

MEMORANDUM OF AGREEMENT

BETWEEN

UNIVERSITI SAINS MALAYSIA

AND

UNIVERSITY OF SISTAN AND BALUCHESTAN

THIS MEMORANDUM OF AGREEMENT (hereinafter referred to as "MoA") is made this _____ day of _____ 2019.

BETWEEN

UNIVERSITI SAINS MALAYSIA, a public institution of higher learning incorporated under the Universities and University Colleges Act 1971 and for the purpose of this MoA is represented by the Centre for Research on Women and Gender (KANITA) with its main campus at 11800 USM, Penang, Malaysia (hereinafter referred to as "USM"), of the one part;

AND

UNIVERSITY OF SISTAN AND BALUCHESTAN, a university under the auspices of Ministry of Science, Research and Technology, Islamic Republic of Iran, officially established in 1974 and for the purpose of this MoA is represented by the Faculty of Social and Political Science, whose principal address is at Daneshgah Blvd., Zahedan P.O.Box 98135-987, Islamic Republic of Iran (hereinafter referred to as "USB"),

USM and USB shall hereinafter referred to collectively as "Parties" and individually as a "Party".

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 from among its staff members, USM has entered into various collaborative arrangements with other parties in its effort to enhance its research contents and strengthen its industrial networking.
- B. USB plays a central role in promoting qualitative education and research in South-Eastern regions of the Islamic Republic of Iran. Internationally, the university has collaborations with several distinguished institutions for joint teaching and research, mainly in postgraduate programs. Research is taken as a serious mission by the USB. Currently, the university has a number of joint research projects with other universities and organizations, as well as, with the industry. As the most comprehensive institution, the USB is committed to fulfill the ever increasing scientific needs of the province and the region.

- C. Following discussions between USM and USB, the Parties wish to establish collaboration and explore opportunities to develop, support and enrich the research activities, educational programs and training in their respective fields of expertise, thus creating synergistic benefits to both Parties.
- D. In achieving the abovementioned objectives, the Parties are desirous of formalizing this collaboration by entering into this Agreement subject to the terms and conditions as stipulated herein.

NOW IT IS HEREBY AGREED as follows:

1. Purpose of this MoA

USM and USB will endeavor to assist and support each other in the collaboration for the projects that mutually benefit both Parties, among others:

- i. Exchange of scientific materials, academic publications and scholarly information;
- ii. Joint investigations effort into women and local governance in Asia and developing countries;
- iii. Joint participation in the international seminar, conference and workshop;
- iv. Mutual visits of professors, researchers and experts to exchange ideas in various fields of interest to both Parties;
- v. Electronic education (E-learning) through creation of web and video based courses/programs in order to enhance mutual graduate and undergraduate educations;
- vi. Mutually identified joint research project; and
- vii. Any other projects that shall be mutually identified and agreed by both Parties at a later stage.

2. Confidentiality

- 2.1 Neither Party shall at any time disclose to any other third party, any Confidential Information of the Parties, acquired pursuant to this MoA without the written consent of the other Party;
- 2.2 For the purpose of this MoA, "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 MoA; that is conveyed by the disclosing party to the receiving party, in written, oral, digital, magnetic, photographic and/or whatsoever forms;
- 2.3 No Party shall publish or otherwise make public the contents of this MoA and any Confidential Information made available to each other without the prior written consent of the other Party;
- 2.4 Ownership of any research findings and the intellectual property including copyright, trademarks, industrial designs and patents shall be registered to the mutual acceptance of all the Parties and any publications regarding the same shall only be possible after prior approval of the Parties.

3. Obligations of the Parties under the MoA

- 3.1 In consideration of the covenants herein, the Parties agree that they shall have joint obligations as follows:
- i. Initiate, plan, and execute joint publication activities;
 - ii. Initiate, plan and execute preparation of joint research proposals;
 - iii. Execute project that has successfully been jointly obtained;
 - iv. Jointly plan and coordinate academic activities and exchange; and
 - v. Jointly work towards the acquisition of funds to execute planned activities.
- 3.2 It is hereby agreed that each Party shall be responsible for its own costs in relation to the carrying out the programmes unless otherwise agreed in writing by both Parties;
- 3.3 All individuals on exchange under this MoA shall be subject to the laws of the host institution's country and the legislation, in whatever form, governing the affairs of the host institution;
- 3.4 Further details of the specific conditions other than hereby described shall be worked out through ad-hoc mutual consultation.

