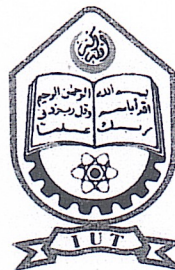




UTM
UNIVERSITI TEKNOLOGI MALAYSIA



**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNIVERSITI TEKNOLOGI MALAYSIA
AND
ISLAMIC UNIVERSITY OF TECHNOLOGY,
BANGLADESH**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the "**MoU**") is made and entered into this 20 January of2022.

between

UNIVERSITI TEKNOLOGI MALAYSIA, a public university established under the Universities and University Colleges Act, 1971 and for the purpose of this MoU is represented by **SCHOOL OF MECHANICAL ENGINEERING** (hereinafter referred to as "**UTM**"), having its address at Universiti Teknologi Malaysia 81310 UTM Skudai, Johor Darul Ta'zim of the one part;

And

Islamic University of Technology, Gazipur Bangladesh, a subsidiary organ of Organisation of Islamic Cooperation (OIC) (Formerly Islamic Centre for Technical and vocational Training and Research-ICTVTR renamed as Islamic Institute of Technology-IIT, vide resolution number 27/22-EC adopted in the 22nd Session of the ICFM held on 10-11 December 1994 and again renamed as Islamic University of Technology-IUT vide resolution no: 48/28-E adopted in the 28th session of the ICFM held on 25-27 June 2001) established in 1981,

Islamic University of Technology that is represented by **DEPARTMENT OF MECHANICAL AND PRODUCTION ENGINEERING** (hereinafter referred to as "IUT") having its address is at K B Bazar Rd, Dhaka 1704, Bangladesh of the other part;

UTM and IUT shall hereinafter collectively be referred to as "Parties" and individually as "Party".

WHEREAS:

- A. **UTM** is an innovation-led and graduate focused Research University which strive with total and unified effort to attain excellence in engineering, science and technology for universal peace.
- B. **IUT** is an engineering university with a vision to become a leading University of Science, Engineering and Technology in the World. IUT as an international educational and research institute offering a wide range of under-graduate and post-graduate academic programs conducted in the fields of engineering, BBA in Technology Management and Teacher Training under TVET program.
- C. The parties realize –
 - (i) the potential of research and development in the growth of the nations and for Muslim ummah;
 - (ii) the role of research within the related field in the expansion of knowledge and capacity building;
 - (iii) the impact of good teaching and learning capability and facilities for the development of students and university; and
 - (iv) the parties further believe that the co-operation and collaboration will be of benefit to both parties.
- D. 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.
- E. 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 endeavor to strengthen, promote and develop co-operation between the Parties on the basis of equality and mutual benefit.

NOW THEREFORE, the Parties hereby agree on the following terms of understanding:

ARTICLE 1: GENERAL AREAS OF COOPERATION AND COLLABORATION

- 1.1 Each Party will, subject to the laws, rules, regulations and national policies from time to time in force, governing the subject matter in their respective countries, endeavor to take necessary steps to encourage and promote co-operation in the following areas, but not limited to:-
- 1.1.1 Collaborative research projects;
 - 1.1.2 Collaborative students supervision projects;
 - 1.1.3 Students and Staff exchange;
 - 1.1.4 Joint conferences and seminar;
 - 1.1.5 Exchange information and publication;
 - 1.1.6 Sharing of research facilities between universities;
 - 1.1.7 Laboratory Facilities development
 - 1.1.8 Any other activities which are mutually agreed by both parties in future.
- 1.2 The term of such mutual cooperation of each programme and activity enumerated above are not exhaustive and the parties may agree to include such other programmes or activities as may be necessary and identified later which shall be mutually discussed and agreed upon in writing by both parties prior to the initiation of the particular programme or activity and such shall be negotiated as required.

ARTICLE 2: FINANCIAL ARRANGEMENTS

- 2.1 This MoU will not give rise to any financial obligation by one party to other.
- 2.2 Any financial matter related to implementing the agreement referred to in this MoU will be negotiated by both universities and agreed to it in a written document prior commencing the activities.
- 2.3 For the purpose of implementing the co-operation in respect of any areas stated in article 1.1, the parties will enter into legally binding agreement subject to terms and conditions as mutually agreed upon by the parties.

ARTICLE 3: DURATION AND TERMINATION

- 3.1 This MoU shall commence on the date of execution of the same and shall remain in force for duration of five (5) years and shall continue to remain in force by mutual agreement between the parties.
- 3.2 Each party may to terminate this MoU by providing six (6) months notice in advance to the other party. Upon termination, each party accordingly shall return any documents retained by the same to its original owner.

ARTICLE 4: RELATIONSHIP BETWEEN THE PARTIES

- 4.1 Nothing contained herein shall be construed so as to constitute a joint venture partnership or formal business organisation or any kind between the parties or so to constitute either party as the agent of the other.
- 4.2 Notwithstanding any obligations of the parties constrained herein, this MoU serves only as a record of the parties' intentions and except in relation to Articles 4 and Article 5 herein, 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.
- 4.3 Unless otherwise agreed in writing, Parties shall not transfer or assign all or any of their rights, obligations, interest or benefits hereunder to any third party.
- 4.4 Each Party reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this MoU which suspension shall take effect immediately after notification has been given to the other Party.
- 4.5 The terms stipulated in this MoU 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.

