



UMS
UNIVERSITI MALAYSIA SABAH



MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITI MALAYSIA SABAH

AND

YILDIZ TECHNICAL UNIVERSITY

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the "MoU) is dated this day of 2022

BETWEEN

UNIVERSITI MALAYSIA SABAH an institution of higher learning established under the University Colleges Act 1971 located at Jalan UNIVERSITI MALAYSIA SABAH, 88400, Kota Kinabalu, Sabah, Malaysia (hereinafter referred to as "UMS"), of the one part;

AND

YILDIZ TECHNICAL UNIVERSITY whose address is at Yıldız Kampüsü; Barbaros Bulvarı 34349 Yıldız-Istanbul, **TURKEY** (hereinafter referred to as "YTU"), of the other part.

UMS and YTU shall hereinafter refer to singularly as "the Party" and collectively as "the Parties".

WHEREAS:

- A. UMS is an established University which strives to enhance and strengthen its academic cooperation and has taken various initiatives to complement its educational excellence. UMS has entered into various collaborative arrangements with other parties to enhance its academic cooperation.
- B. YTU is a Public Higher Educational Institution that aims to develop and strengthen its university's cultural and educational cooperation and ties with foreign universities and institutions. The parties hereby agree to enter into this MoU to declare their respective intentions and to establish a basis of co-operation and collaboration between the Parties upon the terms as contained herein.

THE PARTIES 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 their respective countries, will endeavour to strengthen, promote and develop academic and research co-operation between the Parties on the basis of the equality and mutual benefit.

ARTICLE 2

AREAS OF CO-OPERATION

1. Each Party will, subject to the laws, rules, regulations and national policies from time to time in force in their respective countries, endeavour to take necessary steps to encourage and promote co-operation in the following areas:
 - (a) exchange of students;
 - (b) exchange of experts and staff;
 - (c) exchange of information on research activities and publications;
 - (d) joint research projects in areas of mutual interest;
 - (e) participation in seminars or conferences organized by either institution; and
 - (f) any other areas of co-operation to be mutually agreed upon by the Parties.
2. For the purpose of implementing the co-operation in respect of any areas stated in paragraph 1 the Parties will enter into a legally binding agreement subject to terms and conditions as mutually agreed upon by the Parties.

ARTICLE 3

FINANCIAL ARRANGEMENTS

1. This MoU will not give rise to any financial obligation by one Party to other.
2. Any other activities that involve cost and financial implications will be discussed further by the Parties.

ARTICLE 4
EFFECT OF MEMORANDUM OF UNDERSTANDING

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 under domestic or international 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 5
ENTRY INTO EFFECT AND DURATION

1. This MoU will come into effect on the date of signing and will remain in effect for a period of five (5) years unless terminated by either Party by giving six (6) months notice in writing.
2. This MoU may be extended for a further period subject to mutual agreement in writing by the Parties.
3. The termination of this MoU will not affect the implementation, where practicable, of on-going activities/programs, which have been agreed upon prior to the date of termination of this MoU.

ARTICLE 6
NOTICES

Any communication under this MoU 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 UMS and YTU, as the case may be, shown below or to such either 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.

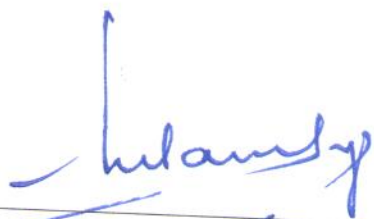
To UMS : Prof. Datuk ChM. Ts. Dr. Taufiq Yap Yun Hin
Vice-Chancellor
Universiti Malaysia Sabah
Tel : 6088-320000 ext 104310
Fax : 6088-320126
E-mail : pavcums@ums.edu.my

To YTU : Prof. Dr. Tamer Yılmaz
Rector
Yildiz Technical University
Tel : +902 12 383 7070
Fax : +902 12 261 4360
E-mail : tyilmaz@yildiz.edu.tr

[next page is execution page]

IN WITNESS WHEREOF the parties hereto have executed this MoU in two (2) identical copies to one and same effect on the day and year first above written.

For and on behalf of
UNIVERSITI MALAYSIA SABAH



Prof. Datuk ChM. Ts. Dr. Taufiq

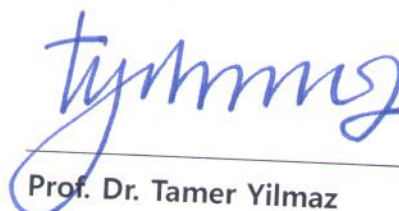
Yap Yun Hin

Vice-Chancellor

Universiti Malaysia Sabah

Date: 13/06/2022

For and on behalf of
YILDIZ TECHNICAL UNIVERSITY



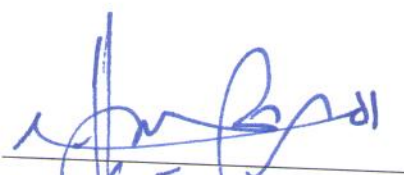
Prof. Dr. Tamer Yilmaz

Rector

Yildiz Technical University

Date: 13/06/2022

In the presence of:



Prof. Dr. Rasid Mail


Deputy Vice-Chancellor

(Academic and International)

Universiti Malaysia Sabah

Date: 13/06/2022

In the presence of:



Prof. Dr. K. Nur Bekiroglu

Vice-Rector

Yildiz Technical University

Date: 13/06/2022