

MEMORANDUM OF UNDERSTANDING

between



UNIVERSITI KEBANGSAAN MALAYSIA

And



TEHRAN UNIVERSITY
OF
MEDICAL SCIENCES

TEHRAN UNIVERSITY OF MEDICAL SCIENCES



KERAJAAN MALAYSIA

IBU PEJABAT
LEMBAGA HASIL DALAM NEGERI MALAYSIA
 MENARA HASIL
 PERSIARAN RIMBA PERMAI
 CYBER 8, 63000 CYBERJAYA
 SELANGOR DARUL EHSAN

**SIJIL SETEM**

ASAL

STAMP CERTIFICATE


(Sila lekatkan sijil setem ini ke atas surat cara sebagai bukti penyeteman)
 Please attach this stamp certificate to the instrument as evidence of stamping

Cara Bayaran *Payment Method* FPX TRANSACTIONS
No. Adjudikasi *Adjudication No.* G01DC04EEBXF023 (SALINAN 1/1)
Jenis Surat Cara *Type Of Instrument* PERJANJIAN AM
 SURAT CARA UTAMA
Tarikh Surat Cara *Date Of Instrument* 13/09/2023
Balasan *Consideration* RM 0.00
Maklumat Pihak Pertama / Penjual / Pemberi *First Party / Vendor / Transferor / Assignor*
 UNIVERSITI KEBANGSAAN MALAYSIA, (0000000)
Maklumat Pihak Kedua / Pembeli / Penerima *Second Party / Purchaser / Transferee / Assignee*
 TEHRAN UNIVERSITY OF MEDICAL SCIENCES, (0000000)
Butiran Harta / Suratcara *Property / Instrument Description*


LHDN
 MALAYSIA

Dengan ini disahkan surat cara ini disetem dan diindors seperti maklumat di bawah:
 This is to certify this instrument is stamped and indorsed as below:

No. Sijil Setem <i>Stamp Certificate No.</i>	F0239A231165958
Tarikh Penyeteman <i>Date of Stamping</i>	21/09/2023
Duti Setem Dikenakan <i>Amount of Stamp Duty</i>	RM 10.00
Penalti <i>Penalty</i>	RM 0.00
Pelarasan <i>Adjustment</i>	RM 0.00
Jumlah Dibayar <i>Total Amount Paid</i>	RM 10.00
Indorsemen <i>Indorsement (Akta Setem 1949)</i>	Seksyen 12



LEMBAHA HASIL DALAM NEGERI



LEMBAHA HASIL DALAM NEGERI
 MALAYSIA

Pemungut Duti Setem

No. Kelulusan Perbendaharaan *Treasury Approval No.* : KK/BSKK/10/600-2/1/2(60)Tarikh Cetak *Printed Date* : 21/09/2023 03:07:01

Pengesahan ketulenan Sijil Setem ini boleh dipastikan di stamps.hasil.gov.my atau melalui aplikasi telefon pintar
 The authenticity of this Stamp Certificate can be verified at stamps.hasil.gov.my or by mobile app

Ini adalah cetakan komputer dan tidak perlu ditandatangani
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KERAJAAN MALAYSIA

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Indorsemen <i>Indorsement (Akta Setem 1949)</i>	Seksyen 37

LEMBAGA HASIL DALAM NEGERI
MALAYSIA

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MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITI KEBANGSAAN MALAYSIA

AND

TEHRAN UNIVERSITY OF MEDICAL SCIENCES

THIS MEMORANDUM OF UNDERSTANDING is made on 13th day of September 2023

between

UNIVERSITI KEBANGSAAN MALAYSIA (hereinafter referred to as “**UKM**”), an institution of higher learning established under the Universities and University Colleges Act 1971 [Act 30] and having its address at 43600 UKM Bangi, Selangor Darul Ehsan, MALAYSIA, of the first part;

and

TEHRAN UNIVERSITY OF MEDICAL SCIENCES (hereinafter referred to as “**TUMS**”) an institution of higher learning and having its address at Tehran University of Medical Sciences, Office of Vice-Chancellor for Global Strategies and International Affairs, Tehran Province, Tehran, Dameshq St, PC53+MQ2, IRAN, of the **SECOND PARTY**.

