

MEMORANDUM OF UNDERSTANDING

between



UNIVERSITI MALAYSIA SARAWAK

and



**TEHRAN UNIVERSITY
OF
MEDICAL SCIENCES**

TEHRAN UNIVERSITY OF MEDICAL SCIENCES

This Memorandum of Understanding (hereinafter referred to as 'MoU') is made on this 5th day of June 2016.

BETWEEN

UNIVERSITI MALAYSIA SARAWAK (hereinafter referred to as 'UNIMAS'), an institution of higher learning established under the Universities and University Colleges Act 1971 whose address is at KOTA SAMARAHAN, 94300 SARAWAK, MALAYSIA and shall include its lawful representatives and permitted assigns, of the first part;

AND

Tehran University of Medical Sciences (hereinafter referred to as 'TUMS'), a University pioneer in giving educational and remedial services. As a large university encompassing various types of medical schools and a great number of hospitals and research centres, TUMS undertakes the responsibility of dealing with medical issues both nationwide and internationally.

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

NOW THEREFORE the Parties hereby have reached an understanding as follows:

CLAUSE 1

GENERAL AREAS OF CO-OPERATION

- 1.1 Assistance shall be carried out, subject to availability of funds and the approval of TUMS and of UNIMAS, through such activities or programmes which include but are not limited to:
- a) Students exchange;
 - b) Academic staff exchange;
 - c) Collaborative research projects;
 - d) Joint consultancies;
 - e) Preparation and submission of grant proposals, contracts and other proposals to obtain resources to support collaborative activities; and
 - f) Any other areas of co-operation to be mutually agreed upon by the Parties from time to time.

- 1.2 The terms of such mutual assistance and the resources required for each programme and activity that is implemented under the terms of this MoU shall be mutually discussed and agreed upon in writing by both Parties prior to the initiation of the particular programme or activity. Such programmes and activities shall be negotiated on a periodical basis.
- 1.3 The implementation of specific proposals will need to be negotiated on a case by case basis and be dependent upon the availability of resources.

CLAUSE 2

DURATION OF MoU

- 2.1 This MoU will come into effect on the date of signing and will remain in effect for a period of **five (5)** years or until terminated by either party with **three (3)** months written notice.
- 2.2 This MoU may be extended for a further period as may be agreed to in writing by the Parties by issuance of a written notice from one Party to the other signifying its intention to renew or further the period not less than **three (3)** months prior to the Expiry Date.

CLAUSE 3

FINANCIAL ARRANGEMENTS

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

CLAUSE 4

CONFIDENTIALITY

- 4.1 The Parties undertake to observe confidentiality towards other Parties not concerned or connected with this MoU. Any confidential information disclosed to either Party pursuant to this MoU shall not without prior written consent of the other Party be disclosed to a third party or be used for any purpose not expressly permitted in writing by the other Party.

CLAUSE 5

SETTLEMENT OF DISPUTES

- 5.1 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 through diplomatic channels, without references to any third party or international tribunal.

CLAUSE 6

NON - CONTRACTUAL NATURE OF RELATIONSHIP

- 6.1 Save for Clause 2, the Parties agree that this MoU represents the mutual understanding of the Parties and is not intended nor shall be deemed to be a contract and shall not give rise to any rights and liabilities under a contract.
- 6.2 Nothing contained herein shall 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.
- 6.3 The Parties acknowledge that this MoU does not in any way give rise to any right or permission to use or to be associated with each Party's intellectual property.

CLAUSE 7

NOTICES

- 7.1 Every notice, request, or any other communication required or permitted to be given pursuant to this MoU shall be in writing and delivered personally, or sent by registered or certified post, or via air-mail, or via courier, or facsimile, or by e-mail (which shall be acknowledged by the other Party) to the Parties at their address, facsimile number, and/or email address as stated below:

To : **UNIVERSITI MALAYSIA SARAWAK**
Address : Kota Samarahan, 94300 Sarawak, Malaysia
Attn to : Director, International Affairs Division
Tel no. : +6082-581235/1231/1616/1228
E-mail : info@iad.unimas.my

To : **Tehran University of Medical Sciences**
Address : Office of Vice-Chancellor for Global Strategies and
International Affairs, Number 21, Dameshgh St., Vali-e
Asr Ave., Tehran, Iran
Attn to : Director, International Relations, Accreditation and
Ranking
Tel no. : (+98 21) 8880 0332
Fax no. : (+98 21) 8885 2654
E-mail : dira_gsia@tums.ac.ir

CLAUSE 8

REVISION, VARIATION AND AMENDMENT

- 8.1 Either Party may request in writing a revision, variation or amendment of this MoU.
- 8.2 Any such revision, variation or amendment agreed to by the Parties shall be in writing and shall form part of this MoU.

- 8.3 Such revision, variation or amendment shall come into force on such date as may be determined and agreed to by the Parties.
- 8.4 Any revision, variation or amendment shall not prejudice the implementation of any project, activity or co-operation arising from or based on this MoU before or up to the date of such revision, variation or amendment.

CLAUSE 9
SUPERVENING EVENTS

- 9.1 Each Party reserves the right for reasons of national security, national interests, public order, or public health to suspend temporarily, either in whole or in part, the implementation of this MoU, the suspension of which shall take effect immediately after notification has been given to the other Party.
- 9.2 Notwithstanding sub-clause 9.1, should any other event occur which hinders or restricts the implementation of this MoU, the Parties shall use their best endeavours to agree upon such action, as may be necessary and equitable, to remove the cause of such event.

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IN WITNESS WHEREOF, the undersigned, being duly authorised by their respective organisations, sign this MoU on the date as above-written.

Signed by

Prof Dato' Dr Mohamad Kadim Sualdi)
Vice Chancellor)
For and on behalf of)
Universiti Malaysia Sarawak)



In the presence of

Prof Dr Wan Ibrahim Wan Hashim)
Deputy Vice Chancellor)
(Academic and International))
Universiti Malaysia Sarawak)



Signed by

Ali Arabkheradmand, M.D.)
Vice Chancellor for Global Strategies and)
International Affairs)
For and on behalf of)
Tehran University of Medical Sciences)



In the presence of

Enayat A. Shabani, Ph.D.)
Director of International Affairs and)
Development)
Tehran University of Medical Sciences)

