

**M E M O R A N D U M
O F U N D E R S T A N D I N G**

Between



**UNIVERSITI TEKNOLOGI MALAYSIA
JOHOR BAHRU, MALAYSIA**

And



**SAMARKAND STATE UNIVERSITY,
REPUBLIC OF UZBEKISTAN**

This MEMORANDUM OF UNDERSTANDING (herein after referred to as “MoU”) is made and entered into this day of 2019

BETWEEN

UNIVERSITI TEKNOLOGI MALAYSIA, a public university established under the Universities and University Colleges Act, 1971 and for the purpose of this MoU is represented by Faculty of Science having its address at Universiti Teknologi Malaysia, 81310 UTM Johor Bahru, Johor Darul Takzim, Malaysia (hereinafter referred to as “UTM”) of the one part;

AND

SAMARKAND STATE UNIVERSITY, a public university having its address at 15, University Boulevard, Samarkand 140104, Republic of Uzbekistan (hereinafter referred to as “SamSU”) of the second part.

UTM and SamSU shall hereinafter collectively be referred to as “Parties” and individually as a/the “Party”.

WHEREAS:

- A.** UTM is an established university which strives to enhance and strengthen its academic and research activities and has taken various initiatives to complement its educational excellence. UTM has entered into various collaborative arrangements with other parties to enhance its research capabilities.
- B.** SamSU is a very established university founded in the year 1927 and one of the most prestigious university in Uzbekistan. The university is committed to the enhancement of high academic standards and high quality research activities.
- C.** The Parties hereby agree to enter 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 IT IS HEREBY UNDERSTOOD AND WITNESSETH as follows:

ARTICLE 1
SCOPE OF COOPERATION

- 1.1 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 academic and research cooperation between the Parties on the basis of equality and mutual benefit.
- 1.2 Each Party will endeavour to take necessary steps to encourage and develop academic exchange in the area of education and research and have agreed upon the following activities attached in **Appendix A** of this Memorandum of Understanding.
- 1.3 The Parties agree that the list of activities attached in **Appendix A** and the list of faculties involved under the implementation of this Memorandum of Understanding may be added from time to time with the mutual agreement of the Parties.

For the purpose of implementing the co-operation in respect of any areas stated in Article I, the parties will enter into a legally binding agreement subject to such further terms and conditions as mutually agreed upon by the Parties.

ARTICLE 2
IMPLEMENTATION AND ADMINISTRATIVE COORDINATORS

- 2.1 The Parties agree to appoint from each Party an overall Administrative Coordinator for the administration of this Memorandum of Understanding. The Coordinators will serve as the contact person on campus, being responsible of implementing the decisions and ensuring that necessary approvals are in place and overseeing the productive stay of the visiting students/experts and arrangements associated with their visits.
- 2.2 In order to enable faculty-driven planning and implementation of the activities/programs mentioned in **Appendix A**, regular meetings, mutual visits and research workshops between both Parties will be conducted.

ARTICLE 3
FINANCIAL ARRANGEMENT

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

ARTICLE 4
CONFIDENTIALITY

- 4.1 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 MoU or any other agreements made pursuant to this MoU.
- 4.2 For purposes of paragraph 4.1 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.
- 4.3 Both Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this MoU.

ARTICLE 5
PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 5.1 The protection of intellectual property rights shall be enforced in conformity with the national laws, rules and regulations of the Parties and with other international agreements signed by the government or the authorized organization in the Parties' country.
- 5.2 The use of the name, logo and/or official emblem of any of the Parties as the case may be, on any publication, document and/or paper is prohibited without the prior written approval of either Party.

- 5.3 Notwithstanding anything in sub-article 5.1 above, the intellectual property rights in respect of any technological development, products and services development, carried out –
- 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;
 - ii. solely and separately by **Universiti Teknologi Malaysia** or **SamSU**, or research results obtained through the sole and separate effort of **UTM** or **SamSU**, as the case may be, shall be solely owned by the Party concerned; and
 - iii. rights in intellectual property developed by students in the course of exchanges, collaborative or research activities shall be dealt in accordance with the rules and regulations of the Parties.
- 5.4 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 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

REVISION, MODIFICATION AND AMENDMENT

- 7.1 Either Party may request in writing a revision, modification or amendment of all or any part of this Memorandum of Understanding.
- 7.2 Any revision, modification or amendment agreed to by the Parties shall be reduced into writing and shall form part of this Memorandum of Understanding.

- 7.3 Such revision, modification or amendment shall come into force on such date as may be determined by the Parties by mutual agreement.
- 7.4 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 8

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 9

GOVERNING LAW AND DISPUTE RESOLUTION

- 9.1 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, without reference to any third party.
- 9.2 Any consultation and/or negotiation for the settlement of dispute shall be governed by the laws of the country where such dispute arises.

ARTICLE 10

DURATION AND TERMINATION

- 10.1 This Memorandum of Understanding shall come into force on the date of signing and shall remain in force for a period of three (3) years subject to review and modification as mutually agreed upon.

