



# MEMORANDUM OF UNDERSTANDING BETWEEN KONYA TECHNICAL UNIVERSITY, TURKEY AND UNIVERSITI TEKNOLOGI MALAYSIA, MALAYSIA

WHEREAS, both parties hereto desire to do so in order to promote exchange and cooperation in education, research and social services as well as to foster and strengthen relationship between KTUN and UTM.

### AND WHEREAS:

- A. KTUN and UTM agree to cooperate and broaden relationship and exchanges;
- B. KTUN and UTM hereto desire to give priorities to each other in the promotion and development of cooperation in areas of mutual benefits;
- C. Both parties agree that all program activities to be carried out shall be based on mutual interest and advantages.

# IT IS NOW AGREED AND RECOGNISED the following:

# 1. GENERAL AREAS OF CO-OPERATION

- 1.1 KTUN and UTM agree that cooperation shall be carried out through such activities of programs relating to, but not limited to:
  - (a) Education and research;
  - (b) Further training of staff:
  - (c) Exchange of lecturers;
  - (d) Exchange of students;
  - (e) Exchange of scholarly materials and information; and
  - (f) Any other fields related.

- 1.2 Both universities agree that program and activity enumerated are not exclusive. The parties may agree to include such other programs and activities as may be necessary and identified later which shall be mutually discussed and agree upon in writing to the initiation of the particular program or activity.
- 1.3 KTUN and UTM, within their capacities will cooperate to promote and develop programs in technological education.
- 1.4 KTUN and UTM shall each nominate and appoint a coordinator from its staff to coordinate activities and facilitate the development of such joint activities.

# 2. SCOPE OF COLLABORATION

KTUN and UTM agree and acknowledge that collaboration may develop in the following programs, but not limited to:

- (a) Developing the curriculum and exchanging of scholarly publications subject to the approval of both parties.
- (b) Joint Research and Development (R&D) subject to approval of both parties.
- (c) Activities of exchange of staff include study tour, conducting research and/or supervision student project, staff secondment for improving and research, attending seminars, colloquiums and academic discussions.
- (d) Activities of student exchange include study tour, courses attendance and research.

### 3. FINANCIAL ARRANGEMENT

This Memorandum will not give rise to any financial obligation by one party to other. Each party bear its own cost and expenses in relation to this Memorandum.

### 4. OWNERSHIP

Ownership on whatever products of studies/research shall belong to both parties signatory of this Memorandum and no publication of the products of study of research is allowed without the consent of both parties.

# 5. DURATION AND TERMINATION

(a) This Memorandum shall enter into force at the day of signature by the signatory of each party and shall remain in force for five (5) years unless terminated by one of the parties giving three (3) months notice to the other.

- (b) This Memorandum shall be reviewed at the end of three (3) years to determine the effectiveness to continue or terminate.
- (c) Where such termination occurs, the provision of this Memorandum shall continue to apply to on-going activities until their completion.

# 6. RELATIONSHIP BETWEEN THE TWO PARTIES

No parts of this Memorandum are to be interpreted as to allow any other cooperation or business organization to register on behalf of the two parties or appointment of any party as an agent of the other party.

# 7. CONFIDENTIALITY

- 7.1 All information and or data that may be exchanged, acquired and shared in connection with the area of cooperation between KTUN and UTM pursuant to this Memorandum shall be treated strictly confidential and shall not under any circumstances be divulged by the receiving party unless otherwise the same has already been in public domain.
- 7.2 Each Party agrees and undertakes that it shall ensure that all the employees, agents and sub-contracts to whom the confidential information may be divulged are made aware and also undertake in writing to comply with the obligations of confidentiality contained herein.

# 8. DISPUTE RESOLUTION

8.1 Any dispute arising out of the interpretation or implementation of this Memorandum shall be settled amicably by consultation of the Parties in good faith.

### 9. NOTICES

- 9.1 Any notices, approval, application or any form of communication that is required to be given by any parties under this Memorandum shall be in writing and shall be deem to be sufficiently served:
- (a) In the case of delivery by hand, on the day of delivery.
- (b) In the case of delivery by post (prepared post), on the 7<sup>th</sup> (seventh) business day after posting.
- (c) In the case of communication by facsimile, on the sender receipt of transmission report which purports to confirm that the addressee has received such facsimile.

9.2 Notices under this Memorandum shall be addressed to the Parties at the following address:

# For UTM:

Authorized Representative : Assoc. Prof. Dr. Lau Woei Jye

Address : School of Chemical and Energy Engineering,

Universiti Teknologi Malaysia

Tel. No. : +6012-7657579

Fax. No.

# For KTUN

Authorized Representative : Assoc. Prof. Dr Mustafa Karaman

Address : Chemical Engineering Department, Faculty of

Engineering and Natural Sciences, Konya

Technical University
Tel. No. : +90-5334377828

Fax. No. : -

### 10. AMENDMENTS

(a) This Memorandum may be amended or varied by mutual consent of both parties and such amendments of variation shall be in writing and signed by duly authorized representative of each KTUN and UTM.

(b) Such agreed amendments or variation shall be part of this Memorandum.

(THIS REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF THE PARTIES AND YEAR FIRST ABOVE WRITTEN:	HERETO SET THEIR HAND THE DAY
Signed by and for and on behalf of KONYA TECHNICAL UNIVERSITY	RECTOR PROF. DR BABÜR ÖZÇELİK
Signed by and for and on behalf of UNIVERSITI TEKNOLOGI MALAYSIA	VICE-CHANCELLOR PROF. DATUK IR. DR WAHID OMAR