



#### MEMORANDUM OF UNDERSTANDING

**BETWEEN** 

**UNIVERSITI PUTRA MALAYSIA** 

AND

**UNIVERSITY OF ISFAHAN** 

# MEMORANDUM OF UNDERSTANDING BETWEEN UNIVERSITI PUTRA MALAYSIA AND UNIVERSITY OF ISFAHAN

UNIVERSITI PUTRA MALAYSIA (hereinafter referred to as "UPM"), an institution of higher learning established under the Universities and University Colleges Act 1971 [Act 30] of Malaysia whose address is at 43400 UPM, Serdang, Selangor Darul Ehsan, Malaysia and shall include its lawful representatives and permitted assigns;

#### AND

**UNIVERSITY OF ISFAHAN** (hereinafter referred to as UI), a public university under laws of the Ministry of Science and Technology, Islamic Republic of Iran whose address is at Hezar Jarib Street, Isfahan 81746-73441, Iran and shall include its lawful representatives and permitted assigns;

(hereinafter referred to singularly as "the Party" and collectively as "the Parties"),

#### WHEREAS

- A. UPM is an established University which strives to enhance and strengthen its research and development and has taken various initiatives to complement its educational excellence and has entered into various collaborative arrangements with other parties to enhance networking;
- B. UI is an established University which fosters excellence in education and research and positions itself for contributing to society and civilization. The university aims to advance knowledge and educate students in social science and humanities, science, and engineering that will best serve the nation, region and the world in the 21st century;

C. The Parties are desirous of entering into this Memorandum of Understanding to declare their respective intentions and to establish a basis of co-operation and collaboration between the Parties upon the terms as contained herein.

#### HAVE REACHED AN UNDERSTANDING as follows:

## ARTICLE I 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, will endeavour to strengthen, promote and develop research co-operation between the Parties on the basis of equality and mutual benefit.

## ARTICLE II AREAS OF CO-OPERATION

- 1. Each Party will, subject to the laws, rules, regulations and national policies from time to time in force, governing the subject matter in their respective countries, endeavour to take necessary steps to encourage and promote co-operation in the following areas:
  - (a) exchange of teaching and research personnel;
  - (b) interchange of ideas and practices, including joint research cooperation and curriculum development;
  - (c) exchange of students (to support research, internship, and course credit);
  - (d) collaboration in education, research and community outreach projects; and
  - (e) any other areas of co-operation to be mutually agreed upon by the Parties.
- 2. For the purpose of implementing the co-operation in respect of any areas stated in paragraph 1 the Parties will enter into a legally binding agreement subject to terms and conditions as mutually agreed upon by the Parties including clauses on "protection of intellectual property rights", "confidentiality", "suspension", and "settlement of dispute" as contained in Annexure of this Memorandum of Understanding.

- 3. Parties will implement the co-operation stated in paragraph 1 above, through various filed as follows:
  - (a) Water research: water geopolitics and water security; ecosystems, climate change, water management, waste water management, recycling of water and hydro systems engineering; water resource management, latitude and altitude, cryosphere; public health, water quality, water pollution, sources of water contaminants, infectious diseases, toxic chemicals, pesticides and risk assessment, water treatment methods, water sanitation;
  - (b) Mathematics and computation: interface between applied mathematics, numerical computation, and applications of systems; oriented ideas to the physical, biological, social, and behavioral sciences; computational subjects focusing on new algorithms, their analysis and numerical results; building successful simulations for science and engineering using partial differential equations (PDEs), modeling using pdes, analysis of mathematical models, formulated in terms of PDEs, discretization methods and numerical analysis for pdes; numerical linear and nonlinear algebra; fast numerical algorithms, algorithms and data structures; adaptivity, computational geometry, software design, code verification and quality assurance (qa), and verification and validation;
  - (c) Biological science, Biochemistry, Genetics and Molecular Biology: bioenergetics, cell biology, chromosomes, developmental biology, DNA, enzymology, extracellular matrices, gene regulation, genomics, glycobiology, immunology, lipids, membrane biology, membrane biology, metabolism, molecular bases of disease, molecular biophysics, neurobiology, plant biology, protein structure and folding, protein synthesis and degradation, proteomics, signal transduction, DNA replication, repair and recombination, gene expression, epigenetics and chromatin structure and function, RNA processing, functions of non-coding RNAs, transcription, structure, chemistry, processing and function of biologically important macromolecules and complexes, biomolecular interactions, systems biology, computational biology, translation, protein folding, processing and degradation, sorting, spatiotemporal organization, trafficking, signal transduction and intracellular signaling, membrane processes, cell surface proteins and cell-cell interactions, molecular basis of disease, and methodological advances, both experimental and theoretical, including databases;

