



MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITI MALAYA

AND

UNIVERSITY OF ISFAHAN

MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** is made as of the 07/10/2023 (hereinafter referred to as “**MoU**”);

BETWEEN

UNIVERSITI MALAYA, a university established under Universities and University Colleges Act 1971 and for the purpose of this MoU is represented by Institute of Research

Management & Services and having an address at Lembah Pantai, 50603 Kuala Lumpur (hereinafter referred to as “**UM**”), of the first part;

AND

UNIVERSITY OF ISFAHAN and for the purpose of this MoU is represented by Prof. Dr. Hossein Harsij and having an address at Hezar Jarib Street, Isfahan 81746-73441, Iran (hereinafter referred to as “**UI**”), of the second part.

(UM and UI, hereinafter referred to individually as the “**Party**” and collectively as the “**Parties**”)

WHEREAS:

The Parties hereby seeking to improve understanding between their respective institutions and to establish mutually beneficial collaborations benefiting their members, have agreed to sign this MoU as a first step toward achieving these shared goals.

NOW THEREFORE PURSUANT THERETO, the Parties hereby agree as follows:

1. SCOPE OF CO-OPERATION

(1) The Parties hereby agree to implement within the framework of the rules and regulations applicable in each of the institutions and subject to availability

of funds and resources, the following programmes and activities, which may include, but not limited to:

- (a) Big Data Research: Data capture and storage; Data search, sharing, and analytics; Big Data technologies; Data visualization; Architectures for massively parallel processing; Data mining tools and techniques; Machine learning algorithms for Big Data; Cloud computing platforms; Distributed file systems and databases; Scalable storage systems; Applications of Big Data in domains as diverse as Geoscience, Social Web, Finance, e-Commerce, Health Care, Environment and Climate, Physics and Astronomy, Chemistry, Life sciences and drug discovery, Digital libraries and scientific publications, and Security and government.
 - (b) Other areas as the parties may mutually determine with priority of Water Research; Psychology; Sociology and Political Science; Library and Information Sciences; Demography; Religious Studies; Persian and Malay Languages.
- (2) The parties intend to support this cooperation through a variety of activities, such as the following:
- (a) student and/or academic and administrative staff exchanges;
 - (b) joint research activities;
 - (c) exchange of publications, reports and other academic materials and information; and
 - (d) sharing of other activities and programmes in areas of mutual interest, where such sharing shall result in benefit to both Parties.
- (3) It is agreed that the terms and conditions of any agreed programme and activity contemplated in this MoU shall be the subject matter of separate written binding agreements to be negotiated and agreed upon by both Parties and/or any third parties, wherever applicable. PROVIDED ALWAYS the decision whether to initiate and/or implement any programme or activity prior to entering into the separate written agreement shall be at the sole discretion of each Party.

- (4) The Parties agree to designate, on behalf of each institution, a coordinator whose responsibility will be to supervise the execution of this MoU and to draw up a programmes or activities to be implemented under this MoU, setting out specific provisions concerning the exchange programmes, budget requirements and details of funding. For this purpose, the coordinator for **UM** is Institute of Research Management & Services and for **UI** is Dr. Mohsen Saraf (m.saraf@eng.ui.ac.ir; int-office@ui.ac.ir).

2. FINANCIAL ARRANGEMENTS

The Parties acknowledge that in the absence of any specific agreement in writing to the contrary, each Party will be responsible for its own costs and expenses in establishing and conducting programmes and activities contemplated under this MoU, including without limitation its own costs and expenses in travel and accommodation.

3. INTELLECTUAL PROPERTY RIGHTS

- (1) The protection of intellectual property rights 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) Notwithstanding anything in clause 3(1), the Parties agree that the ownership of and any other rights relating to intellectual property arising from or in connection with any programme or activity under this MoU shall be determined on a case by case basis and shall therefore be specified and agreed for each such programme or activity in a separate written agreement between the Parties.
- (3) The use of the name, logo and/or official emblem, trademark (or any variation thereof) or other Intellectual Property of one Party by the other on any publications, document and/or paper is prohibited without the prior written approval of the Parties.

4. CONFIDENTIALITY

- (1) The Parties agree and undertake to always keep confidential any information or data that may be exchanged, acquired or shared in connection with any programme or activity conducted pursuant to this MoU.
- (2) The obligation of confidentiality contained in this MoU shall not apply to any Confidential Information which:
 - (i) has been made public by the Disclosing Party or by others with the permission of the Disclosing Party;
 - (ii) is independently received from a third party who is free to disclose it; and
 - (iii) is in the public domain or is a compilation of material in the public domain.

5. VALIDITY, TERMINATION AND RENEWAL OF THE MoU

- (1) This MoU shall take effect from the last signature date on this MoU and shall continue to be effective for a period of **five (5) years** and may be extended for such further period as may be agreed by the Parties in writing.
- (2) Notwithstanding clause 5 (1) above, this MoU may be terminated by either Party giving written notice to the other at least six (6) months prior to the proposed date of termination.
- (3) Notwithstanding clause 5 (2) above, the provisions of this MoU or any other written agreement in respect of any on-going exchange programme or any other form of cooperative activity under this MoU shall continue to apply until their completion unless both Parties mutually agree in writing to the earlier termination of the programme or cooperative activity.

