

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**UNIVERSITI MALAYSIA PAHANG**

**AND**

**YILDIZ TECHNICAL UNIVERSITY**

This Memorandum of Understanding is made on the 9<sup>th</sup> of June 2014.

**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 **Lebuhraya Tun Razak, 26300 Gambang, Kuantan, Pahang Darul Makmur, Malaysia** and shall include its lawful representatives and permitted assigns, as one part;

**AND**

**YILDIZ TECHNICAL UNIVERSITY** (hereinafter referred to as “YTU”), whose address is at **Yıldız Campus, 34349 Barbaros Bulvarı, Beşiktaş, İstanbul-Turkey** and shall include its lawful representatives and permitted assigns; of the other part.

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. **YTU** is one of the leading government institutions situated in three campuses in İstanbul. It is the 4rd oldest university in Turkey with its history dating back to 1911. **YTU** is regarded as one of the best universities in the country as

well. The success and reputation of YTU lies in a unique blend of entrepreneur spirit and commitment to absolute academic excellence. The university's mission is to promote development and cooperation at the national and international level by providing outstanding professional knowledge and skills in the educational fields.

- C. Today, YTU has 10 Faculties most of which are related to engineering, 2 Graduate Schools, 2 Vocational Schools, a School of Foreign Languages and more than 35,000 students.
- D. 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.

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## 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.



**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.

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## 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 **six (6)** months before the expiration of this Memorandum of Outstanding.

## 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 –

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- (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.

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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.

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## ARTICLE XI

### 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 **io@ump.edu.my** or facsimile number of **+609- 549 2698 for Universiti Malaysia Pahang, Malaysia (UMP)** or to the address or sent to the electronic mail address **intoffice@yildiz.edu.tr** or facsimile number of **+90 212 236 41 79 for Yıldız Technical University, Turkey (YTU)** 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:**

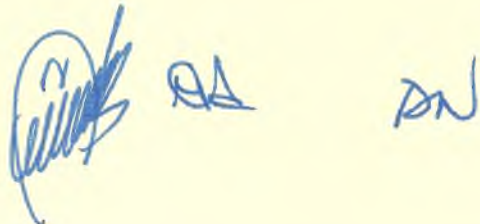
**Universiti Malaysia Pahang  
Lebuhraya Tun Razak  
26300 Gambang  
Kuantan  
Pahang Darul Makmur  
Malaysia**

**Tel no : 609-549 2613  
Fax no: 609-549 2698**

**To:**

**Yıldız Technical University  
Yıldız Campus, 34349  
Barbaros Bulvarı, Beşiktaş  
İstanbul, Turkey**

**Tel No: +90 212 383 32 08  
Fax No:+90 212 236 41 79**

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The foregoing record represents the understandings reached between the **UNIVERSITI MALAYSIA PAHANG** and the **YILDIZ TECHNICAL 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,**  
**MALAYSIA.**

SIGNED by  
for and on behalf of  
**YILDIZ TECHNICAL UNIVERSITY,**  
**TURKEY.**



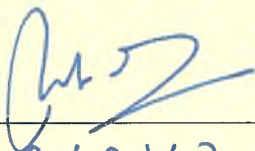
\_\_\_\_\_  
**Professor Dato' Dr. Daing Mohd Nasir**  
**Bin Daing Ibrahim**  
**Vice Chancellor**



\_\_\_\_\_  
**Prof. Dr. İsmail Yüksek**  
**Rector**

in the presence of

in the presence of



\_\_\_\_\_  
**Name : Prof Dato' Dr Morteza**  
**Designation : Mohamed**  
**Deputy Vice Chancellor**



\_\_\_\_\_  
**Name : Prof Dr Yusuf AYKAR**  
**Designation : Vice Rector**