

USKUDAR UNIVERSITY AND EDUCATION CONSULTANCY AGENCY
COLLABORATION AGREEMENT

This agreement refers to the Recruitment of International Students between The UNIVERSITY of USKUDAR located at Altunizade Mh. Haluk Türksoy Sk. No: 14 PK: 34662 Uskudar/Istanbul/Turkey and the institution whose details will be referred to as 'AGENCY' in this document.

Company (Agency) Name	EXPERTISE DANIŞMANLIK VE EĞİTİM SANAYİ TİCARET LİMİTED ŞİRKETİ	
Company's (AGENCY'S)	Country:	TURKEY
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	E-mail addresses:	info@expertise-academy.com customer-services@expertise-academy.com
	Postal Address:	HAMİDİYE MAH. ONUR SK. A1 BLOK NO: 60 A İÇ KAPI NO: 4 KAĞITHANE/ İSTANBUL
	Tax Number & Office:	3810922922
Company's (Agency's) website and social media accounts	Web Page	http://expertise-academy.com/
	Facebook:	https://www.facebook.com/Expertise-Academy-102143834558895/?modal=admin_todo_tour
	Instagram:	N/A
	Further:	https://www.linkedin.com/in/ahmad-rakab-223b8210a/
Authorized person:	Name, Surname:	AHMED ALREQEB
	Phone number:	+905054719199
	E-mail address:	info@expertise-academy.com

1. AFFIRMATIVELY

1.1. The USKUDAR UNIVERSITY Istanbul is a reliable university in Turkey, approved by the Turkish Grand National Assembly in 2011.

1.2. The AGENCY operates in the field of International Student Recruitment and provides services to students from all countries in undergraduate, postgraduate, associate degree, English preparatory school, and Turkish preparatory school (USTOMER).

1.3. USKUDAR UNIVERSITY aims to register international students (foreign) from all countries to its campuses in Istanbul. The AGENCY agrees to ensure that international students from all countries are enrolled into USKUDAR UNIVERSITY's, undergraduate, graduate, associate degree programs, English preparatory school, and Turkish preparatory school (USTOMER).

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1.4. Below are mutual liability and guarantees agreed upon by both parties.

2. TERM/DURATION

2.1. This agreement will take effect on May 1 , 2021 and will remain in force until May 1 , 2022, unless early termination by the parties is made.

3. LIABILITY and RIGHTS of USKUDAR UNIVERSITY

USKUDAR UNIVERSITY is responsible for the following statements:

3.1. Grants all students the right to enroll within foreseen quotas for students who meet the requirements in undergraduate, postgraduate, associate degree, English preparatory school and Turkish preparatory school (USTOMER) programs, and students who meet the rules and regulations of USKUDAR UNIVERSITY, application requirements, visa, financial and legal requirements.

3.2. USKUDAR UNIVERSITY provides the AGENCY with the necessary online and printed documents for undergraduate, postgraduate, associate degree, English preparatory school, and Turkish preparatory school (USTOMER) candidates coming from all countries.

3.3. USKUDAR UNIVERSITY is responsible for providing the necessary documents for prospective students' visa applications to Turkey but is not responsible for the provision of other kinds of documents to be provided by third-party persons and institutions.

3.4. USKUDAR UNIVERSITY helps the AGENCY to promote USKUDAR UNIVERSITY to potential students in all countries. Such assistance is limited by providing the AGENCY with the necessary online and printed promotional materials.

4. LIABILITY and RIGHTS of THE AGENCY

The AGENCY is responsible for the following statements:

4.1. Is responsible for selecting and registering undergraduate, graduate, associate, English preparatory school, and Turkish preparatory school (USTOMER) candidate students from all countries who meet the application requirements for USKUDAR UNIVERSITY.

4.2. Is responsible for providing all the necessary documents for the application and registration of undergraduate, postgraduate, associate, English preparatory school, and Turkish preparatory school (USTOMER) prospective students applying to USKUDAR UNIVERSITY. USKUDAR UNIVERSITY reserves the right to reject students.

4.3. Is responsible for promoting USKUDAR UNIVERSITY in all countries with online and printed materials promoting brochures, websites, and other programs. The AGENCY undertakes not to engage in any material interest, unethical, irregular, or immoral activity that would tarnish the name of USKUDAR UNIVERSITY.

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5. COVERAGE

5.1. This agreement covers all countries in the provision of international (foreign students) students.

5.2. Both parties are independent institutions. This agreement does not grant a partnership or official representation between the two institutions. Therefore, this agreement does not grant any privileges or commitments to the AGENCY.