UKM and **TUMS** shall hereinafter be referred to singularly as “the Party” and jointly as “the Parties”.

WHEREAS

- A. **UKM** is one of five research universities in Malaysia with a strategic direction to be the regional leader in academic and research excellence. In taking various initiatives to enhance its academic and research capabilities, **UKM** has established partnerships with various organizations.
- B. **UKM** owns the Faculty of Medicine, which having its address at Jalan Yaacob Latif, Bandar Tun Razak, 56000 Cheras, Kuala Lumpur, Malaysia and for the purpose of this Memorandum of Understanding, **UKM** will be represented by Faculty of Medicine.
- C. **TUMS** is the largest and most highly ranked medical university of Iran. Located in Tehran adjacent to the main University of Tehran campus, it was founded as part of Dar ol-Fonoon in 1851, and later absorbed into the University of Tehran in 1934. It finally separated from University of Tehran by parliamentary legislation in 1986, coming under the new Ministry of Health, Treatment, and Medical Education. The university has 11 schools, operates 16 teaching hospitals, is equipped with over 44 libraries, and publishes 58 journals, some in collaboration with academic societies.

- D. The Parties shall at all times for the mutual and common benefit agree to ensure the success of this Memorandum of Understanding.
- E. 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.

NOW THE PARTIES HEREBY AGREE AS FOLLOWS:

**ARTICLE 1
SCOPE OF CO-OPERATION**

- 1.1 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 their respective countries, will endeavour to strengthen, promote and develop academic and research cooperation on research excellence as research-based universities; between the Parties on the basis of equality and mutual benefit.
- 1.2 Each Party shall take the necessary steps to encourage and develop academic exchange in the area of education and research, and have agreed upon the following activities attached in **Appendix A** of this Memorandum of Understanding.
- 1.3 The Parties agree that the list of activities attached in **Appendix A** under the implementation of this Memorandum of Understanding are not exhaustive and may be added from time to time subject to the mutual agreement of the Parties.

**ARTICLE 2
IMPLEMENTATION AND ADMINISTRATIVE COORDINATORS**

- 2.1 The Parties agree to appoint from each Party an overall Administrative Coordinator for the administration of this Memorandum of Understanding. The Coordinators will serve as the contact person being responsible for implementing the program and activities agreed between the Parties.
- 2.2 Any Party may at any time, replace its Administrative Coordinator by serving a notice in writing to that effect on the other.
- 2.3 In order to enable planning and implementation of the activities mentioned in **Appendix A** of this Memorandum of Understanding, meetings, engagement, arrangement, and discussion between the Parties will be conducted.

ARTICLE 3
FINANCIAL ARRANGEMENT

- 3.1 This Memorandum of Understanding will not give rise to any financial obligation by one Party to the other and each Party will bear its own cost and expenses in relation to the academic activities under this Memorandum of Understanding.
- 3.2 Notwithstanding the provision of sub-article 3.1, the Parties agree to discuss and further negotiate before implementing any specific academic or research program(s), or any other activities, on a specific budget and separate agreements.
- 3.3 Any intellectual property developed on collaborative research conducted under this Memorandum of Understanding or any contracts pertaining to fee for services rendered will be addressed on a case-by-case basis under separate agreements.

ARTICLE 4
PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 4.1 The use of the name, logo and/or official emblem of **UKM** or **TUMS** as the case may be, on any publication, document and/or paper is prohibited without the prior written approval of the respective Party.
- 4.2 The intellectual property rights in respect of any technological development, products and services development, developed –
- i. jointly by the Parties, or any research results obtained through the joint activity effort of both the Parties, shall be addressed on a case-by-case basis under separate written agreements;
 - ii. solely and separately by **UKM** or **TUMS**, or any research results obtained through the sole and separate effort of **UKM** or **TUMS**, as the case may be, shall be solely owned by the Party concerned; and
 - iii. rights in intellectual property developed by students in the course of collaborative or research activities shall be dealt with in accordance with the rules and regulations of the Parties.
- 4.4 The Parties shall acknowledge one another in any form of writing, publication or presentation based on, or derived from, the collaborative research between the Parties.