- 10.2 Thereafter, if the Parties hereto wish to extend the terms of this Memorandum of Understanding, they shall do so by an express covenant in writing.
- 10.3 Notwithstanding anything in this Article, either Party may terminate this Memorandum of Understanding by notifying the other Party to 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.
- 10.4 Such notice of termination does not affect any individual students who have already commenced or been accepted by either 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 TEKNOLOGI MALAYSIA or SAMARKAND STATE 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:

To UTM:

Prof. Dr. Abdull Rahim Mohd Yusoff
Dean,
Faculty of Science,
Universiti Teknologi Malaysia
Telephone: +607-5534000
Facsimile: +607-5566162
E-mail: arahimy@utm.my

To SamSU:

Prof. Akram Begmatov
Dean, Faculty of Mechanics and Mathematics
Samarkand State University
15, University Boulevard
Samarkand 140104
REPUBLIC OF UZBEKISTAN
Phone: +998 66 239 1700
Facsimile: +998 66 2391700
E-mail: akrambegmatov@mail.ru

ARTICLE 12
RELATIONSHIP OF THE PARTIES

- 12.1 The Parties record that it is not their intention that this Memorandum of Understanding creates any partnership, agency or other relationship between them under which either Party might be deemed to be responsible for the acts or omissions of the other Party and this Memorandum of Understanding should not be construed as to render the Parties liable as partners or as creating any partnership, agency or other similar relationship.
- 12.2 Notwithstanding anything in this Memorandum of Understanding, a Party shall at no time underwrite or guarantee or be in any way directly or indirectly responsible, or deemed to be responsible for all or any of the debts, liabilities or obligations incurred by the other Party from time to time.

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) 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

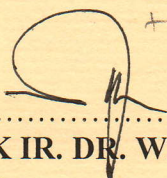
- 14.1 Any provisions of this Memorandum of Understanding which are held to be illegal or otherwise in conflict with any laws, statutes or regulations shall be deemed to be severed from the remainder of the Memorandum of Understanding and the validity of the remaining provisions shall not be affected.
- 14.2 Neither Party must make false or misleading representations or statements.
- 14.3 Neither Party to this Memorandum of Understanding shall assign or purport to assign any right under this Memorandum of Understanding without the prior written approval of the other Party.
- 14.4 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.
- 14.5 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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IN WITNESS WHEREOF, the undersigned being duly authorized thereto, have signed this Memorandum of Understanding.

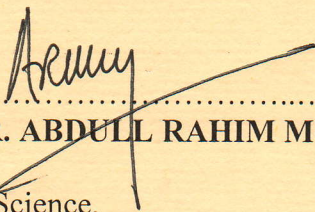
Signed on this day of in the year 2019 in TWO (2) original texts.

**SIGNED FOR AND ON BEHALF OF
UNIVERSITI TEKNOLOGI MALAYSIA:-**



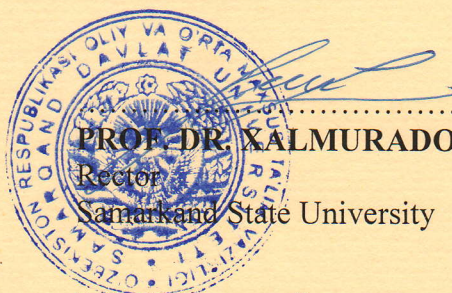
.....
PROF. DATUK IR. DR. WAHID BIN OMAR
Vice-Chancellor
Universiti Teknologi Malaysia

In the presence of:-



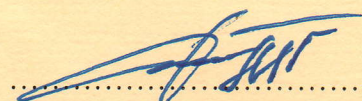
.....
PROF. DR. ABDULL RAHIM MOHD YUSOF
Dean
Faculty of Science,
Universiti Teknologi Malaysia

**SIGNED FOR AND ON BEHALF OF
SAMARKAND STATE UNIVERSITY, REPUBLIC OF UZBEKISTAN:-**



.....
PROF. DR. XALMURADOV RUSTAM IBRAGIMOVICH
Rector
Samarkand State University

In the presence of:



.....
DR. MUHTOR NASIROV
Vice-rector, International Relations
Samarkand State University

**THE LIST OF ACTIVITIES BETWEEN UNIVERSITI TEKNOLOGI MALAYSIA
AND SAMARKAND STATE UNIVERSITY, REPUBLIC OF UZBEKISTAN**

Based upon principles of international educational exchange (mutual respect and benefit, cooperation, collaboration, and understanding), Universiti Teknologi Malaysia and Samarkand State University, Republic of Uzbekistan agree to explore the following collaborative activities:

1. Joint conference;
2. Joint research and supervision (to be mutually agreed);
3. Joint publication;
4. Researcher/faculty/student attachment and exchange;
5. Summer School, Short Courses and Training; and
6. Any other areas of co-operation to be mutually agreed upon by the Parties.

Terms of co-operation

The terms of co-operation for each specific activity implemented under this Memorandum of Understanding shall be mutually discussed and agreed upon by both Parties prior to the initiation of that activity.

The lists of activities are not exhaustive and may be added from time to time with the mutual agreement of the Parties.