5.3. USKUDAR UNIVERSITY can work with other agencies or third parties in all countries. The AGENCY can continue its services for other universities, but it is committed that its other work will be not contrary to USKUDAR UNIVERSITY. Failure to fulfill this commitment results in the cancellation of the agreement within the framework of the statements specified in § 15.

5.4. If it is determined that the AGENCY is working with institutions operating against the laws and state of the Republic of Turkey abroad and within it, USKUDAR UNIVERSITY may unilaterally terminate the contract and the AGENCY cannot make any claims.

6. TUITION FEES and SCHOLARSHIPS

6.1. USKUDAR UNIVERSITY is a foundation university and its programs are subject to fees. As required by the legislation, students pay an annual fee, which is renewed by the university every year and increased on a year-by-year basis. Students pay the fee for each year they enroll.

6.2. Tuition fees can be accessed from the link below;
<https://international.uskudar.edu.tr/en/tuition-fee>

6.3. USKUDAR UNIVERSITY grants scholarships to students every year in a quantity determined by the USKUDAR UNIVERSITY. Scholarships are free of charge. Scholarships can be awarded in the form of partial or a full fee exemption. USKUDAR UNIVERSITY decides on the scholarships and this agreement does not guarantee scholarships for the future.

7. QUOTAS

7.1. There is a quota for foreign students at USKUDAR UNIVERSITY. This quota is determined by USKUDAR UNIVERSITY on a one-year basis at the beginning of the fall semester of the academic year.

7.2. According to countries there can be applied an upper quota.

7.3. International (who considered as foreign students) students are given priority according to the criteria set by ÜSKÜDAR UNIVERSITY

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8. PROGRAM PROMOTIONS

8.1. The AGENCY is obliged to promote all programs of USKUDAR UNIVERSITY. Promotions in the case of necessity will be used as online and printed publications, promotion days will be held, high school visits will be made, and it will be gone to fairs. However, the AGENCY will not be able to advertise media before permission from USKUDAR UNIVERSITY.

8.2. In the promotions made by the agency, the expense of the promotional materials will be covered by the AGENCY.

8.3. USKUDAR UNIVERSITY does not have to take part in promotional days, seminars, etc. organized by the AGENCY, but can take part if it desires. The travel expenses of the representatives of USKUDAR UNIVERSITY are covered by the USKUDAR UNIVERSITY.

9. DORMITORY

9.1. Accommodation at USKUDAR UNIVERSITY is subject to a fee and must be paid for by students who want to stay in the dormitory. Applications for the dormitory, are evaluated according to the priority of the application date. USKUDAR UNIVERSITY will do its best to provide dormitories to international students from all countries.

9.2. Students do not have to stay in dormitories provided by USKUDAR UNIVERSITY. ÜSKÜRDAR UNIVERSITY has no obligation on housing.

10. FEES

10.1. Students enrolled in the undergraduate, graduate, associate, English preparatory school and Turkish preparatory school (USTOMER) programs of USKUDAR UNIVERSITY through the AGENCY, pay commissions per undergraduate, graduate, associate degree, English preparatory school, and Turkish preparatory school (USTOMER) students to THE AGENCY in return.

10.2. The AGENCY is obliged to forward the list of students who have completed the registration to USKUDAR UNIVERSITY. After the relevant checks are made, the transactions are started to pay the commission fee. In order to pay the commission fee, an official invoice accepted by the Financial Affairs Unit of USKUDAR UNIVERSITY must be submitted, which also specifies the Value Added Tax (VAT).

10.3. The candidates must indicate via which AGENCY applied, through the application system (<https://apply.uskudar.edu.tr>) at the time of application. Applications that are not made through the application system (<https://apply.uskudar.edu.tr>) will not be taken into account,

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even if they are notified by the AGENCY except the application system and no commission payment will be made even if the student is enrolled.

It is the responsibility of the AGENCY to specify the AGENCY in the application system by the candidates.

10.4. The Candidate International student, due to reasons of dispute, etc. during the application period, can change the AGENCY by notifying USKUDAR UNIVERSITY in writing before registration and if USKUDAR UNIVERSITY will approve it. USKUDAR UNIVERSITY considers the application system (<https://apply.uskudar.edu.tr>) registration after the registration process has ended or the AGENCY that was last applied for and approved by USKUDAR UNIVERSITY if there are changes.

10.5. Commission payments are paid for a one-off class or program (Turkish preparatory school, English preparatory school, or USTOMER) for the international student enrolled for the first year. If the student has received a scholarship, USKUDAR UNIVERSITY does not pay any commission. Commission payments are paid on the amount paid to the university by the international student who registered. No commission payments are made for the underpaid portion of the tuition fee or the student who is not paid tuition fees. The commission rates that the AGENCY will receive according to the number of international students enrolled are as follows.