4. Validity and Renewal of the MoA

- 4.1 This MoA is valid and shall remain in effect for five (5) years from the date of this MoA. Either Party may terminate this MoA by giving three (3) month's written notice to the other Party. Notwithstanding the expiry or the earlier termination of this MoA, the obligations of the Parties in clause 2 herein shall remain binding on the Parties for a period of five (5) years from the expiry or the earlier termination of this MoA (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 4.2 herein;
- 4.2 This MoA may be renewed upon the mutual agreement of both Parties.

5. Right to Publish

The data and information accruing from this MoA, which are of academic importance for the enrichment of knowledge, may be published by USM and USB in accordance with USM's and USB's respective policies.

6. Relationship of the Parties

Nothing in this MoA shall be construed as establishing or creating a partnership or a relationship of master and servant between any of the Parties hereto or as constituting any party as an agent or representative of the other Party for any purpose or in any manner whatsoever.

7. Termination

- 7.1 If USM and USB as the case may be commits any of the conditions stated herein, then, the aggrieved Party shall be entitled to terminate this MoA by serving a notice to that effect:
- i. Either Party becomes insolvent or is unable to pay its debts when due or admits in writing its inability to pay its debts; or
 - ii. Either Party enters any arrangement or composition with its creditors generally, or a receiver or manager is appointed; or
 - iii. Either Party goes into liquidation or passed a resolution to go into liquidation, otherwise than for the purpose of reconstruction; or
 - iv. Either Party fails to comply with any of the obligations under this MoA.

- 7.2 The notice to terminate shall not be less than twenty one (21) days, save for in the case of sub-clause 7.1 (iv), whereby the notice to terminate shall take effect only after either party first giving twenty one (21) days' notice in writing to the other party to remedy a default, and where such default is not remedied within that period, upon giving not less than further twenty one (21) days' notice of termination;

8. Force Majeure

Both Parties shall not be held liable for delays or failures to perform that result from events or circumstances beyond the reasonable control of either Party and in particular, any failure by either to carry out its obligations as set out in this MoA.

9. Public Statement

Both Parties agree that no public statement shall be made on this MoA, or in relation to any products, processes or inventions developed as a result of this MoA unless approved first by both Parties.

10. Variation

The terms stipulated in this MoA 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.

11. Dispute Resolution

The Parties agree that all disputes arising pursuant to this MoA shall be resolved by way of negotiations and discussions and with a view to an amicable settlement and mutual benefit of both Parties.

12. Notices

Any notice or communication between the Parties shall be delivered to the address, as first set out in this MoA.

13. 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.

14. Name, Official Emblem and Logo

- 14.1 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;

- 14.2 Any use of the Brand Materials for the purposes stated in clause 14.1 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.

15. Mutual Cooperation and Relationship

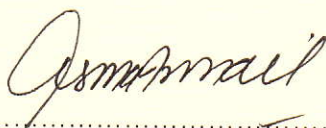
The Parties realize that it is not feasible to adequately foresee and address every issue involving the collaboration of the Parties herein. Hence the Parties shall use their best endeavors to realize their expertise in carrying out the steps and measures necessary for

furthering their mutual interest under this MoA in accordance with the spirit of close cooperation and mutual assistance.

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IN WITNESS WHEREOF, both Parties have executed this Memorandum of Agreement on the year and date first above written:

Signed by
For and on behalf of
UNIVERSITI SAINS MALAYSIA



.....
Prof. Datuk Dr. Asma Ismail, FASc
Vice-Chancellor

Signed by
For and on behalf of
**UNIVERSITY OF SISTAN AND
BALUCHESTAN**



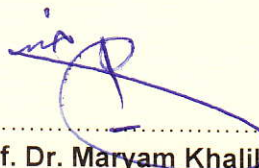
.....
Prof. Dr. Gholamreza Rezaei
Rector

In the presence of/Witnessed by:



.....
Prof. Dr. Noraida Endut
Director
Centre for Research on Women and
Gender (KANITA)

In the presence of/Witnessed by:



.....
Prof. Dr. Maryam Khalili Jahantigh
Dean
Faculty of Literature and Humanities