

MEMORANDUM OF UNDERSTANDING

between



UNIVERSITI KEBANGSAAN MALAYSIA

and



**UNIVERSITY OF ISFAHAN,
IRAN**

**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNIVERSITI KEBANGSAAN MALAYSIA
AND
UNIVERSITY OF ISFAHAN, IRAN**

THIS MEMORANDUM OF UNDERSTANDING is made on this 7th day of October 2023

Between

UNIVERSITI KEBANGSAAN MALAYSIA (hereinafter referred to as “**UKM**”), an institution of higher learning established under the Universities and University Colleges [Act 1971] whose address is at 43600 UKM Bangi, Selangor Darul Ehsan, MALAYSIA and shall include its lawful representatives and permitted assigns;

And

UNIVERSITY OF ISFAHAN (hereinafter referred to as “**UI**”), an institution of higher education whose address is at Hezar Jarib St., Isfahan, 81746-73441, IRAN and shall include its lawful representatives and permitted assigns.

UKM and **UI** shall hereinafter be referred to singularly as “the Party” and collectively as “the Parties”.

WHEREAS:

- A. **UKM** is one of five research universities in Malaysia which strives to enhance and strengthen its academic and research excellence. In taking various initiatives to enhance its academic and research capabilities, **UKM** has entered into various collaborative arrangements with other parties in its efforts to enhance its research content and strengthen its industrial networking. **UKM**, for the purpose of this Memorandum of Understanding, is being represented by its Institute of Malaysian and International Studies.
- B. **UI** is one of the oldest Iranian institutions of higher education, which was established in 1946. **UI** counts 17000 students, 56 scientific associations, 6 centers of excellence, 10 research institutes and research centers, 35 active research groups, more than 200 training and research laboratories in addition to the central laboratory, 40 technology and knowledge-based units, 9 libraries and reading rooms in addition to the central library, more than 1000 published articles and books nationally and internationally, and more than 250 memorandums of understanding and agreements on scientific and educational cooperation with international organizations, foreign universities and research centers in Europe, Asia, North and South America, and Africa. **UI** seeks to develop cooperation with representatives of scientific and academic communities, universities, and public and private organizations around the world.

- 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 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 international academic and research cooperation between the Parties on the basis of equality and mutual benefit.

**ARTICLE 2
AREAS OF CO-OPERATION**

- 2.1 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, but not limited to:
- (a) Water research: Water geopolitics and Water security; Ecosystems, Climate change, Water management, Waste water management, Recycling of water and Hydro systems engineering; Water resource management, Latitude and altitude, Cryosphere; Public health, Water quality, Water pollution, Sources of water contaminants, Infectious diseases, Toxic chemicals, Pesticides and risk assessment, Water treatment methods, Water sanitation.
 - (b) Other areas as the parties may mutually determine with priority of Chemistry; Geology; Biomedical Engineering; and Persian and Malay Languages.
- 2.2 The parties intend to support this cooperation through a variety of activities, such as the following:
- (a) exchange of researchers and lecturers;
 - (b) joint research projects;
 - (c) organise joint seminars, workshops and conferences;
 - (d) credit study opportunities;
 - (e) publication collaboration;
 - (f) exchange of students;
 - (g) industry collaboration;
 - (h) training and development; and
 - (i) any other areas of co-operation to be mutually agreed upon by the Parties.

- 2.3 For the purpose of implementing the co-operation in respect of any activities stated in sub-Article 2.1, the Parties will enter into a legally binding agreement subject to the terms and conditions as mutually agreed upon by the Parties including clauses on “confidentiality”, “suspension”, “protection of intellectual property rights” and “settlement of disputes” as contained in this Memorandum of Understanding.

ARTICLE 3 FINANCIAL ARRANGEMENT

- 3.1 This Memorandum of Understanding will not give rise to any financial obligation by one Party to the other and each Party will bear its own costs and expenses in relation to the academic activities under this Memorandum of Understanding.
- 3.2 Notwithstanding the provision of sub-Article 3.1, the Parties agree to discuss and further negotiate before implementing any specific academic or research program(s) on a specific budget.

ARTICLE 4 PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 4.1 The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules, regulations, policies and procedures of the Parties and with other international agreements signed by both Parties.
- 4.2 The use of the name, logo and/or official emblem of **UKM** or **UI** as the case may be, on any publication, document and/or paper is prohibited without the prior written approval of the other Party.
- 4.3 Notwithstanding the provision of sub-article 4.1 above, the intellectual property rights in respect of any technological development, products and services development, developed –
- i. jointly by the Parties, or any 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;
 - ii. solely and separately by **UKM** or **UI**, or any research results obtained through the sole and separate effort of **UKM** or **UI**, as the case may be, shall be solely owned by the Party concerned; and
 - iii. by students in the course of exchanges, collaborative or research activities shall be dealt in accordance with the rules and regulations of the Parties.
- 4.4 The Parties shall acknowledge one another in any form of writing, publication or presentation based on, or derived from, the collaborative research between the Parties.

**ARTICLE 5
CONFIDENTIALITY**

- 5.1 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 implementation of this Memorandum of Understanding or any agreements made pursuant to this Memorandum of Understanding.
- 5.2 For purposes of the provision of sub-Article 5.1 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.
- 5.3 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 6
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 7
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 agent of the other.