TOTAL NUMBER OF REGISTERED STUDENTS	COMMISSION RATE (Per Enrollee)
1 (one) to 10 (ten)	15% (first year only)
11 (eleven) to 20 (twenty)	20% (first year only)
21 (twenty-one) to 50 (fifty)	25% (first year only)

10.6. Commission payments are calculated on the number of international students whose final registration procedures have been completed and important documents such as the Certificate of Equivalence have been submitted to USKUDAR UNIVERSITY. Students whose original final registration documents have not been submitted to USKUDAR UNIVERSITY or who have been under-delivered are deemed incomplete and no commission payments are made for these students. It is the responsibility of the AGENCY to complete the registration of the student and to start studying. No commission payments are made for students whose registration is deleted within 1 year after the registration process is completed.

10.7. The AGENCY agrees that it will not be able to receive commissions for students who have previously applied/enrolled in any unit of USKUDAR UNIVERSITY (undergraduate, postgraduate, associate degree, English preparatory school, and Turkish preparatory school (USTOMER) or who will make a department/program change in any way or through any other path.

10.8. If it is understood that the AGENCY who has registered with USKUDAR UNIVERSITY by the AGENCY, but which has switched to other universities without graduating in the following years and that the AGENCY has made this transition, the entire amount of commission paid to the AGENCY related to that student will be reimbursed to USKUDAR UNIVERSITY.

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10.9. For students (Citizens of the Republic of Turkey who have a blue ID card or have completed high school abroad) subject to the 10% quota restriction of YÖK (CoHE) in the Departments of Medicine and Dentistry, commission payment is not made to the AGENCY.

10.10. Unless otherwise stated, the commissions shall be forwarded by the AGENCY within 120 days after payment and paid in exchange for the official invoice agreed with USKUDAR UNIVERSITY on the part of the annual tuition fee of the USKUDAR UNIVERSITY program preferred by the international student. Commission payment is made separately when collection occurs for the late paid or later paid portion of the annual tuition fee. Student information (name, program name, registration period, nationality, passport number) should be indicated in the invoice, and commission rates must be specified according to tuition fee rates for each student. The parties agree that no other payment will be made.

10.11. In case of conflict, USKUDAR UNIVERSITY records will be valid.

11. RULES and REGULATIONS

11.1. The application, registration, other academic and non-academic rules, and statutes of USKUDAR UNIVERSITY are binding on related issues.

11.2. The application, registration, other academic and non-academic rules, and statutes of the Council of Higher Education (YÖK/CoHE) are binding on related issues.

11.3. The statutes and rules related to visas and other requirements of Turkey are binding on relevant issues.

12. TAKE-OVER

12.1. The AGENCY cannot transfer its rights without written permission from USKUDAR UNIVERSITY.

13. NOTIFICATIONS

13.1. All notifications and communication should be done in writing and on time: When the recipient is sent by courier during working hours, when they are sent by fax during the recipient's working hours, they must be sent to the address mentioned above by returned and return-registered mail during the recipient's working hours. The recipient must be notified through official channels when notifications are sent, except for notary notifications sent to the above-mentioned addresses.

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14. COMPENSATION ve LIABILITY

14.1. The AGENCY is liable for all damages (physical, material, etc.) that may affect USKUDAR UNIVERSITY (physical, material, etc.) directly or indirectly during or after the agreement. In case of violation of the scope of the service agreement by the AGENCY, the necessary legal defense must be prepared immediately.

15. TERMINATION

15.1. USKUDAR UNIVERSITY may terminate the agreement at any time without giving any reason and without any compensation by making written notice 15 days in advance.

15.2. In cases where a significant responsibility has not been fulfilled by the parties, this agreement must be notified in such a way as to indicate the responsibility not fulfilled in writing 30 days in advance. If the problem is not resolved within 30 days, the termination will carry out.

15.3. In the case that this agreement is terminated with notice, such termination shall not be subject to the accrued rights and obligations of one of the parties before termination.

16. FORCE MAJEURE

16.1. Neither side can be held responsible for delays and failures caused by force majeure in performance. Force majeure covers national disasters such as national strikes, corporate disputes, industrial agreements, war, military intervention, embargoes, terrorist attacks, looting, epidemics, floods, earthquakes, fires, power outages, interruption of communication lines.

17. RESOLVING DISPUTES

17.1. If a dispute arises from this agreement, it will be resolved subject to Turkish laws. Disputes between the parties will be resolved in the Istanbul Courts.

18. OTHER CONSIDERATIONS

18.1. This agreement can be changed or items can be added. In the case that this agreement is terminated with notice, such termination shall not be subject to the accrued rights and obligations of one of the parties before termination.