6. NOTICE

- (1) Every notice, request or any other communication required or permitted to be given pursuant to this MoU shall be in writing, in the English language and

delivered personally or sent by registered or certified post via air mail or by courier or facsimile (which shall be acknowledged by the other Party) to the Parties at the address and facsimile number as stated below:

(a) **If to UM :**

Institute of Research Management & Services
Level 4, Research & Innovation Management Complex
Universiti Malaya
50603 Kuala Lumpur
Telephone no. : +603-7967 4643
Contact person : Director
Email address: pen_jppp@um.edu.my

(b) **If to UNIVERSITY OF ISFAHAN :**

Address: International Scientific Cooperation Office, Hezar Jarib
Street, 81746-73441, Isfahan, I.R. IRAN

Telephone no. : +98 (31) 3793 2040
Facsimile no. : +98 (31) 3668 2910
Contact person : Director
Email address: int-office@ui.ac.ir

7. **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 MoU shall be settled amicably through mutual consultation and/or negotiations between the parties, without reference to any third party.

8. **MISCELLANEOUS**

- (1) This MoU may be modified, varied or amended at any time after due to consultation and with the written agreement of both Parties.

- (2) This MoU is not intended to be legally binding. It merely expresses the intentions and understanding of the Parties which will form the basis of any legally binding agreement to be drafted and executed in the future.
- (3) The Parties hereby agree that they are not bound exclusively by this MoU and shall be at liberty to enter into any separate agreements or arrangements with any third party without reference to the other Party.
- (4) This MoU shall be read and construed according to the laws presently in force in Malaysia.
- (5) Nothing contained herein is to be construed 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.
- (6) Unless otherwise agreed in writing, both Parties shall not transfer or assign all or any of their rights, obligations, interests or benefits hereunder to any third party.

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IN WITNESS WHEREOF, both Parties have caused this MoU to be executed by their duly authorised representatives.

For and on behalf of
UNIVERSITI MALAYA

For and on behalf of
UNIVERSITY OF ISFAHAN

A handwritten signature in blue ink, appearing to read "Mamdipuf".

A handwritten signature in blue ink, consisting of several overlapping loops and lines.

.....
**PROF. DATO' IR DR. MOHD HAMDI
ABD SHUKOR**
Vice-Chancellor

.....
PROF. DR. HOSSEIN HARSIJ
President

Date: 07/10/2023

Date: 07/10/2023



MEMORANDUM OF COOPERATION

BETWEEN

UNIVERSITI MALAYA

AND

UNIVERSITY OF ISFAHAN, IRAN

ON

WATER RESEARCH

October 7th, 2023

UNIVERSITI MALAYA, a university established under Universities and University Colleges Act 1971 and for the purpose of this MoU is represented by Institute of Research Management & Services and having an address at Lembah Pantai, 50603 Kuala Lumpur (hereinafter referred to as "UM"), of the first part;

AND

UNIVERSITY OF ISFAHAN and for the purpose of this MoU is represented by Prof. Dr. Hossein Harsij and having an address at Hezar Jarib Street, Isfahan 81746-73441, Iran (hereinafter referred to as "UI"), of the second part.

(UM and UI, hereinafter referred to individually as the "Party" and collectively as the "Parties");

PREAMBLE

Having regard to Memorandum of Understanding (MOU) signed on 07/10/2023 of the UM and UI thereof;

WHEREAS

- It is within the interests of the parties to promote a high level of water research in Iran and Malaysia as well as a high level of efficiency of the water resources management systems;
- The parties acknowledge their distinct specific technical expertise and capacities in the field of water research, and their respective unique roles in interfacing with industry, regulatory authorities and other stakeholders;
- The parties have an understanding that, in order to ensure an efficient operation and interoperability of the water resources management systems, it is necessary to combine technical and scientific resources at an international level to establish a more harmonised regulatory system, exchange expertise and ensure resilience;
- The parties share the common objective of strengthening their cooperation in certain areas of water research and innovation, with a view to reinforcing their roles and the effectiveness in the field of water research, while contributing to the policies and targets of both parties;

- An enhanced interest in mutual exchange of information between the parties can generate relevant data and knowledge on existing and emerging areas of water research, allowing for timely measures, while avoiding duplication of efforts and overlaps in their respective activities, and ensuring the best use of available resources;
- The parties share the common interest to liaise and establish a coordinated exchange of information to the extent possible on the definition and implementation of their respective technical objectives, programmes and plans in view of identifying a strategic cooperation as well as making the best possible use of synergies in the area of common interest;
- The parties share the common interest to find synergies in using similar systems, platforms and methodologies for example for identifying potential emerging water security and risks and to save costs; and
- therefore, in consideration of the mutual interest above, the parties have reached the following understanding.

