrul@ktu.edu.tr

**To: Southeast University (SEU)**

Joint International Research Laboratory of Information Display and Visualization  
2 SiPaiLou, Nanjing 210096, China  
Attn.: Prof. Wei Lei  
Tel: +86 25 83363222  
E-mail: lw@seu.edu.cn

The foregoing record represents the understandings reached between Karadeniz Technical University and Southeast University upon the matters referred to therein.

Signed in duplicate in the English language, all texts being equally authentic.

Signed by  
for and on behalf of the  
**Karadeniz Technical University**

Signed by  
for and on behalf of the  
**Southeast University**

\_\_\_\_\_  
**Prof. Dr. Hamdullah ÇUVALCI**  
**Rector**

\_\_\_\_\_  
**Prof. Wang Baoping**  
**Executive Vice President**

Place: \_\_\_\_\_

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ARTICLE I  
PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

1. The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations of the Parties and with other international agreements signed by both Parties.
2. The use of the name, logo and/ or official emblem of any of the Parties on any publication, document and/or paper is prohibited without the prior written approval of either Party.
3. Notwithstanding anything in paragraph 1 above, the intellectual property rights in respect of any technological development, products and services development, carried out
  - a) jointly by the Parties or research results obtained through the joint activity effort of the Parties, shall be jointly owned by the Parties in accordance with the terms to be mutually agreed upon; and
  - b) solely and separately by the Party or the research results obtained through the sole and separate effort of the Party, shall be solely owned by the Party concerned.

**ARTICLE II  
CONFIDENTIALITY**

1. Each party shall undertake to observe the confidentiality and secrecy of documents, information and other data received from or supplied to, the other Party during the period of the implementation of this Memorandum of Agreement or any other agreements made pursuant to this Memorandum of Agreement.
2. For purposes of paragraph 1 above, such documents, information and data include any document, information and data which is disclosed by a Party (the Disclosing party) to the other Party (the Receiving party), prior to, or after, the execution of this Memorandum of Agreement, involving technical, business, marketing, policy, know-how, planning, project management and other documents, information, data and/or solutions in any form, including but not limited to any document, information or data which is designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving party or if orally given, is given in the circumstances of confidence.
3. Both Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this Memorandum of Agreement.

**ARTICLE III  
SUSPENSION**

Each Party reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this Memorandum of Agreement which suspension shall take effect immediately after notification has been given to the other Party through diplomatic channels.

**ARTICLE IV**  
**SETTLEMENT OF DISPUTES**

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this Memorandum of Agreement shall be settled amicably through mutual consultation and/or negotiations between the Parties through diplomatic channels, without reference to any third party or international tribunal.