18.2. The AGENCY cannot use the logos and brands of USKUDAR UNIVERSITY without the written permissions obtained from USKUDAR UNIVERSITY in advance.

18.3. This agreement must be structured and interpreted according to the laws of the Republic of Turkey. Therefore, any dispute and issue between the parties will be resolved by the laws

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of the Republic of Turkey. Consequently, any disputes, performance, and unresolved issues that may arise between the parties regarding this agreement will be taken to the Istanbul Courts.

18.4. This agreement includes all matters agreed upon by the parties. This agreement replaces all previous agreements and all written oral agreements. Modification or continuation of this agreement without modification is valid when done according to the above points.

18.5. If the exercise or enforcement of the rights specified in this agreement by both parties is delayed, they shall not be deemed to have waived their rights.

18.6. Stamp duty, customs, fees, and all expenditures in the making of this agreement will be divided between the two parties. The relevant receipt must be submitted by the AGENCY to USKUDAR UNIVERSITY.

18.7. If one or more of the terms of this agreement are found to be invalid or unenforceable by the court, this will not affect the validity of other clauses.

18.8. The AGENCY undertakes to keep confidential information, personal data, etc. confidential. The AGENCY undertakes to protect all third-party information in accordance with all relevant laws that protect its confidentiality and characteristics through commercially appropriate measures. The AGENCY undertakes that its systems, products, and services (or third parties operating or controlling these systems on behalf of the AGENCY) do not have any security vulnerabilities or illegal access to them.

18.9. Parties; at begin, including the Constitution of T.R., the Turkish Penal Code No. 5237 Turkish Civil Code No. 4721, may not be mentioned by the Law No. 6698 on the protection of personal data and the name, however, in force primary and/or secondary legislation regarding the protection of personal data protected by the utmost efforts to make and if they are obliged to fulfill legal obligations to third parties in the event of failure to comply with these obligations in the eyes of the other party any damages that may occur caused by the violation, they would be liable at the rate of, in the event of a breach of this obligation, the parties must pay both third parties and any administrative authority under any pseudonym and name; they acknowledge, declare and undertake that the parties have recourse rights in the proportion of their defects to each other in respect of such amounts.

18.10. This agreement has been signed on the following date and is valid from the date of signing and, if applicable, the agreements for the previous years and which are valid will be deemed invalid.

Add. Art.: For the fall semester of the 2021-2022 academic year, USKUDAR UNIVERSITY will be awarded the following scholarships according to the number of students to be registered by the AGENCY.

1. For every 5 students who will enroll in undergraduate programs whose language of instruction is Turkish, 1 scholarship will be awarded from undergraduate programs whose language is Turkish. When calculating the number of scholarships, the number

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- of students enrolled in undergraduate programs whose language of instruction is Turkish is taken into account and the number of registrations made to other departments is not taken into account in the calculation.
2. For every 5 students who will enroll in associate degree programs whose language of instruction is Turkish, 1 scholarship will be awarded from associate degree programs whose language of instruction is Turkish. When calculating the number of scholarships, the number of students enrolled in associate programs whose language of instruction is Turkish is taken into account and the number of registrations made to other departments is not taken into account in the calculation.
 3. For every 20 students who will enroll in undergraduate programs whose language of instruction is English, 1 scholarship will be awarded from undergraduate programs whose language is English. When calculating the number of scholarships, the number of students enrolled in undergraduate programs whose language of instruction is English is taken into account and the number of registrations made to other departments is not taken into account in the calculation.
 4. Additionally, when the number of students enrolled in undergraduate programs whose language of instruction is English reaches 50 in total, 1 scholarship will be awarded regardless of article 3 of the undergraduate programs whose language of instruction is English, and 2 more scholarships will be given when the total reaches 100.
 5. As indicated 4. the scholarships included in the article will be awarded only once, taking into account the total number of students enrolled. Scholarships will not be offered again for every 50 or 100 students.
 6. USKUDAR UNIVERSITY decides for which departments the specified scholarships will be awarded.
 7. Scholarships are paid after the registration and payment of a specified number of students are completed.
 8. The scholarships mentioned include foreign language preparation and a four-year study period for undergraduate programs, foreign language preparation for associate degree programs, and a two-year study period.
 9. Scholarships are not awarded for students enrolled in medical and dentistry departments, graduate departments, and USTOMER in undergraduate programs, and the number of students enrolled in these departments is not taken into account when calculating the number to be reached in qualifying for the departments to be awarded scholarships.
 10. The AGENCY must enroll the scholarship student in the departments it is entitled to within two years after being eligible for a scholarship.
 11. USKUDAR UNIVERSITY has the right to terminate the scholarship application provided that it is informed in advance for any reason.

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15. / 06 / 2021

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06 / 07 / 2021