

MEMORANDUM OF UNDERSTANDING

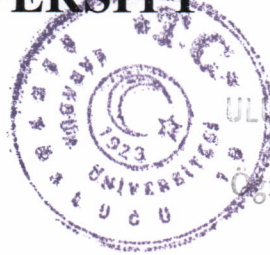
BETWEEN

UNIVERSITI MALAYSIA PAHANG

AND

KARABUK UNIVERSITY

ASLI GIBİDİR



ULUSLARARASI İLİŞKİLER
KOORDİNATÖRÜ
Öğr. Görv. Oya ÖNALAN

Oya ÖNALAN



This Memorandum Of Understanding is made on this 14th of May 2013.

UNIVERSITI MALAYSIA PAHANG (hereinafter referred to as “UMP”), an institution of higher learning established under the Universities and University Colleges Act 1971 whose address is at **Lebuhraya Tun Razak, 26300 Gambang, Kuantan, Pahang Darul Makmur, Malaysia** and shall include its lawful representatives and permitted assigns; and **KARABUK UNIVERSITY** (hereinafter referred to as “KBU”), whose address is at **100. Yil. Mahallesi Balıklarkayasi, Karabük78050 Karabük/Turkey** and shall include its lawful representatives and permitted assigns; (hereinafter referred to singularly as “the Party” and collectively as “the Parties”,

WHEREAS

- A. **UMP** is an established and competency-based technical university that specializes in the fields of engineering and technology which strives to enhance and strengthen its internationalization linkage and has taken various initiatives to compliment its educational excellence. **UMP** has entered into various collaborative arrangements with other parties to enhance its academic and research activities.
- B. **KBU** is a public university in Karabük, Turkey. The university was founded in 2007 as one of the 17 new universities of that time in Turkey. The academic structure of KBU contains ten faculties, three graduate schools, three schools and three vocational schools.
- 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 terms as contained herein.

ULUSLARARASI İLİŞKİLER
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2 Öğr.Görv. Oya ÖNALAN



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99

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 endeavor to strengthen, promote and develop particularly in academic and research 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, endeavor to take necessary steps to encourage and promote co-operation in the following areas:-

- (a) A research collaboration through:

- (i) Joint Research
- (ii) Joint Collaboration
- (iii) Joint Publicatio

- (b) An academic collaboration through:

- (i) Participation in seminars and academic meeting
- (ii) Exchange of academic materials and relevant information
- (iii) Student Exchange for:-

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- Industrial Attachment
- Credit Transfer
- Cultural Exchange
- (iv) Staff Exchange
 - Academic
 - Administration
 - Sabbatical
 - Industrial Advisory; and
- (c) Post - Doctoral
- (d) Special short-term academic program for undergraduates studies,
- (e) Dual degree for undergraduates and post graduate degree; and
- (f) Any other areas of co-operation to be mutually agreed upon by the Parties.

Abdullah İbrahim Perşen
dey.
Post-doktora

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 A 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.

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Öğr.Görv. Oya ÖNÜL



TÜRKİYE GİBİDİR

[Handwritten signature]

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 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 Memorandum of Understanding will come into effect on the date of signing and will remain in effect for a period of **five (5)** years with the understanding that either party may terminate this Memorandum of Understanding with twelve (12) months notice unless an earlier termination is mutually agreed upon.
2. This Memorandum of Understanding may be extended for a further period as may be agreed in writing by the Parties.

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97

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 +609- 549 2698 for **Universiti Malaysia Pahang, Malaysia (UMP)** or +90 370 433 66 97 for **Karabuk University** 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:

**Universiti Malaysia Pahang
Lebuhraya Tun Razak
26300 Gambang
Kuantan
Pahang Darul Makmur
Malaysia**

**Tel no : 609-549 2631
Fax no: 609-549 2698**

To:

**Karabuk University
Balıklarkayasi Mevkii
Rektörlük C Blok 3. Kat
100. Yıl 78020 Karabük/Türkiye**

**Tel: +90 370 433 66 87 ext:2249
Fax: +90 370 433 66 97
Mail: oyaonalan@karabuk.edu.tr**

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Öğr. Görv. Oya ÖNALAN



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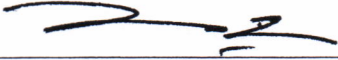
The foregoing record represents the understandings reached between the **UNIVERSITI MALAYSIA PAHANG** and the **KARABUK UNIVERSITY** upon the matters referred to therein.

IN WITNESS WHEREOF the Parties hereto have set their hands the day and year first above written.

SIGNED by

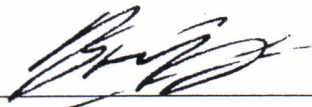
For and on behalf of

UNIVERSITI MALAYSIA PAHANG



**PROF. DATO' DR. DAING NASIR
IBRAHIM
VICE CHANCELLOR**

In the presence of

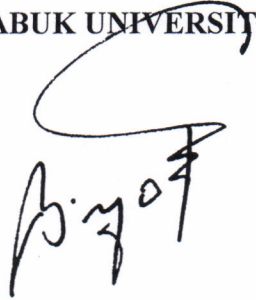


**PROF. DATO' IR. DR.
BADHRULHISHAM BIN ABDUL
AZIZ
DEPUTY VICE CHANCELLOR
(ACADEMIC & INTERNATIONAL)**

SIGNED by

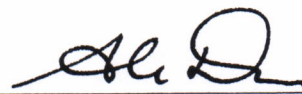
For and on behalf of

KARABUK UNIVERSITY



**PROF. DR. BURHANETTIN UYSAL
RECTOR**

In the presence of



ULUSLARARASI İLİŞKİLER
KOORDİNATÖRÜ
Öğr. Görv. Oya ÖNALAN



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ANNEXURE A

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, 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.

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KOORDİNATÖRÜ
Öğr.Görv. Oya ÖNALAN

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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.

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



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.

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KOORDİNATÖRÜ
Öğr.Görv. Oya ÖNALAN

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A handwritten signature in blue ink, appearing to be 'Oya ÖNALAN', located to the right of the circular stamp.

IN WITNESS WHEREOF the Parties hereto have set their hands the day and year first above written.

SIGNED by

For and on behalf of

UNIVERSITI MALAYSIA PAHANG



**PROF. DATO' DR. DAING NASIR
IBRAHIM
VICE CHANCELLOR**

In the presence of

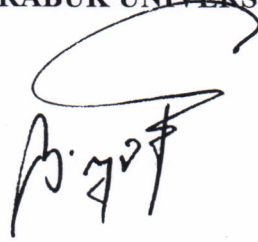


**PROF. DATO' IR. DR.
BADHRULHISHAM BIN ABDUL
AZIZ
DEPUTY VICE CHANCELLOR
(ACADEMIC & INTERNATIONAL)**

SIGNED by

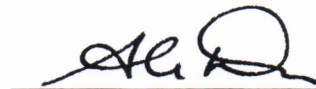
For and on behalf of

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RECTOR**

In the presence of



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