



**MEMORANDUM OF UNDERSTANDING
BETWEEN
URAL FEDERAL UNIVERSITY, RUSSIA
AND
UNIVERSITI TEKNOLOGI MALAYSIA, MALAYSIA**

THIS MEMORANDUM OF UNDERSTANDING entered into this day,, by and between **URAL FEDERAL UNIVERSITY (UrFU)** where its official address at Ural Federal University 620002, Ekaterinburg, ul. Mira, 19 Russia and **UNIVERSITI TEKNOLOGI MALAYSIA (UTM)** where its official address at Campus Skudai, 81310 UTM Skudai, Johor Bahru, Malaysia.

WHEREAS, both parties hereto desire to do so in order to promote exchange and cooperation in education, research and social services as well as to foster and strengthen relationship between Ural Federal University and Universiti Teknologi Malaysia.

AND WHEREAS:

- A. UrFU and UTM agree to cooperate and broaden relationship and exchanges;
- B. UrFU and UTM hereto desire to give priorities to each other in the promotion and development of cooperation in areas of mutual benefits;
- C. Both parties agree that all program activities to be carried out shall be based on mutual interest and advantages.

IT IS NOW AGREED AND RECOGNISED the following:

1. GENERAL AREAS OF CO-OPERATION

- 1.1 UrFU and UTM agree that cooperation shall be carried out through such activities of programs relating to, but not limited to:
 - (a) Education and research;
 - (b) Further training of staff;
 - (c) Exchange of lecturers;
 - (d) Exchange of students;
 - (e) Exchange of scholarly materials and information; and
 - (f) Any other fields related.

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- 1.2 Both universities agree that program and activity enumerated are not exclusive and the parties may agree to include such other programs and activities as may be necessary and identified later which shall be mutually discussed and agree upon in writing by both parties prior to the initiation of the particular program or activity and such shall be negotiated as required.
- 1.3 UrFU and UTM, within their capacities will cooperate to promote and develop programs in technological education.
- 1.4 UrFU and UTM shall each designate a coordinator to manage the program activities. Each party shall nominate and appoint a coordinator from its staff to coordinate activities and facilitate the development of such joint activities.

2. SCOPE OF COLLABORATION

UrFU and UTM agree and acknowledge that collaboration may develop in the following programs, but not limited to:

- (a) Developing the curriculum and exchanging of scholarly publications subject to the approval of both parties.
- (b) Joint Research and Development (R&D) subject to approval of both parties.
- (c) Priority shall be given to UrFU staff to further post graduate studies at UTM, and UrFU shall give priority to the lecturers of UTM to further postgraduate studies at UrFU
- (d) UTM shall give priority to the lecturers of UrFU to further post graduate studies at UTM, and UrFU shall give priority to the lecturers of UTM to further postgraduate studies at UrFU
- (e) Activities of exchange of staff include study tour, conducting research and/or supervision student project, staff secondment for improving and research, attending seminars, colloquiums and academic discussions.
- (f) Activities of students exchange include study tour, courses attendance and research.

3. COST AND EXPENSES

Any cost and expenses incurred in performing any activity pursuant to this Memorandum such as training and advisory visits and staff attachments, etc. shall be negotiated to the mutual acceptance of both parties.

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4. OWNERSHIP

Ownership on whatever products of studies/research shall belong to both parties signatory of this Memorandum and no publication of the products of study of research is allowed to publish without the consent of both parties.

5. DURATION AND TERMINATION

- (a) This Memorandum shall enter into force at the day of signature by the signatory of each party and shall remain in force for.....() years unless terminated by one of the parties giving three (3) months notice to the other.
- (b) This Memorandum shall be reviewed at the end of(....) years to determine the effectiveness to continue or terminate.
- (c) Where such termination occurs, the provision of this Memorandum shall continue to apply to on-going activities until their completion.

6. RELATIONSHIP BETWEEN THE TWO PARTIES

No parts of this Memorandum are to be interpreted as to allow any other cooperation or business organization to register on behalf of the two parties of appoint one of the parties as the agent of the other party.

7. CONFIDENTIALITY

All information and or data that may be exchanged, acquired and shared in connection with the area of cooperation between UrFU and UTM pursuant to this Memorandum shall be treated strictly confidential and shall not under any circumstances be divulged by the receiving party unless otherwise the same has already been in public domain.

8. GOVERNING LAW

This Memorandum shall be applied in accordance with the laws and regulations in force in the territory of each cooperating party, in respect of activities taking place in the party's territory.

9. NOTICES

Any notices, approval, application or any form of communication that is required to be given by any parties under this Memorandum shall be in writing and shall be deem to be sufficiently served:

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- (a) In the case of delivery by hand, on the day of delivery.
- (b) In the case of delivery by post (prepared post), on the 7th (seventh) business day after posting.
- (c) In the case of communication by facsimile, on the sender receipt of transmission report which purports to confirm that the addressee has received such facsimile.

10. AMENDMENTS

- (a) This Memorandum may be amend or varied by mutual consent of both parties and such amendments of variation shall be in writing and signed by duly authorized representative of each UrFU and UTM.
- (b) Such agreed amendments or variation shall be part of this Memorandum.

IN WITNESS WHEREOF THE PARTIES HERE TO SET THEIR HAND THE DAY AND YEAR FIRST ABOVE WRITTEN:

Signed by and for and on behalf of
URAL FEDERAL UNIVERISTY

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PROF. VICTOR KOKSHAROV
RECTOR

Signed by and for and on behalf of
UNIVERSITI TEKNOLOGI MALAYSIA

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PROF. DATO' SERI IR. DR ZAINI
BIN UJANG
VICE CHANCELLOR

3 0 MAY 2013