



**MEMORANDUM OF UNDERSTANDING
BETWEEN
HACETTEPE UNIVERSITY
AND
UNIVERSITI SAINS MALAYSIA**

Under this Memorandum of Understanding (MoU), Hacettepe University, Ankara/Türkiye and Universiti Sains Malaysia, with its main address at Level 6, Chancellery Building, Universiti Sains Malaysia, 11800 USM, Pulau Pinang, Malaysia (hereinafter, referred to as the Parties), agree to collaborate within the boundaries of each country's domestic legislations and their capabilities.

**Article 1
AIM**

Based on the terms set out in the following articles, with this Memorandum of Understanding the Parties aim to promote and develop bilateral cooperation and mutual understanding.

**Article 2
FORMS OF COOPERATION**

- a. Promoting joint research involving exchange of faculty members and research assistants.
- b. Developing student exchange programs and/or dual diploma programs in accordance with the legislations of the home countries of the Parties.
- c. Exchanging academic research data and technical material.
- d. Collaborating for publication and/or cultural activities.
- e. Organizing joint academic and scientific activities such as conferences, seminars, symposiums and congresses, etc.

Article 3
GENERAL PROVISIONS

- a. Scientific and educational collaboration in areas of mutual interest shall be carried out on the basis of the principles of equality and reciprocity.
- b. Exchanges to be carried out as part of joint research shall be planned separately considering each Party's capabilities and conditions, and the rules and procedures of the exchange program shall be determined under an additional protocol to be concluded by the Parties.
- c. Academic exchanges referred to above shall be confined to the legislations and the budgetary resources of the concerned Party's home country.
- d. This MoU does not create any binding financial obligations for either Party.
- e. Signing of this MoU shall not cause any obligation for either Party to enter into any specific agreement relating to the collaboration between the two Parties.
- f. In the execution of this MoU the Parties are bound by the respective domestic laws of their home countries. The Parties are also responsible for obtaining the required in-house or similar approvals in accordance with the legislations they are bound by.

Article 4
INTELLECTUAL PROPERTY RIGHTS

In cases where collaborative activities carried out within the scope of this MoU are expected to yield intellectual property rights, prior to the start of the joint project, the Parties shall conclude an additional protocol to determine the regulation of intellectual property rights.

Article 5
PROTECTION OF PERSONAL DATA

Personal data will only be used and processed within the confines of the present MoU and its related executive protocols, and with full respect to the concerned individual's personality rights, right to privacy and personal data protection rights as well as fundamental rights and freedoms, and the principle of respect for human dignity. Concerning the use and processing of personal data, the Parties are bound by the relevant regulations enshrined in their home country's laws and are liable for obtaining the necessary consent as required by the relevant legislations that they are subject to.

Article 6
INSURANCE

Researchers sent by one of the Parties to the other are required to have both health and accident insurances. Such insurance may be provided either by their home institution in accordance with their own regulations or may be acquired by the concerned individual from an insurance agency that would issue an insurance policy providing coverage on risks concerning the above-mentioned matters.

Article 7
REPRESENTATIVE APPOINTMENT

Each Party shall have the right to appoint a representative who is to act as a contact person and who will follow up on matters related to execution. Each party shall notify the other about the representative appointment, and if one of the Parties changes its representative, it shall notify the other Party with a written notice within one week.

Article 8
CONFIDENTIALITY OF INFORMATION

Whether oral or written, the Parties undertake to maintain the confidentiality of the information available to them arising from their collaboration and/or coordination under this MoU, and they shall not disclose this information to third parties or persons without the prior written consent of the other Party unless they are required by a court decision or by the legal regulations that the Parties are subject to. Confidentiality provisions shall continue to be enforced for a period of five years from the date of the expiration or invalidation of the MoU for any reason.

Article 9
PUBLICATION AND NEWS

Any news and/or publications regarding joint projects and research resulting from activities carried under this MoU shall not be published in any milieu (visual, audio, print, digital, social media, etc.) without the mutual written consent of the Parties.

