



TEHRAN UNIVERSITY
OF
MEDICAL SCIENCES

MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITI SAINS MALAYSIA

AND

TEHRAN UNIVERSITY OF MEDICAL SCIENCES

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made on October 14, 2019 (hereinafter referred to as "**MoU**");

BETWEEN

UNIVERSITI SAINS MALAYSIA, a public institution of higher learning established under the Universities and University Colleges Act 1971 and for the purpose of this MoU is represented by its Vice-Chancellor, Professor Datuk Dr. Asma Ismail, FASc, with its main campus at 11800 USM, Penang, Malaysia (hereinafter referred to as "**USM**"), of the first part;

AND

TEHRAN UNIVERSITY OF MEDICAL SCIENCES, and for the purpose of this MoU is represented by its Vice-Chancellor, Professor Dr. Ramin Kordi, M.D., Ph.D., with its main campus at No. 21, Dameshgh St., Vali-e Asr Ave., Tehran 1416753955, Iran (hereinafter referred to as "**TUMS**"), of the second part.

(USM and TUMS, shall hereinafter referred to collectively as "**Parties**" and individually as "**Party**", where the context so requires)

WHEREAS:

- A. USM is Malaysia's premier research university which strives to enhance and strengthen its educational programs and has taken various initiatives to complement its educational excellence. With its research and teaching facilities, experience, and a multi-disciplinary team of experts among its staff members, USM has entered into various collaborative arrangements with other parties in its efforts to enhance its research content and strengthen its industrial networking.
- B. TUMS is the oldest and the most well-known medical centre in Iran, nationally as well as internationally, accepting applications from the most qualified students. With more than 90 research centres, 16 teaching hospitals, 11 schools, and approximately 1650 faculty members, TUMS educates more than 13,000 students annually in various levels and majors of medical sciences. TUMS currently has international students from 46 countries.

- C. Following discussions between USM and TUMS, the Parties wish to establish collaboration and explore opportunities to develop, support and enrich the research activities, education and training in the fields that will be beneficial to both Parties.
- D. This MoU sets out below the general framework and intentions of the Parties for the collaboration and for the facilitation of further definitive agreement(s).

NOW IT IS HEREBY UNDERSTOOD as follows:

1. Objectives of this MoU

1.1 The Parties will endeavour to assist and support each other in the collaboration to promote, establish and develop the research, education and training programs that will mutually benefit both Parties in the following areas of cooperation:

- (i) exchange of students and/or staff;
- (ii) joint education programs;
- (iii) joint research and development programs;
- (iv) joint workshops and training programs;
- (v) exchange of publication; and
- (vi) any other cooperation that will be mutually identified and agreed upon by both Parties at a later stage.

1.2 In achieving the objectives of this MoU, the Parties shall work on the basis of reciprocity within the parameters of their respective laws, constitution, regulations and/or policies.

1.3 This MoU shall form the basis of consensus for the Parties to examine the feasibility of the cooperation stated in clause 1.1 until such time when any other manner of agreement is entered into by the Parties upon terms and conditions to be mutually agreed upon.

2. Confidentiality

2. Confidentiality

- 2.1 Neither Party shall at any time publish or, disclose to any third party the contents of this MoU or any Confidential Information of the other Party acquired pursuant to this MoU without the written consent of the other Party.
- 2.2 For the purpose of this MoU, "Confidential Information" means any and all technical and non-technical information including patent, copyright, trade secret, know-how and proprietary information, techniques, sketches, drawings, diagrams, methods, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to a technology or invention, and includes, without limitation, its respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing manufacturing, customer list, business forecasts, sales and merchandising and marketing plans and information designated in writing to be confidential or by its nature intended to be for the sole knowledge of the receiving party or if orally given in the circumstances of confidence or confirmed promptly in writing as having been disclosed as confidential or proprietary for the purpose of this MoU; that is conveyed by the disclosing party to the receiving party, in written, oral, digital, magnetic, photographic and/or whatsoever forms.