ARTICLE 5
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 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 6
REVISION, MODIFICATION AND AMENDMENT

- 6.1 Either Party may request in writing a revision, modification or amendment of all or any part of this Memorandum of Understanding.
- 6.2 Any revision, modification or amendment agreed to by the Parties shall be in writing and shall form part of this Memorandum of Understanding.
- 6.3 Such revision, modification or amendment shall come into force on such date as may be determined by the Parties by mutual agreement.
- 6.4 Any revision, modification or amendment shall not prejudice the rights and obligations arising from or based on this Memorandum of Understanding before or up to the date of such revision, modification or amendment.

ARTICLE 7
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 Understanding which suspension shall take effect immediately after written notification has been given to the other Party.

ARTICLE 8
SETTLEMENT OF DISPUTES

Any difference or dispute between the Parties concerning the interpretation and/or application of any of the provision of this Memorandum of Understanding shall be settled amicably through mutual consultation and/or negotiations between the Parties without reference to any third party.

ARTICLE 9
DURATION AND TERMINATION

- 9.1 This Memorandum of Understanding shall come into force on the date of signing and shall remain in force for a period of **FIVE (5) YEARS**, subject to review and modification as mutually agreed upon.

- 9.2 Thereafter, if the Parties hereto wish to extend the terms of this Memorandum of Understanding, they shall do so by an express covenant in writing.
- 9.3 Notwithstanding anything in this Article, either Party may terminate this Memorandum of Understanding by notifying the other Party to its intention to terminate this Memorandum of Understanding by a notice in writing, at least six (6) months prior to its termination date. Termination shall be without penalty.
- 9.4 Such notice of termination does not affect any ongoing arrangement which have already commenced or been accepted by either Party.

**ARTICLE 10
NOTICES**

Any communications under this Memorandum of Understanding will be in writing and delivered either by registered mail to the address or sent to the electronic mail address or facsimile number of **UKM** or the **TUMS**, as the case may be, shown below or to such other address or electronic mail address or facsimile number 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 UKM:

Dean
Faculty of Medicine
Universiti Kebangsaan Malaysia
Jalan Yaacob Latif, Bandar Tun Razak
56000 Cheras, Kuala Lumpur
Malaysia

Telephone : +603-9145 5021
Facsimile : +603-9145 6629
Email address : dekanfp@ppukm.ukm.edu.my

To TUMS:

Prof. Omid Sabzevari
Head of Desk for International Cooperation between TUMS and Malaysian
Authorities and Higher Education Institutes
Tehran University of Medical Sciences
PourSina St., Tehran-1417614315
IR IRAN

Telephone : +98—21 64122121
Facsimile : +98—21 64122161
Email address : omid@tums.ac.ir

**ARTICLE 11
RELATIONSHIP OF THE PARTIES**

- 11.1 The Parties record that it is not their intention that this Memorandum of Understanding creates any partnership, agency or other relationship between them under which either Party might be deemed to be responsible for the acts or omissions of the other Party and this Memorandum of Understanding should not be construed as to render the Parties liable as partners or as creating any partnership, agency or other similar relationship.
- 11.2 Notwithstanding anything in this Memorandum of Understanding, a Party shall at no time underwrite or guarantee or be in any way directly or indirectly responsible or

deemed to be responsible for all or any of the debts, liabilities or obligations incurred by the other Party from time to time.

ARTICLE 12 FORCE MAJEURE

Neither **UKM** nor **TUMS** shall be in breach of its obligations under this Agreement if it is unable to perform or fulfil any of its obligations under this Agreement (or any part of them) as a result of the occurrence of an Event of Force Majeure. An event of "force majeure" shall mean an event, not within the control of the Party affected, which that Party is unable to prevent, avoid or remove, and shall mean-

- a) war (whether declared or not), hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection, military or usurped power, civil war, or acts of terrorism.
- b) ionizing radiation or contamination by radioactivity from any nuclear waste, from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive, nuclear assembly or nuclear component thereof;
- c) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- d) natural catastrophe including but not limited to earthquakes, floods, subsidence, and subterranean spontaneous combustion or any operation of the force of nature, lightning and exceptionally inclement weather;
- e) riot, commotion and disorders, criminal damage, sabotage, strike, lock out, labour unrest or other industrial disturbances (affecting the performance of this Agreement) which are not the fault of the Company or their contractors or the Government which causes, or can reasonably be expected to cause any party to fail to comply with its obligations;
- f) pandemic or epidemic; or
- g) any other unforeseeable event which fulfils the criteria as set forth below:
 - (i) beyond the reasonable control of the Party affected by such event, circumstance or combination of events or circumstances;
 - (ii) which was not foreseeable or, if foreseeable, could not have been prevented or avoided or overcome by the affected Party having taken all reasonable precautions and due care.