ARTICLE I

PURPOSE

The purpose of this Memorandum of Cooperation (MoC) is to promote inter-institutional cooperation on water research. Specifically, it is to further develop exchange of know-know between the Parties in the areas identified in this MoC.

ARTICLE II

AREAS OF COOPERATION

The parties intend to cooperate on water research in mutually identified areas of cooperation, such as:

- a) Water geopolitics and Water security ;
- b) Ecosystems, Climate change, Water management, Waste water management, Recycling of water and Hydro systems engineering;
- c) Water resource management, Latitude and altitude, Cryosphere;

- d) Public health, Water quality, Water pollution, Sources of water contaminants, Infectious diseases, Toxic chemicals, Pesticides and risk assessment, Water treatment methods, Water sanitation; and
- e) Such other areas as the parties may mutually determine

The parties intend to support this cooperation through a variety of activities, such as the following:

1. Joint research units (research groups/centres/institutes);
2. Cooperative research projects;
3. Drafting and evaluation of scientific documents;
4. Temporary assignments of personnel from one party to the other, subject to the applicable rules, policies and procedures of both parties;
5. Training and capacity building activities, including via webinars;
6. Development, validation, exchange and dissemination of research methods, tools and information resources;
7. Networking initiatives that promote regional and international technical cooperation, information dissemination, advisory support, research and training;
8. Such other activities as the participants may mutually identify in writing; and
9. The participants may, as appropriate and where mutually acceptable, use the services of other institutions, such as universities and governmental and nongovernmental organizations, to develop and conduct activities under this MoC.

It is agreed that the terms and conditions of any agreed programme and activity contemplated in this MoC shall be the subject matter of separate written agreements to be negotiated and agreed upon by both Parties. PROVIDED ALWAYS the decision whether to initiate and/or implement any programme or activity shall be at the sole discretion of each Party.

ARTICLE III
FUNDING

The ability of each party to carry out activities under this MoC is subject to the availability of funds, personnel, and other resources. A number of activities under the MoC may, through appropriate funding mechanisms, or the use of funds from other organizations.

ARTICLE IV
MANAGEMENT

Each party intends to designate an appropriate official (hereinafter referred to as the "Coordinators") to be responsible for the coordination of activities under this MoC. Each party may designate a replacement coordinator at any time upon written notice to the other party. Additional points of contact for specific work areas under this MoC may be established through mutual consensus of the coordinators.

Management of activities supported as part of the work under this MoC is expected to make specific efforts to foster appropriate consultation and encourage cooperation, where appropriate, with other international organizations or other initiatives advancing similar work, with a view to avoid duplication of efforts and take advantage of potential synergies.

ARTICLE V
DISPUTE SETTLEMENT

Both Parties agree to settle any disagreement arising in connection with this MoC amicably by consultation and reconciliation between the two parties and agree that such disagreement will not be referred to any international or domestic tribunal, or to a third party for settlement.

ARTICLE VI
DESIGNATED CONTACT PERSONS

To oversee the implementation of the stipulated conditions and activities within this MoC, as well as those mutually agreed upon by the parties subsequently, each party designates a responsible contact person.

The UM's designated contact person is Professor Dr. Saiful Anuar Karsani (saiful72@um.edu.my) and the counterpart from UI is Dr. Mohsen Saraf (m.saraf@eng.ui.ac.ir; int-office@ui.ac.ir).

ARTICLE VII
APPLICABILITY, AMENDMENT AND TERMINATION

This MoC will enter into force on the date on which it is signed by the two Parties. It shall remain in effect for **five (5) years** unless terminated by either Party. Before expiry of the five years, the MoC may be renewed for another definite period upon written agreement of both parties.

This MoC may be amended in writing at any time by exchange of letters between the two parties. The Parties may in particular agree to make such amendments to extend the scope of the intended cooperation or to agree on additional core areas of cooperation addressed in Article II.

This MoC may be terminated by either Party by providing six (6) months' written notice to the other Party. If the MoC is terminated by either Party, the Parties agree to use their best efforts to mitigate any adverse effects to any joint projects or activities already in progress.

**ARTICLE VIII
CONFIDENTIALITY**

- a) The Parties agree and undertake to keep confidential at all times any information or data that may be exchanged, acquired or shared in connection with any programme or activity conducted pursuant to this MoC save where the same is already in public domain.
- b) This MoC may be modified, varied or amended at any time after due consultation and with the written agreement of both Parties.
- c) This MoC is not intended to be legally binding. It merely expresses the intentions and understanding of the Parties which will form the basis of any legally binding agreement to be drafted and executed in the future.

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Signed in duplicate at University of Isfahan on Saturday, 07/10/2023 in two (2) original texts, each in the English language, all texts being equally authentic.

Signed by
for and on behalf of the
UNIVERSITI MALAYA



.....
**PROF. DATO' IR DR. MOHD HAMDI
ABD SHUKOR**
Vice Chancellor

Signed by
for and on behalf of the
UNIVERSITY OF ISFAHAN, I.R. IRAN



.....
PROF. DR. HOSSEIN HARSIJ
President