- (d) other areas as the parties may mutually determine with priority of physics and astronomy; and
- (e) Persian and Malay languages.

#### ARTICLE III

#### FINANCIAL ARRANGEMENTS

- 1. This Memorandum of Understanding will not give rise to any financial obligation by one Party to the other.
- 2. Each Party will bear its own cost and expenses in relation to this Memorandum of Understanding.

#### **ARTICLE IV**

#### **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 V NO AGENCY

Nothing contained herein is to 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.

## ARTICLE VI ENTRY INTO EFFECT AND DURATION

- This Memorandum of Understanding will come into effect on the date of signing and will remain in effect for a period of five (5) years.
- 2. This Memorandum of Understanding may be extended for a further period as may be agreed in writing by the Parties.

## ARTICLE VII NOTICES

Any communication 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 UPM or UI, the case may be, shown below or to such other address or electronic mail address or facsimile 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 UPM : UNIVERSITI PUTRA MALAYSIA

Faculty of Engineering

43400 UPM Serdang, Selangor

MALAYSIA

(Attn.: Dean)

Tel: (603) 9769 6262

Fax: (603) 9769 4488

E-mail: dean.eng@upm.edu.my

To UI : UNIVERSITY OF ISFAHAN

International Scientific Cooperation Office Hezar Jarib Street, 81746-73441, Isfahan

I.R. IRAN

(Attn.: Director)

Tel: (31) 3793 2040

Fax: (31) 3668 2910

E-mail: int-office@ui.ac.ir

The foregoing record represents the understandings reached between UNIVERSITI PUTRA MALAYSIA and UNIVERSITY OF ISFAHAN upon the matters referred to therein.

Signed in duplicate at <u>University of Isfahan</u> on this <u>7th</u> day of <u>October</u> in the year 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 PUTRA MALAYSIA** 

DATO' PROF. DR. AHMAD FARHAN MOHD

SADULLAH

Vice Chancellor, UPM

Signed by

for and on behalf of the

UNIVERSITY OF ISFAHAN

PROF. DR. HOSSEIN HARSIJ

President

In the presence of:

PROF. IR. DR. MOHD KHAIROL ANUAR B.

MOHD ARIFFIN

Dean, Faculty of Engineering

In the presence of:

PROF. DR. ARASH SHAHIN

Director, International Scientific Cooperation Office

#### ARTICLE ...

#### PROTECTION OF 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. The use of the name, logo and/ or official emblem of any of the Parties on any publication, document and/ or paper is prohibited without the prior written approval of either Party.
- 3. Notwithstanding anything in paragraph 1 above, the intellectual property rights in respect of any technological development, products and services development, carried out-
  - 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; and
  - (ii) solely and separately by the Party or the research results obtained through the sole and separate effort of the Party, shall be solely owned by the Party concerned.

#### ARTICLE ...

#### CONFIDENTIALITY

 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 Memorandum of Agreement or any other agreements made pursuant to this Memorandum of Agreement.

- 2. For purposes of paragraph 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 Memorandum of Agreement, 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.
- 3. Both Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this Memorandum of Agreement.

## ARTICLE ... 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 Agreement which suspension shall take effect immediately after notification has been given to the other Party through diplomatic channels.

## ARTICLE ... 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 Memorandum of Agreement shall be settled amicably through mutual consultation and/or negotiations between the Parties through diplomatic channels, without reference to any third party or international tribunal.