



**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**UNIVERSITI MALAYSIA PERLIS  
PERLIS, MALAYSIA**

**AND**

**KARABUK UNIVERSITY  
TURKEY**

## MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter referred to as MoU) is made on this \_\_\_\_\_ day of \_\_\_\_\_ 2018

BETWEEN

**UNIVERSITI MALAYSIA PERLIS** an institution of higher learning (hereinafter referred to as “UniMAP”) established and incorporated in Malaysia under the Universities and University Colleges Act 1971 [P.U.(A) 23/2007] and having its registered office at 1,2,9,10 and 11<sup>th</sup> Floor, Bangunan KWSP, Jalan Bukit Lagi, 01000 Kangar, Perlis and shall include its lawful representatives and permitted assigns;

AND

**KARABUK UNIVERSITY** (hereinafter referred to as “KBU”), a university established under the laws of Higher Education Act 2005 whose address is at DEMIR ÇELİK CAMPUS KARABUK BALIKLARKAYASI MEVKII 78050 KARABÜK, TURKEY and shall include its lawful representatives and permitted assigns;

UniMAP and KBU hereinafter shall be referred to singularly as “the Party” and collectively as “the Parties”.

**WHEREAS**

- A. UniMAP is an established University which strives to enhance and strengthen its research capabilities and has taken various initiatives to complement its educational excellence and has entered into various collaborative arrangements with other parties to enhance research collaboration.
- B. KBU is a comprehensive university which welcomes joint collaboration in all directions with the vision of achieving research/education excellence and fulfil the social responsibility of a 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 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 endeavor 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, endeavour would act as a stimulus for a wide range of collaborative activities including but not restricted to:
  - 1.1 Exchange of documentation, faculty, staff and/or students
  - 1.2 Development of collaborative research projects.
  - 1.3 Working to sign twinning agreements between scientific departments or centers with similar specialties in the universities and educational institutions of both institutions.
  - 1.4 Organization of joint academic and scientific activities.
  - 1.5 Exchange of publications, reports and other academic materials of common interests.
  - 1.6 Other activities and programmes in areas of mutual interest, benefiting both Parties.
  
2. For the purpose of implementing the co-operation in respect of any area 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 and/or any third parties, wherever applicable, PROVIDED ALWAYS the decision whether to initiate and/or implement any programme or activity shall be at the sole discretion of each Party.

### **ARTICLE 3 : FINANCIAL ARRANGEMENTS**

This MOU will not give rise to any financial obligation by one Party to the other. Each party will bear its own cost and expenses in relation to this MOU.

### **ARTICLE 4 : 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 5 : 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 6 : ENTRY INTO EFFECT AND DURATION**

1. This MOU will come into effect on the date of signing and will remain in effect for a period of **FIVE (5) years**.
2. This MOU may be extended for a further period as may be agreed in writing by the Parties.

3. This MOU may be terminated by either Party giving written notice to the other at least **THREE (3)** months prior to the proposed date of termination.

#### **ARTICLE 7 : 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 of **UNIVERSITI MALAYSIA PERLIS** or **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

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|---------|---|--|
| To      | : | <b>UNIVERSITI MALAYSIA PERLIS</b>  |
| Attn to | : | Dr. Salsuwanda Selamat<br>Director   |
| Address | : | Centre for International Affairs<br>Universiti Malaysia Perlis (UniMAP),<br>Student Centre, School of Mechatronic Engineering,<br>Pauh Putra Campus, 02600 Arau, Perlis, MALAYSIA. |
| Tel No. | : | +604 988 5340  |
| Fax No. | : | +604 988 5339  |
| E-mail  | : | <a href="mailto:ciastaff@unimap.edu.my">ciastaff@unimap.edu.my</a>   |
| To      | : | <b>KARABUK UNIVERSITY</b>  |
| Attn to | : | Dr. Kerim TANIŞ  |
| Address | : | Demir Çelik Campus Karabuk<br>Balıklarkayası Mevkii 78050 KARABÜK  |
| Tel No  | : | +90 370 433 82 00  |
| Fax No  | : | +90 370 433 82 02  |
| E-mail  | : | <a href="mailto:kerimtanis@karabuk.edu.tr">kerimtanis@karabuk.edu.tr</a>   |

## **ARTICLE 8 : PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

1. All right, title and interest in copyright and other intellectual property rights and all other materials supplied by one party to the other shall, together with any improvements or modifications at all times remain vested with the supplying party or original owner.
2. Neither party may gain any right or interest in the other party's name and logo or the goodwill associated with them, and neither party may give permission to any third party to use the other party's name and logo.

## **ARTICLE 9 : 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 MOU shall be settled amicably through mutual consultation and/or negotiations between the Parties, without reference to any third party or international tribunal.

## **ARTICLE 10 : CONFIDENTIALITY**

1. Each Party shall undertake to observe the confidentiality and secrecy of document, information and other data received from or supplied to, the other Party during the period of the implementation of this MOU or any other agreements made pursuant to this MOU.
2. For purpose 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 MOU, 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 MOU.

#### **ARTICLE 11: SUSPENSION**

Each Party reserves the right for reasons of national security, national interest, public order health to suspend temporarily, either in whole or in part, the implementation of this MOU which suspension shall take effect immediately after notification has been given to the other Party through diplomatic channels.

#### **ARTICLE 12 : VARIATION**

The terms stipulated in this MOU shall not be amended, altered, changed or otherwise modified without the mutual consent of the Parties and such amendments, alterations, changes and modifications shall be made in writing and signed by the Parties hereto.

**IN WITNESS WHEREOF**, the undersigned being duly authorized thereto, have signed this Memorandum of Understanding in duplicate at **UNIVERSITI MALAYSIA PERLIS** on this ..... day of ..... in the year 2018 in **TWO (2)** original texts,

**25 SEP 2018**

Signed by  
For and on behalf of  
**UNIVERSITI MALAYSIA PERLIS**  
**DATO' PROF. DR. ZUL AZHAR ZAHID JAMAL**  
Vice Chancellor

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In the presence of

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Signed by  
For and on behalf of  
**KARABUK UNIVERSITY**  
**PROF. DR. REFIK POLAT**  
Rector

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In the presence of

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