



This Memorandum of Understanding (hereinafter referred to as “MoU”) is made on this 13 day of September 2019.

BETWEEN

UNIVERSITI MALAYSIA SARAWAK (hereinafter referred to as “UNIMAS”), an institution of higher learning established under the Universities and University Colleges Act 1971 whose address is at 94300, Kota Samarahan, Sarawak, Malaysia and shall include its lawful representatives and permitted assigns, of the first part;

AND

BOLU ABANT İZZET BAYSAL ÜNİVERSİTESİ (hereinafter referred to as “BAIBU”) whose address is at BAİBÜ Rektörlük Gölköy Kampusu 14030 Bolu, 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. UNIMAS is an established University which strives to enhance and strengthen its research capabilities and has taken various initiatives to complement its educational excellence. UNIMAS has entered into various collaborative arrangements with other parties to enhance research and academia;



- B. BAIBU is an established University which is dedicated to enhance and strengthen the international cooperation, joint research and training activities, projects and mobilities.
- C. The Parties are desirous of entering into this MoU to declare their respective intentions and to establish a basis of co-operation and collaboration between the Parties upon the terms as contained herein.

NOW THEREFORE the Parties hereby have reached an understanding as follows: -

CLAUSE 1

GENERAL AREAS OF CO-OPERATION

Assistance shall be carried out, subject to availability of funds of UNIMAS and BAIBU through such activities or programmes which include but not limited to:

- a) Students exchange;
- b) Academic staff exchange;
- c) Collaborative Research Projects;
- d) Internship programme/ practical training/ placement/ recruitment;
- d) Joint consultancies; and
- e) Any other areas of co-operation to be mutually agreed upon by the Parties from time to time.



- 1.1 The terms of such mutual assistance and the resources required for each programme and activity that is implemented under the terms of this MoU shall be mutually discussed and agreed upon in writing by both Parties prior to the initiation of the particular programme or activity. Such programmes and activities shall be negotiated on a periodical basis.
- 1.2 The implementation of specific proposals will need to be negotiated on a case by case basis and be dependent upon the availability of resources.

CLAUSE 2

SCHEDULES

- 2.1 All schedules, if any, referred to herein shall form part of this understanding and shall be taken, read, construed as an essential part of this understanding.

CLAUSE 3

DURATION OF MoU

- 3.1 This MoU will come into effect on the date of signing and will remain in effect for a period of **five (5)** years or until terminate by either party with **three (3)** months written notice.
- 3.2 This MoU may be extended for a further period as may be agreed in writing by the Parties by issuance to the other Party of a written notice signifying its intention to renew or further the period not less than **three (3)** months prior to the Expiry Date.



CLAUSE 4

FINANCIAL ARRANGEMENTS

- 4.1 This MoU shall not give rise to any financial obligation by one Party to the other.
- 4.2 Each party shall bear its own cost and expenses in the implementation of this MoU.

CLAUSE 5

CONFIDENTIALITY

- 5.1 The Parties undertake to observe confidentiality towards other Parties not concerned or connected with this MoU. Any confidential information disclosed to either Party pursuant to this MoU shall not without prior written consent of the other Party be disclosed to a third party or be used for any purpose not expressly permitted in writing by the other Party.
- 5.2 The confidentiality provisions apply to all Confidential Information exchanged in preliminary discussion and during negotiations relating to matters within the scope of this MoU. Both Parties agree to develop procedures for the disclosure and protection of their Confidential Information.



CLAUSE 6

SETTLEMENT OF DISPUTES

- 6.1 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 through diplomatic channels, without references to any third party or international tribunal.

CLAUSE 7

NON - CONTRACTUAL NATURE OF RELATIONSHIP

- 7.1 Save for Clause 3, the Parties agree that this MoU represents the mutual understanding of the Parties and is not intended nor shall be deemed to be a contract and shall not give rise to any rights and liabilities under a contract.
- 7.2 Nothing contained herein shall be construed so as to constitute a joint venture partnership or formal business organisation of any kind between the Parties or so to constitute either Party as the agent of the other.
- 7.3 The Parties acknowledge that this MoU does not in any way give rise to any right or permission to use or to be associated with each Party's intellectual property.



CLAUSE 8

NOTICES

8.1 Every notice, request or any other communication required or permitted to be given pursuant to this MoU shall be in writing and delivered personally or sent by registered or certified post or via air mail or via courier or facsimile or by e-mail (which shall be acknowledged by the other Party) to the Parties at their address and facsimile number as stated below:

To : **UNIVERSITI MALAYSIA SARAWAK**
Address : 94300 Kota Samarahan, Sarawak, Malaysia
Attn to : Azlan Bin Ramli
Director, UNIMAS Global
Tel no. : +6 082 581058
Fax no. : +6 082 655088
E-mail : razlan@unimas.my

To : **BOLU ABANT İZZET BAYSAL
ÜNİVERSİTESİ**
Address : GÖLKÖY KAMPUSU 14030 BOLU, TURKEY
Attn to : Prof. Dr. Aydın Him
Vice Rector for International Relations
Tel no. : +90 374 2541000 ext.1092
Fax no. : +90 374 2534677
E-mail : intoffice@ibu.edu.tr



CLAUSE 9

REVISION, VARIATION AND AMENDMENT

- 9.1 Either Party may request in writing a revision, variation or amendment of this MoU.
- 9.2 Any such revision, variation or amendment agreed to by the Parties shall be in writing and shall form part of this MoU.
- 9.3 Such revision, variation or amendment shall come into force on such date as may be determined by the Parties.
- 9.4 Any revision, variation or amendment shall not prejudice the implementation of any project, activity or co-operation arising from or based on this MoU before or up to the date of such revision, variation or amendment.

CLAUSE 10

SUPERVENING EVENTS

- 10.1 Each Party reserves the right for reasons of national security, national interests, public order or public 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.
- 10.2 Notwithstanding sub-clause 7.1, should any other event occur which hinders or restricts the implementation of this MoU, the Parties shall



use their best endeavour to agree upon such action, as may be necessary and equitable, to remove the cause of such event.

********(End of MoU)********

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IN WITNESS WHEREOF, the undersigned, being duly authorised by their respective organisations, sign this MoU on the date as above-written.