ARTICLE 13
GENERAL

- 13.1 Any provisions of this Memorandum of Understanding which are held to be illegal or otherwise in conflict with any laws, statutes or regulations shall be deemed to be severed from the remainder of the Memorandum of Understanding and the validity of the remaining provisions shall not be affected.
- 13.2 Neither Party must make false or misleading representations or statements.
- 13.3 Neither Party to this Memorandum of Understanding shall assign or purport to assign any right under this Memorandum of Understanding without the prior written approval of the other Party.
- 13.4 The Parties hereby confirm their express agreement that this Memorandum of Understanding and all documents directly or indirectly related thereto be drawn up in English and prepared in duplicate so that one copy should be retained by each university.
- 13.5 Each of the Parties hereto confirms its intention to promote the best interests of the Parties hereto and to consult fully on all matters materially affecting the areas of co-operation. Each of the Parties hereto shall act in good faith towards the other Party in order to promote the success of the contemplated co-operation.
- 13.6 Any stamp duty payable in respect of and/or in connection with this Memorandum of Understanding shall be fully borne by **UKM**, wherein each Party shall retain one original copy of this Agreement, being duly stamped.

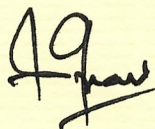
[THE REMINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned being duly authorised thereto, have signed this Memorandum of Understanding.

Signed in duplicate on this ^{13th} day of ^{September}in the year 2023 in TWO (2) original texts.

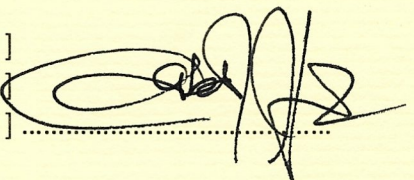
**SIGN FOR AND ON BEHALF OF
UNIVERSITI KEBANGSAAN MALAYSIA: -**

PROFESSOR DATO' Gs. Ts. DR. MOHD EKHWAN HJ. TORIMAN
Vice Chancellor
Universiti Kebangsaan Malaysia

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]
]

In the presence of:

PROF. DR. ABDUL HALIM ABDUL GAFOR
Dean of Faculty of Medicine
Universiti Kebangsaan Malaysia

] 
]
]

**SIGN FOR AND ON BEHALF OF
TEHRAN UNIVERSITY OF MEDICAL SCIENCES (TUMS): -**

PROF. DR. MOHAMMAD HOSSEIN AYATI
Vice Chancellor for Global Strategies and International Affairs
Tehran University of Medical Sciences

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] *M.H. Ayati*
].....

In the presence of:

PROF. DR. OMID SABZEVARI
Head of Desk for International Cooperation between
TUMS and Malaysian Authorities and Higher Education Institutes
Tehran University of Medical Sciences

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] *Omid Sabzevari*
].....

APPENDIX A

THE LIST OF ACTIVITIES BETWEEN UNIVERSITI KEBANGSAAN MALAYSIA AND TEHRAN UNIVERSITY OF MEDICAL SCIENCES

Based upon the principles of mutual respect and benefit, co-operation, collaboration, and understanding, Universiti Kebangsaan Malaysia and Tehran University of Medical Sciences agree to explore the following collaborative activities:

1. To participate in exchange of students or lecturers between the two universities;
2. Collaboration in education and research projects;
3. To conduct any relevant projects between the two universities;
4. To organize field trips among students and lecturers between the two universities ; and
5. Any other areas of cooperation to be mutually agreed upon by the Parties (if any).

Terms of co-operation

The terms of co-operation for each specific activity implemented under this Memorandum of Understanding shall be mutually discussed and agreed upon by the Parties prior to the initiation of that activity.

The lists of activities are not exhaustive and may be added from time to time with the mutual agreement of the Parties.