#### MEMORANDUM OF UNDERSTANDING

#### BETWEEN

## UNIVERSITI TEKNOLOGI MARA

AND

ÇANAKKALE ONSEKİZ MART ÜNİVERSİTESİ

ON FRIENDSHIP AND COOPERATION, PROMOTION OF MUTUAL UNDERSTANDING, ACADEMIC, CULTURAL AND SCIENTIFIC THOUGHT AND PERSONNEL EXCHANGE

# This Memorandum of Understanding is executed

#### BETWEEN

UNIVERSITI TEKNOLOGI MARA (hereinafter referred to as "UiTM"), an institution of higher learning established under the Universiti Teknologi MARA Act 1976 whose address is at Chancellery, UniversitiTeknologi MARA, 40450 Shah Alam, Selangor Malaysia and shall include its lawful representatives and permitted assigns;

#### AND

ÇANAKKALE ONSEKIZ MART ÜNIVERSITESI, CANAKKALE, TURKEY (hereinafter referred to as "ÇOMÜ"), an institution of higher learning established in 1992 under the Ministry of National Education Turkey whose address is at İzmir Yolu Terzioğlu Kampüsü, Terzioğlu Yerleşkesi, 17100 Çanakkale Merkez/Çanakkale, Turkey and shall include its lawful representatives and permitted assigns; (hereinafter referred to singularly as "the Party" and collectively as "the Parties")

#### **WHEREAS**

- A. UiTM is an established university with a track record of educational excellence and research and with a dynamic programme of collaborative arrangements with many international counterparts. The UiTM system is the largest university system in Malaysia. UiTM aspires to be world class in all its endeavours and forges ahead in a direction that is in tandem with the latest developments in the world.
- B. ÇOMÜ is an established university which strives to strengthen its research and educational abilities, and has entered into various collaborations arrangements with other to enhance its academic links and cooperation.
- C. The Parties are desirous of entering this Memorandum of Understanding to declare their respective intentions and to establish a basis of cooperation and collaboration between the Parties upon the terms as contained herein.

#### NOW THIS MOU WITNESSES 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, shall endeavour to strengthen, promote and develop academic, cultural and research co-operation between the Parties based on equality and mutual benefit.

## **ARTICLE 2: AREAS OF COOPERATION**

- 2.1 Both parties agree to encourage the following activities to promote international academic cooperation in the following areas:
  - a) institutional exchanges between faculty and staff from each partner institution;
  - acceptance of undergraduate and graduate students of each partner institution for periods of study and/or research;
  - c) organization of symposia, conferences, short courses and meetings on research issues:
  - d) exchange of information pertaining to developments in teaching, student development and research institutions;
  - e) mutually promote information and activities of partner universities within the MoU on their respective websites; and
  - f) cooperation in any other areas as agreed to by the Parties from time to time.
- 2.2 For the purpose of implementing the co-operation in respect of any areas stated in paragraph 2.1 the Parties shall enter into legally binding agreements 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 disputes".

# **ARTICLE 3: FINANCIAL ARRANGEMENTS**

- 3.1 This Memorandum of Understanding shall not give rise to any financial obligation by one Party to the other.
- 3.2 Each Party shall bear its own cost and expenses in the implementation of this Memorandum of Understanding.

# ARTICLE 4: EFFECT OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding serves only as a record of the Parties' intentions and does not constitute or create, any legally binding or enforceable obligations, express or implied, under domestic or international law.

# **ARTICLE 5: NO AGENCY**

Nothing contained herein is to be construed 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.

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

- 6.1 This Memorandum of Understanding shall become effective as of the date of signatures of both parties, and if the dates vary, then the date of the later signature.
- 6.2 This Memorandum of Understanding shall remain in effect for a period of THREE (3) years.
- 6.3 This Memorandum of Understanding may be extended for such further period as may be agreed upon in writing by both parties.

## **ARTICLE 7: TERMINATION**

This Memorandum of Understanding may be terminated by either party with a minimum of THIRTY (30) days written notice. Activities in progress at the time of termination of this Memorandum of Understanding shall be permitted to conclude as planned unless otherwise agreed.

# **ARTICLE 8: NOTICES**

Any communication under this Memorandum of Understanding shall 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 Teknologi MARA or Çanakkale Onsekiz Mart Üniversitesi, Canakkale, Turkey 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 other Party 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 Teknologi MARA

Address

:Universiti Teknologi MARA (UiTM) Cawangan Pulau Pinang,

Kampus Permatang Pauh, Jalan Permatang Pauh, 13500

Permatang Pauh, Pulau Pinang

Attention

:Dr. Anderson Ngelambong (Chairperson)

Dr. Zaharah Mohamed Rani

Email

:anderson@uitm.edu.my

Tel.

: +6017-287-5731

Fax: +6043823681

To

: Çanakkale Onsekiz Mart Üniversitesi

Address

: International Cooperation Unit International Relations Office

Building of Faculty of Political Sciences, Ground Floor

Terzioglu Campus 17020 Canakkale/ Turkey

Attention

: Hasan Hakan BAŞARAN (International Cooperation Unit)

E-mail

: cooperation@comu.edu.tr

Tel.

: +90 286 218 0018 Ext:4089

Fax: +90 286 218 19 49

	signed in duplicate at	
	of in the year 2020	
	Signed By For and on behalf of UNIVERSITI TEKNOLOGI MARA 40450 SHAH ALAM, SELANGOR MALAYSIA	Signed By For and on behalf of ÇANAKKALE ONSEKIZ MART ÜNIVERSITESI, CANAKKALE, TURKEY
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	PROFESOR DR SALMIAH KASOLANG  PROF. DR. SALMIAH KASOLANG  UNIVERSITI TEKNOLOGI MARA CAWANGAN PULAU PINANG KAMPUS PERMATANG PAUH	PROF. DR. SEDAT MURAT Rector
	Date: Date: PULAUPINANG	Date:
	Witnessed by:	Witnessed by:
	ASSOC. PROF IR. DR. AHMAD RASHIDY RAZALI DEPUTY RECTOR OF ACADEMIC AFFAIRS UNIVERSITI TEKNOLOGI MARA OAWANGAN PULALIPINANG KAMPUS PERMATANG PAUH 13500 PERMATANG PAUH PULAU PINANG MALAYSIA	
	ASSOC. PROF. IR. DR. AHMAD	ASSIST. PROF. DR. ÇIĞDEM PEKAR Head of International Relations Office
	RASHIDY BIN RAZALI Deputy Rector of Academic Affairs	Assist. Prof. Dr. Çiğdem PEKAR Coordinator of International Relations Office