



MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITI TUN HUSSEIN ONN MALAYSIA

AND

KARABUK UNIVERSITY, TURKEY

ON ACADEMIC AND RESEARCH COLLABORATION

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "**MoU**") is made and entered into...^{26th}.....this day of...^{SEPT.}..... 2019

BETWEEN

UNIVERSITI TUN HUSSEIN ONN MALAYSIA (hereinafter referred to as "**UTHM**"), a public university established under the Universities and University Colleges Act 1971 whose address is at 86400 Parit Raja, Batu Pahat, Johor Darul Ta'zim, Malaysia and shall include its lawful representatives and permitted assigns of the first part;

AND

KARABUK UNIVERSITY (hereinafter referred to as "**KU**"), is a public university established in 2007 and primarily located at 78050 Karabuk, Turkey

(**UTHM** and **KU** shall hereinafter referred to singularly as "**the Party**" and collectively as "**the Parties**" as the case may be)

WHEREAS

- A.** **UTHM** is an established University which strives to enhance and strengthen its internationalization linkage and has taken various initiatives to complement its educational excellence. **UTHM** has entered into various collaborative arrangements with other parties to enhance its academic and research activities.
- B.** **KU** is an established university in Turkey that has maintained its reputation for academic, research and innovation excellence. **TGU** has also entered into various collaborative arrangements with other universities in various countries to enhance its academic and research collaboration.
- C.** The Parties are desirous of entering into this MoU 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 MoU 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 co-operation 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 in the following areas:
 - (a) exchange of scholars;
 - (b) exchange of students;
 - (c) setting-up joint research activities in areas of mutual interest;
 - (d) joint teaching and / or supervision of students
 - (e) joint participation in workshops and / or conferences;
 - (f) participation of students in study abroad program hosted by each institution; and
 - (g) 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, this MoU will be superseded by a legally binding agreement subject to terms and conditions as mutually agreed upon by the Parties.

ARTICLE III

FINANCIAL ARRANGEMENTS

1. This MoU 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 MoU.

ARTICLE IV

EFFECT OF MEMORANDUM OF UNDERSTANDING

This MoU 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 organization 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 MoU is valid and shall remain in effect for a period of **FIVE (5)** years from the date of this MoU regardless of the diverse dates the Parties may have signed this MoU.

2. This MoU may be extended for a further period as may be agreed in writing by the Parties.
3. Notwithstanding clause 1 and 2 above, either Party may, by giving written notice at least three (3) months in advance to the other Party, and upon expiry of the said notice, this MoU shall be deemed to have been terminated and shall have no further effect whatsoever. The event of termination will not affect activities already undertaken prior to the date of such termination.

ARTICLE VII

VARIATION

This MoU can be amended by mutual consent of the Parties. Any amendments to this MoU can be only be made in writing and after consultation and mutual consent of the Parties. Such amends, once approved by the Parties, will become part of the MoU.

ARTICLE VIII

NOTICES

Any communication under this MoU 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 shown below or to such other address or electronic mail address or facsimile number 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: **Universiti Tun Hussein Onn Malaysia**
Dean
Faculty of Engineering Technology

Universiti Tun Hussein Onn Malaysia

84600 Panchor, Muar

Johor Darul Ta'zim, Malaysia.

Tel. no. : +606-9742026

Fax no : +606-9742193

E-mail address : amranz@uthm.edu.my

To:

Karabuk University

Incoming Student and Staff Coordinator

Karabuk University, International Relations Office

Rectorate, Block C, N:311, 78050, Karabuk, TURKEY

Tel no. : +90370 4187939

Fax no. : +90 370 4187938


Email : mekuloglu@karabuk.edu.tr

The foregoing record represents the understandings reached between **UNIVERSITI TUN HUSSEIN ONN MALAYSIA** and **KARABUK UNIVERSITY, TURKEY** upon the matters referred to therein.


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IN WITNESS WHEREOF, the undersigned, being duly authorised by their respective organisations, sign this MoU on the date as above written.

Signed by]
For and on behalf of]
Universiti Tun Hussein]
Onn Malaysia]


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Professor Datuk Ts. Dr. Wahid bin Razzaly
Vice-Chancellor

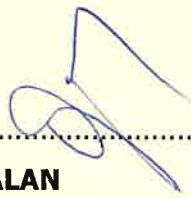
In the presence of


.....
Dr. Shahmir Hayyan Bin Sanusi
Head of Department, International Mobility

Signed by]
For and on behalf of]
Karabuk University,]
Turkey]


.....
Professor Dr. Refik POLAT
Rector

In the presence of


.....
Oya ONALAN
Mevlana Coordinator