**ARTICLE 8
DURATION AND TERMINATION**

- 8.1 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.

- 8.2 This Memorandum of Understanding may be extended for a period as may be agreed in writing by the Parties.
- 8.3 Notwithstanding anything in this Article, either Party may terminate this Memorandum of Understanding by notifying the other Party of its intention to terminate this Memorandum of Understanding by a notice in writing, at least six (6) months prior to its termination date. Termination shall be without penalty.
- 8.4 Such notice of termination does not affect any programmes, activities and/or individual students who have already commenced or been accepted by either Party.

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 written notification has been given to the other Party.

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 provision of this Memorandum of Understanding shall be settled amicably through mutual consultation and/or negotiations between the Parties without reference to any third party.

ARTICLE 11 NOTICES

Any communications 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 Universiti Kebangsaan Malaysia or University of Isfahan 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 UKM:

Director
Institute of Malaysian and International Studies (IKMAS)
Universiti Kebangsaan Malaysia
43600 UKM Bangi

Selangor Darul Ehsan
MALAYSIA

Telephone : +603 - 8921 5839
Facsimile : +603 – 8926 1022
E-mail : pghikmas@ukm.edu.my

To UI:

Director
International Scientific Cooperation Office
University of Isfahan
Hezar Jarib St.,
Isfahan, 81746-73441
IRAN

Telephone : +98 31 3793 2040
Facsimile : +98 31 3668 2910
E-mail : director.isco@ui.ac.ir; int-office@ui.ac.ir

ARTICLE 12 REVISION, MODIFICATION AND AMENDMENT

- 12.1 Either Party may request in writing a revision, modification or amendment of all or any part of this Memorandum of Understanding.
- 12.2 Any revision, modification or amendment agreed to by the Parties shall be in writing and shall form part of this Memorandum of Understanding.
- 12.3 Such revision, modification or amendment shall come into force on such date as may be determined by the Parties by mutual agreement.
- 12.4 Any revision, modification or 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 13 FORCE MAJEURE

No Party hereto shall be held responsible or liable or be deemed to be in default or in breach of this Memorandum of Understanding for its delay, failure or inability to meet any of its obligations under this Memorandum of Understanding (other than any obligation to pay money as mutually agreed in writing) caused by or arising from any cause which is unavoidable or beyond the reasonable control of such party, including war, warlike

operations, riot, insurrection, orders of government, strikes, lockouts, public health emergencies, quarantines, disturbances or any act of God or other cause which frustrates the performance of this Memorandum of Understanding.

**ARTICLE 14
GENERAL**

- 14.1 Any provisions of this Memorandum of Understanding which are held to be illegal or otherwise in conflict with any laws, statutes or regulations shall be deemed to be severed from the remainder of the Memorandum of Understanding and the validity of the remaining provisions shall not be affected.
- 14.2 Neither Party will make false or misleading representations or statements in relation to this Memorandum of Understanding.
- 14.3 Neither Party to this Memorandum of Understanding shall assign or purport to assign any right under this Memorandum of Understanding without prior written approval of the other Party.
- 14.4 Both Parties subscribe to the policy of equal opportunity and will not discriminate based on gender, age, disability, race, colour, religion, marital status, veteran's status, national or ethnic origin or sexual orientation.
- 14.5 The Parties hereby confirm their express agreement that this Memorandum of Understanding and all documents directly or indirectly related thereto be drawn up in English.
- 14.6 Each of the Parties hereto confirms its intention to promote the best interests of the Parties hereto and to consult fully on all matters materially affecting the areas of co-operation. Each of the Parties hereto shall act in good faith towards the other Party in order to promote the success of the contemplated co-operation.

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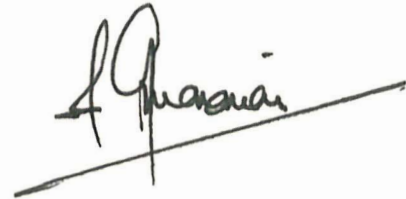
The foregoing record represents the understandings reached between **UNIVERSITI KEBANGSAAN MALAYSIA** and **UNIVERSITY OF ISFAHAN** upon the matters referred to herein.

IN WITNESS WHEREOF, the undersigned being duly authorized thereto, have signed this Memorandum of Understanding on the day and year first above written in two (2) original texts.

Signed for and on behalf of
UNIVERSITI KEBANGSAAN MALAYSIA:

PROF. DATO' GS. TS. DR.
MOHD. EKHWAN HJ. TORIMAN
Vice-Chancellor
Universiti Kebangsaan Malaysia

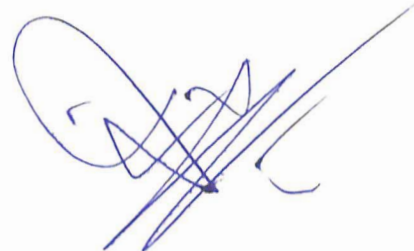
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Signed for and on behalf of
UNIVERSITY OF ISFAHAN, IRAN:

PROF. HOSSEIN HARSIJ
President
University of Isfahan

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07.10.2023