

MEMORANDUM OF UNDERSTANDING
between
European School of Law and Governance
Prishtina, Kosovo
And
Universidad Santo Tomás Oriente y Mediodía, USTOM
Granada, Nicaragua

I. Preamble

This Memorandum of Understanding (MOU) constitutes an agreement between the **European School of Law and Governance, Kosovo**, and **Universidad Santo Tomás Oriente y Mediodía, USTOM**, to join in a strategic alliance to undertake cooperative activities of common interest and mutual benefit.

In accordance with the objective to promote further cooperation between Kosovo and the Republic of Nicaragua , the European School of Law and Governance and Universidad Santo Tomás Oriente y Mediodía, USTOM hereby jointly enter into a bilateral linkage, focusing on the development of their institutions' programs, particularly those in Universidad Santo Tomás Oriente y Mediodía, USTOM's Bachelor or master level of studies in Business, Business Administration They will jointly develop and implement activities to improve their capacities to serve their respective clientele in Kosovo and the Republic of Nicaragua . This linkage is developed based upon the institutions' commonality of interests and their belief that a linkage between them would strengthen their joint and individual capacities.

II. Objectives

The objectives of this linkage are to develop long-term activities. Where financially feasible and consistent with the policies of the European School of Law and Governance and Universidad Santo Tomás Oriente y Mediodía, USTOM, the parties agree to pursue mutual interest in the following types of activities:

- Implementating
- Encouraging students from the European School of Law and Governance to participate in mutal programs if any as appropriate to the parties
- Encouraging applications from students to study at the partner institution at the undergraduate level: Students who meet regular admissions requirements of the host institution may be admitted to academic programs. The term(s) of attendance, costs, and course of study will be determined individually for each student in accordance with standard admissions procedures for international students.
- Exchanging of faculty and staff: The two institutions shall explore opportunities for mutual scholarship programs as appropriate , faculty improvement leaves, visiting professorships and other activities in areas of mutual interest and expertise.

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III. Program Management

Programs will be jointly planned, implemented, and evaluated, and will be described in a plan of work which will include programmatic and budget details. Activities undertaken will permit publication, dissemination, and sharing by the two institutions of all the facts resulting from the activities. Exchange and dissemination of information will include both the exchange of working papers and the identification of materials for publication. No prohibition will be imposed by either institution.

This MOU does not obligate either institution to provide funding or direct support for future collaborative activities. However, either institution, or both, may choose to provide support on a case-by-case basis. It is further understood that both institutions will jointly and separately seek funding from third parties to support activities to be carried out under this MOU. Implementation of specific collaborative programs will depend upon the availability of funds. The European School of Law and Governance and Universidad Santo Tomás de Oriente y Mediodía will assist one another with applications to funding sources for support of this cooperation and exchange.

A. Program Coordinators: Our coordinator between European school of Law and Governance in Prishtina in Kosovo will be as follows

Dr Kemal Yıldırım , on behalf of European school of law and Governance

Dr Roberto Ferrey on behalf of Universidad Santo Tomás Oriente y Mediodía, USTOM in Granada in Nicaragua

Each institution has designated an individual to serve as a point of contact. These officials are identified below:

B. Terms of attendance: for students of both universities students may attend at least minimum one study term or maximum one academic year at the receiving university and all credits earned during study terms will automatically be acceptable by sending university.

C. Costs : The costs will be fixed by universities prior to arrival of students and costs according to international standards

For European School of Law and Governance:

Prof. Dr. Kemal YILDIRIM

on behalf of

Dr. Visar Hoxha

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For Universidad Santo Tomás Oriente y Mediodía, USTOM:

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The representatives mentioned above will be responsible for monitoring program activities in the framework of this MOU, promoting achievement of the objectives of the agreement, and reporting results to their respective institutions.

This MOU will be in effect for five years, commencing on the date of the last signature affixed to this document. At the end of this time period, each institution will review the types and extent of collaborative activities undertaken and determine whether or not the MOU should be renewed. The MOU can be amended or renewed, with the approval of both parties, by means of exchange of letters through the authorized officials at each institution. Either party may initiate the exchange of letters.

The MOU may be terminated by either party by giving written notice of the intent to terminate the MOU. Such termination shall not affect the execution and conclusion of specific activities in effect under terms of this MOU, nor publication and dissemination of results. Insofar as possible, such notice will be given three months in advance of the desired termination date. However, consideration for the students will be necessary.

This MOU constitutes the entire agreement between parties. All prior discussions, agreements, and understandings, whether verbal or in writing, are merged in this MOU. For conditions of the affiliation not covered by this MOU or for problems that arise while the MOU is in effect, both parties agree to refrain from unilateral action and to consult and negotiate agreeable decisions. This MOU is designed to facilitate and develop a genuine and mutually beneficial process of cooperation and exchange and is not a contract creating legal or financial relationships between the parties. The parties do not discriminate on the basis of age, marital status, race, gender, ethnicity, religion, or disability.

IN WITNESS THEREOF, the European School of Law and Governance and Universidad Santo Tomás Oriente y Mediodía have executed this Memorandum of Understanding as of the last date affixed below.

European School of Law and Governance & Universidad Santo Tomás Oriente y Mediodía.

Prof. Dr. Kemal YILDIRIM
On behalf of
Dr. Visar Hoxha
Dean
European School of Law and Governance

Date 23.10.2015



Prof. Dr. Roberto Ferrey
President
Universidad Santo Tomás Oriente y
Mediodía, USTOM

Date 23.10.15.