

This **Memorandum of Understanding** (hereinafter referred to as “**MoU**”) is executed

BETWEEN

UNIVERSITI TEKNOLOGI MARA an institution of higher learning established by the Universiti Teknologi MARA Act 1976 whose address is at the Canseleri Tuanku Syed Sirajuddin, Universiti Teknologi MARA, 40450 Shah Alam, Selangor, Malaysia and will include its lawful representatives and permitted assigns (hereinafter referred to as “**UiTM**”);

AND

NEAR EAST UNIVERSITY an institution of higher education, located at Near East Boulevard, 99138, Nicosia, Northern Cyprus-Mersin 10 Turkey, (Hereinafter referred to as singularly as “the Party” and collectively as “the Parties”)

- A. UiTM is an established university with a track record of educational excellence and research and with a dynamic programme of collaborative arrangements with many international counterparts.
- B. Near East University is the most comprehensive and equipped education institution in Cyprus, which raises individuals who become highly beneficial to their countries, moves forward with secure steps regarding science and technology production, has 20 faculties, 6 institutes, 5 colleges, 32 research centres, 196 undergraduate, 240 graduate and doctorate programs and over 28,000 students from 143 different countries.
- C. The Parties are desirous of entering this Agreement to declare their respective intentions and to establish a basis of cooperation and collaboration between the Parties upon the terms as contained herein.

HAVE REACHED AN UNDERSTANDING AS FOLLOWS::

ARTICLE 1: OBJECTIVE

The Parties, subject to the terms of this MoU and the laws, rules, regulations and national policies from time to time in force in each Party's country, will endeavour to form collaboration on the basis of equality and mutual benefits for the purposes mentioned in Article 2 below.

ARTICLE 2: AREAS OF COLLABORATION

- 2.1 Both parties agree to encourage the following activities, in particular, to promote industrial collaboration in the following areas:
- a) Organisation of symposia, conferences, short courses and meetings on issues of mutual interests;
 - b) Exchange of information pertaining to developments in teaching student development, research innovation and commercialisation;
 - c) Cooperation in any other areas as agreed to by the Parties from time to time;
 - d) Participation and exchange of information from each partner;
 - e) Access to the institution's services, facilities, technologies and knowledge;
 - f) subject to prior written approval for any use of the name, acronym, logo, official emblem, trademark (or any variation thereof), or intellectual property that is or is identified with or belongs to one Party, mutually promote information and activities of the other Party within the scope of the MoU on their respective websites; and
 - g) cooperation in any other areas as agreed to by the Parties from time to time.
- 2.2 For the purpose of implementing the collaboration in respect of any areas stated in paragraph 2.1 above, the Parties will from time to time enter into one or more legally binding agreements as the Parties deem fit subject to terms and conditions to be mutually agreed upon by the parties ("Definitive Agreement"). Such definitive agreements will address matters such as intellectual property rights, warranty/ liability etc

ARTICLE 3: FINANCIAL ARRANGEMENTS

This Agreement will not give rise to any financial obligation by one Party to the other and each Party will bear its own cost and expenses incurred and arising out of the preparation of this MoU.

ARTICLE 4: EFFECT OF AGREEMENT

This MoU serves only as a record of the Parties' intentions and does not constitute or create, and is not intended to constitute or create, obligations and will not be deemed to constitute or create any legally binding or enforceable obligations, express or implied.

ARTICLE 5: NO AGENCY

Nothing contained herein is to be construed 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. Neither Party will have any right, power, or authority to enter into any contract, commitment or agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. Nothing to this MoU will prevent the Parties from contracting with any third Parties on a similar basis with regards to the subject matter of this MoU.

ARTICLE 6: ENTRY INTO EFFECT AND DURATION

- 6.1 This MoU will become effective as of the date of signatures of both Parties, or if the dates vary, then as of the date of the later signature ("**Effective Date**") and will remain in effect for a period of Three (3) years commencing from the Effective Date ("**Initial term**").
- 6.2 Upon the expiry of the Initial term, the MoU may be further extended for such further period as may be agreed in writing by both Parties and on the terms to be mutually agreed between the Parties.

ARTICLE 7: REVISION, VARIATION AND AMENDMENT

- 7.1 Either Party may request in writing a revision, variation or amendment of this MoU. Any such revision, variation or amendment agreed to by the Parties will be in writing and will form part of this MoU.
- 7.2 Any revision, variation or amendment will not prejudice the implementation of any project, activity or collaboration arising from or based on this MoU before or up to the date of such revision, variation or amendment unless otherwise agreed by both Parties.

ARTICLE 8: TERMINATION

This MoU may be terminated by either party for any reason whatsoever by serving a minimum of Thirty (30) days written notice to the other Party.

ARTICLE 9: NOTICE

Any communication under this agreement 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 UiTM or NEU, 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 other Party. Unless otherwise provided herein, it will be deemed to have been received three (3) days after being duly deposited in the post office or by facsimile upon successful transmission as evidenced by a transmission report.

UiTM:

Address : Universiti Teknologi MARA
40450 Shah Alam, Selangor, Malaysia

Attention : Ts. Dr. Ali Ahmed Suliman Bader
Senior Lecturer, School of Civil Engineering
College of Engineering

Tel. ☎ +60187616021

Fax ☎ 03-5543 5160

e-mail : Ahmed@uitm.edu.my

NEAR EAST UNIVERSITY:

Address : Near East Boulevard, 99138, Nicosia, Northern Cyprus-Mersin 10 Turkey

Attention : Assoc. Prof. Dr. Shaban Ismael Albrka

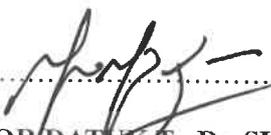
Tel. : +905428880237

Fax : -

e-mail : Shabanismael.albrka@neu.edu.tr

[End of Terms and Conditions]

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands and seals the day and year first above written.

<p>Signed By</p> <p>For and on behalf of</p> <p>UNIVERSITI TEKNOLOGI MARA, MALAYSIA</p> <p></p> <p>.....</p> <p>PROFESSOR DATUK Ts. Dr. SHAHRIN BIN SAHIB @ SAHIBUDDIN, FASc Vice Chancellor Universiti Teknologi MARA</p> <p>Date:</p> <p>Witnessed by:</p> <p></p> <p>.....</p> <p>PROFESSOR Ir. Ts. Dr. Hj. HAMIDAH MOHD SAMAN Assistant Vice Chancellor College of Engineering Universiti Teknologi MARA</p> <p>Date:</p>	<p>Signed By</p> <p>For and on behalf of</p> <p>NEAR EAST UNIVERSITY, TURKEY</p> <p></p> <p>.....</p> <p>PROFESSOR Dr. MUSTAFA KURT Vice Rector</p> <p>Date:</p> <p>Witnessed by:</p> <p></p> <p>.....</p> <p>PROFESSOR Dr. HÜSEYİN GÖKÇEKUŞ Dean of Faculty of Civil and Environmental Engineering</p> <p>Date:</p>
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