



الجامعة الإسلامية العالمية ماليزيا
INTERNATIONAL ISLAMIC UNIVERSITY MALAYSIA
بِسْمِ اللَّهِ الرَّحْمَنِ الرَّحِيمِ



MEMORANDUM OF UNDERSTANDING

BETWEEN

INTERNATIONAL ISLAMIC UNIVERSITY MALAYSIA

AND

KARABÜK UNIVERSITY, TURKEY

(DATE:.....)

INTERNATIONAL ISLAMIC UNIVERSITY MALAYSIA (Company No. 101067-P), an International Islamic Institution of Higher Learning, incorporated in Malaysia under the Companies Act, 1965 and having its address at Jalan Gombak, 53100 Kuala Lumpur (hereinafter referred to as "IIUM") of the first part and shall include its lawful representatives and permitted assigns; **AND THE KARABÜK UNIVERSITY** (hereinafter referred to as "KBU") of the second part whose address is at 100. Yil DemirCelik Campus 78050, KARABÜK and shall include its lawful representatives and permitted assigns; (hereinafter referred to singularly as "the Party" and collectively as "the Parties",

WHEREAS

- A. IIUM is an established University which strives to strengthen its academic and research excellence through various collaboration with other parties and institutions;
- B. Karabük University is an established state nature of the core business strength of the Foreign University
- C. 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 term as contained herein.

HAVE REACHED AN UNDERSTANDING as follows:

ARTICLE 1

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 co-operation between the Parties on the basis of equality and mutual benefit.

ARTICLE 2

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) Foreign Languages
- (b) Engineering Technology
- (c) English Studies; and
- (d) any other areas of co-operation [Islamization of Knowledge in English Studies] to be mutually agreed upon by the Parties.

ARTICLE 3
FINANCIAL ARRANGEMENTS

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

ARTICLE 4
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 5
NO AGENCY

Nothing contained herein is to be constituted as 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 6

ENTRY INTO EFFECT, DURATION AND TERMINATION

1. This Memorandum of Understanding will come into effect on the date of signing and will remain in the effect for a period of five (5) years.
2. This Memorandum of Understanding may be extended for a further period as may be agreed in writing by the Parties.
3. Each Party may terminate this Memorandum of Understanding by giving the other Party 60 days written notice of that intention.

ARTICLE 7

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 agreement 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, and any products and services development, carried out :-
 - (i) 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
 - (ii) 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 8

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 Understanding or any other agreements made pursuant to this Memorandum of Understanding.
2. For purposes of paragraph 1 above, such documents, information and data include any documents, 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 the Memorandum of Understanding, 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 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 Understanding.

ARTICLE 9

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 Understanding which suspension shall take effect immediately after notification has been given to the other Party through diplomatic channels.

ARTICLE 10

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 Understanding 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.

ARTICLE 11

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 *International Islamic University Malaysia* or the *Karabük University, Turkey* as the case may be, 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 (IIUM):

International Islamic University Malaysia
(Company. No. 101067-P)
Jalan Gombak
53100 Kuala Lumpur.
Tel: +603-6196 6036
Fax: +603-6196 4378

To (KBU):

Karabük University
100. Yil
DemirCelik Campus
78050, KARABÜK

The foregoing record represents the understandings reached between the *International Islamic University Malaysia* and *Karabük University, Turkey* upon the matters referred to therein.

IN WITNESS WHEREOF the Parties have hereunto caused this Memorandum of Understanding (MoU) to be duly executed as at the date first above mentioned.

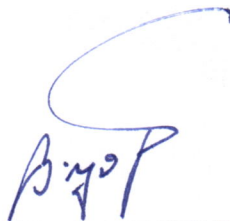
FOR IIUM



.....
PROF. DATO' SRI DR. ZALEHA
KAMARUDDIN
Rector
IIUM

(DATE : 4/3/2014)

FOR KBU



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PROF. DR. BURHANETTIN UYSAL
Rector
KBU

(DATE : 18/3/2014)