



# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**UNIVERSITI MALAYSIA PAHANG**

**AND**

**KARABUK UNIVERSITY**

This Memorandum of Understanding is made on this ..... of 2022.

**Between**

**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 Canseleri Tun Abdul Razak, 26600 Pekan, Pahang Darul Makmur, Malaysia and shall include its lawful representatives and permitted assigns;

**And**

**KARABUK UNIVERSITY** (hereinafter referred to as “**UNIKA**”), whose address is at Kılavuzlar District 413. Street Nu: 7 Merkez Karabük, Türkiye and shall include its lawful representatives and permitted assigns;

UMP and UNIKA may be 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 complement its educational excellence. **UMP** has entered into various collaborative arrangements with other parties to enhance its academic and research activities.
- B.** **UNIKA** is a non-profit public university in Türkiye aiming to be an international university in the world. It was founded in 2007 as one of the new 17 new universities of Türkiye. The structure of UNIKA contains 16 faculties, 4 vocational schools, 3 schools, and an institute of graduate education.
- 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.

**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 Publication
  - (b) An academic collaboration through:
    - (i) Participation in seminars and academic meeting
    - (ii) Exchange of academic materials and relevant information
    - (iii) Student Exchange for:-
      - Industrial Attachment
      - Credit Transfer
      - Cultural Exchange
    - (iv) Staff Exchange
      - Academic
      - Administration
      - Sabbatical
      - Industrial Advisory; and
  - (c) Special short-term academic program for undergraduates studies,
  - (d) Dual degree for undergraduates and post graduate degree; and
  - (e) 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, 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.

**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 except for Article VII (Protection of Intellectual Property Rights), VIII (Confidentiality), IX (Suspension) and X (Settlement of Dispute) which are legally binding.

**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 six (6) 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.

**ARTICLE VII**  
**PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

1. The protection of intellectual property rights (any invention, copyright, trade secret, or any other form of intellectual property) 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.

**ARTICLE VIII**  
**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 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 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 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 Understanding.

#### **ARTICLE IX 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 X 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 XI REVISION, MODIFICATION AND AMENDMENT**

1. Any revision, modification or amendment to this Memorandum of Understanding agreed to by the Parties shall be reduced into writing and signed by the Parties and shall form part of this Memorandum of Understanding.
2. Such revision, modification or amendment shall come into force on such date as may be determined by the Parties.
3. Any revision, modification and amendment shall not prejudice the rights and obligations arising from or based on this Memorandum of Understanding before or up to the date of such revision, modification or amendment.

**ARTICLE XII**  
**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 **cir@ump.edu.my for Universiti Malaysia Pahang, Malaysia (UMP)** or **iletisim@karabuk.edu.tr 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  
                          Canseleri Tun Abdul Razak  
                          26600 Pekan  
                          Pahang Darul Makmur  
                          Malaysia  
                          Tel No: +609- 431 5032

To:                   Karabuk University  
                          Kılavuzlar District  
                          413. Street Nu: 7  
                          Merkez Karabük  
                          Phone: 444 0 478  
                          Fax: 0 (370) 418 78 80

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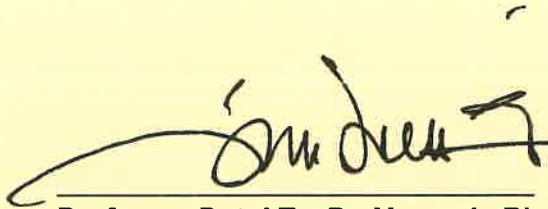


The foregoing record represents the understandings reached between the **UNIVERSITI MALAYSIA PAHANG** and **KARABUK UNIVERSITY** upon the matters referred to therein.

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

SIGNED by **15 JUN 2022**  
for and on behalf of  
**UNIVERSITI MALAYSIA PAHANG**

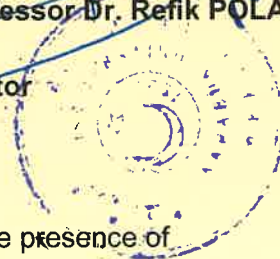
SIGNED by **15 JUN 2022**  
for and on behalf of  
**KARABUK UNIVERSITY**



**Professor Dato' Ts. Dr. Yusserie Bin Zainuddin**  
**Vice Chancellor**



**Professor Dr. Refik POLAT**  
**Rector**



in the presence of



Name: **Prof Mohd Rosliffaini**  
Designation: **OVC (A & A)**

in the presence of



Name: **Prof. Dr. Izzet AGAR**  
Designation: **Vice Rector**