3. Non-Binding Nature of the MoU

Notwithstanding the statements and obligations herein, this MoU shall not create a legal relationship between the Parties under domestic or international laws and the Parties shall not be legally bound until and unless a definitive agreement has been negotiated and duly executed by the authorized representatives of USM and TUMS. Save for the breach of clause 2 herein, this MoU will not give rise to any legal process between the Parties.

4. Validity, Termination and Renewal of the MoU

- 4.1 This MoU is valid and shall remain in effect for a period of five (5) years from the date of this MoU regardless of the diverse dates the Parties may have signed this MoU.

4.2 Either Party may terminate this MoU by giving one (1) month's written notice to the other Party. Notwithstanding the expiry or the earlier termination of this MoU, the obligations of the Parties in clause 2 herein shall survive and remain binding on the Parties for a period of three (3) years from the expiry or the earlier termination of this MoU (as the case may be) or, the expiry or the earlier termination of the renewed period (as the case may be) as provided in clause 4.3 herein.

4.3 This MoU may be renewed upon the mutual agreement of both Parties.

5. Notices

Any notice or communication between the Parties shall be delivered to the addresses as hereinbefore appearing, or sent to the facsimile number or emailed to the Party concerned.

6. Variation

The terms stipulated in this MoU shall not be amended, altered, changed or otherwise modified without the mutual consent of the Parties and such amendments, alterations, changes and modifications shall be made in writing and signed by the Parties hereto.

7. Governing law

This MoU shall be interpreted in accordance with the laws of Malaysia and Iran.

8. Dispute Resolution

The Parties agree that all disputes arising pursuant to this MoU shall be resolved by way of negotiations and discussions and with a view to an amicable settlement and mutual benefit of the Parties without reference to any third party or, local or international tribunal.

9. No Agency

Nothing contained herein is to be constituted as 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.

10. Assignment

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.

11. Name, Official Emblem and Logo

11.1 Neither Party shall use, nor permit any person or entity to use the name, acronym, official emblem, logo, trade mark (or any variation thereof) or other Intellectual Property (hereinafter referred to as "Brand Materials") that is/are identified with or belongs to the other Party on any publication, document, paper, audio or visual presentation, or for publicity purposes.

11.2 Any use of the Brand Materials for the purposes stated in clause 11.1 above shall first obtain the written consent of the other Party and shall comply with all conditions set by the other Party on the use of its Brand Materials.

12. E-Communication

The Parties acknowledge and agree that electronic communication is an acceptable method of correspondence and communicating information between the Parties without having to communicate the same on paper. Any communication and subsequent electronic signature that has been sent or signed in the past, present, or future between the Parties will hold the same force and effect as a document signed and inked on paper.

13. Mutual Cooperation and Relationship

The Parties realize that it is not feasible to adequately foresee and address every issue involving the collaboration of the Parties herein. Hence the Parties shall use their best endeavours to realize their expertise in carrying out the steps and measures necessary for furthering their mutual interest under this MoU in accordance with the spirit of close cooperation and mutual assistance.

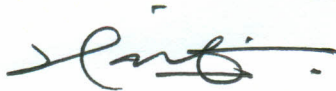
IN WITNESS WHEREOF USM and TUMS hereunto have executed this Memorandum of Understanding on the year and date first above written:

SIGNED BY
For and on behalf of

UNIVERSITI SAINS MALAYSIA

SIGNED BY
For and on behalf of

TEHRAN UNIVERSITY OF MEDICAL
SCIENCES



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PROFESSOR DATUK DR. ASMA ISMAIL
~~FASe~~
~~Vice-Chancellor~~

PROFESSOR DR. FAISAL RAFIQ MAHAMD ADIKAN
Vice-Chancellor
Universiti Sains Malaysia

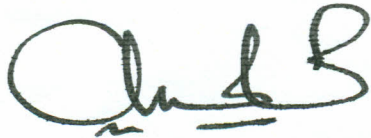


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PROFESSOR DR. RAMIN KORDI, M.D., PH.D.
Vice-Chancellor for Global Strategies and
International Affairs



In the presence of:

In the presence of:



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**PROFESSOR. DR. AHMAD FARHAN MOHD
SADULLAH**
Deputy Vice-Chancellor
Academic and International

.....
DR. Mohammad H. Nekoofar
Director of International Relations