Article 10
DURATION AND AMENDMENTS

This MoU shall remain in effect for 5 (five) years starting from the date of entry into force. This MoU can be extended for another 3 (three) years with the written and signed consent of the Parties. The provisions of this MoU and its additional protocols can be amended with the mutual and written consent of the authorized representatives of both Universities. The additional protocols and/or amendments will not be valid unless they are written and mutually signed.

Article 11
TERMINATION OF THE MoU

If either of the Parties decides to terminate this MoU, it should notify the other Party 6 (six) months in advance by sending a written notice to the addresses specified in Article 12. In such a case of termination, ongoing projects shall be completed.

Article 12
NOTIFICATION AND ADDRESSES

The addresses specified below shall be accepted as the official notification addresses of the Parties and only the notifications sent to these addresses shall be valid. The Party whose

notification address has changed shall notify the other of the new address in writing within 15 (fifteen) days. Otherwise, the notification made to the latest address that was provided in written form shall be valid.

Hacettepe University:
Hacettepe Üniversitesi Rektörlüğü
Sıhhiye/Ankara, TÜRKİYE
Tel: +90 312 305 10 01
E-mail: protocols@hacettepe.edu.tr

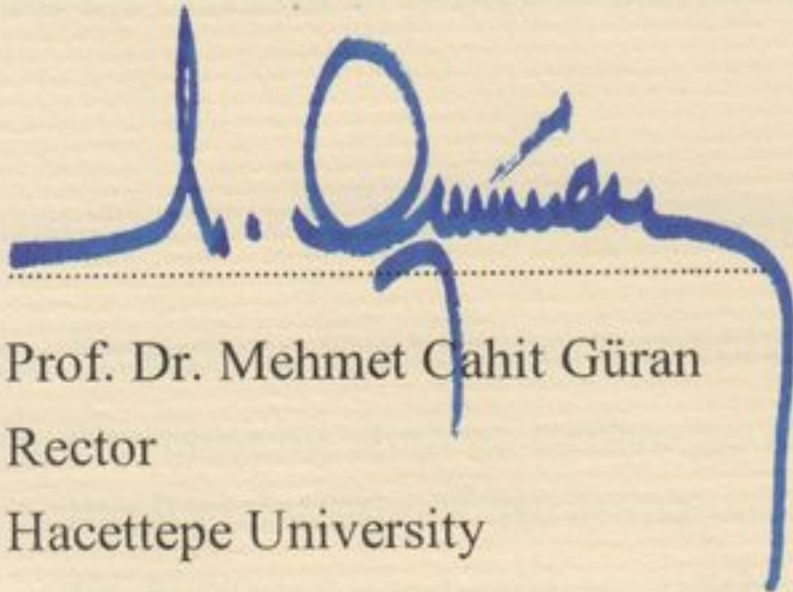
Universiti Sains Malaysia
Level 6, Chancellery Building,
Universiti Sains Malaysia, 11800
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Tel: + 604-599 6177.
E-mail: vc@usm.my

Article 13 DISPUTE RESOLUTION

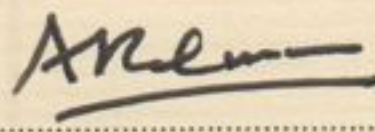
The Parties shall try to resolve their disputes arising from the interpretation and/or implementation of the MoU in question first through bilateral talks. If this method fails, Ankara Courts and Enforcement Offices shall have the authority to resolve concerned dispute.

Article 14 ENFORCEMENT

This MoU is prepared in English and Turkish, with two original copies from each, which are equivalent of each other in terms of validity, and shall enter into force upon the completion of the signatures by the authorized representatives of both Parties.



Prof. Dr. Mehmet Cahit Güran
Rector
Hacettepe University



Prof. Dato' Seri Ir. Dr. Abdul Rahman
Bin Mohamed, *FASc*
Vice-Chancellor
Universiti Sains Malaysia

Date:
07.01.2025

Date: 14/11/24