- 4.6 Further agreement concerning any programmes shall be entered into prior to the commencement of the activities or programmes. Such agreement shall not become effective until they have been reduced into writing, approved and executed by the duly authorized representatives of the parties.
- 4.7 The co-operation, pursuant to this MoU, shall be managed by a Steering Committee consisting of at least two (2) representatives from each Party. The Steering Committee shall review regularly the progress of co-operation under this MoU.

ARTICLE 5: CONFIDENTIALITY

- 5.1 Each Party shall undertake to observe the confidentiality and secrecy of documents, information and other data received from or supplied to, the other Party during the period of the implementation of this MoU or any other agreements made pursuant to this MoU.
- 5.2 For purposes of paragraph 5.1 above, such documents, information and data include any document, information and data which is disclosed by a Party (the Disclosing party) to the other Party (the Receiving party) prior to, or after, the execution of this MoU, involving technical, business, marketing, policy, know-how, planning, project management and other documents, information, data and/or solutions in any form, including but not limited to any document, information or data which is designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving party or if orally given, is given in the circumstances of confidence.
- 5.3 Both Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this MoU.

ARTICLE 6: INTELLECTUAL PROPERTY RIGHTS

- 6.1 The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations of the Parties and with other international agreements signed by both Parties.

- 6.2 The use of the name, logo and/or official emblem of any of the Parties on any publication, document and/or paper is prohibited without the prior written approval of either Party.
- 6.3 Notwithstanding anything in paragraph 5.1 above, the intellectual property rights in respect of any technological development, and any products and services development, carried out –
- (i) Jointly by the Parties or research results obtained through the joint activity effort of the Parties, shall be jointly owned by the Parties in accordance with the terms to be mutually agreed upon; and
 - (ii) Solely and separately by the Party or the research results obtained through the sole and separate effort of the Party, shall be solely owned by the Part concerned.

ARTICLE 7: GOVERNING LAW AND DISPUTE RESOLUTION

- 7.1 Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this MoU shall be settled amicably through mutual consultation and/or negotiations between the Parties, without reference to any third party.
- 7.2 Any consultation and/or negotiation for the settlement of dispute shall be governed by the laws of the country where such dispute arises.

ARTICLE 8: 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 **UNIVERSITI TEKNOLOGI MALAYSIA** or the **ISLAMIC UNIVERSITY OF TECHNOLOGY**, 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 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 which is duly acknowledged:

To UTM :

SCHOOL OF MECHANICAL ENGINEERING

UNIVERSITI TEKNOLOGI MALAYSIA

81310 UTM JOHOR BAHRU

JOHOR DARUL TA'ZIM

MALAYSIA

TEL : (+60) 7 - 55357035

FAX : (+60) 7 - 5566159

E-MAIL : skm-fe@utm.my

To IUT:

DEPARTMENT OF MECHANICAL AND PRODUCTION ENGINEERING,

ISLAMIC UNIVERSITY OF TECHNOLOGY,

DHAKA 1704,

BANGLADESH.

TEL : (+880)2-9291254-59 Ext: 3228/3226/3246

FAX : (+880)2-9291260

E-MAIL : vc@iut-dhake.edu

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IN WITNESS TO THIS MEMORANDUM OF UNDERSTANDING WHEREOF the Parties hereto have executed this MoU on the day and year first above written.

SIGNED by

SIGNED by

For and on behalf of
UNIVERSITI TEKNOLOGI MALAYSIA

For and on behalf of
ISLAMIC UNIVERSITY OF TECHNOLOGY



.....
Prof. Datuk Ts. Dr. Ahmad Fauzi Ismail
Vice-Chancellor



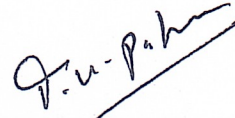
.....
Prof. Dr. Mohammad Rafiqul Islam
Vice Chancellor

In the presence of

In the presence of



.....
Assoc. Prof. Ir. Ts. Dr. Zaini Ahmad
Chair of School
School of Mechanical Engineering



.....
Prof. Dr. Md. Anayet Ullah Patwari
Head of the Department
Mechanical and Production Engineering

APPENDIX A

STEERING COMMITTEE

(Pursuant to Clause 4.7 of this MoU)

For UTM

1. Dr. Yaseen Adnan Ahmed

Senior Lecturer

School of Mechanical Engineering

Faculty of Engineering

Universiti Teknologi Malaysia

adnanahmed@utm.my

2. Dr Kang Hooi Siang

Institute for Vehicle System and Engineering (IVeSE)

Department of Deputy Vice-Chancellor (Research & Innovation)

Universiti Teknologi Malaysia

kanghs@utm.my

For IUT

1. Prof Dr. Anayet Ullah Patwari

Head of the Department

Mechanical and Production Engineering

Islamic University of Technology, Dhaka

Bangladesh

Email: apatwari@iut-dhaka.edu

2. Prof Dr. Mohammad Ahsan Habib

Head, Research, Extension, Advisory Services and Publications (REASP)

Islamic University of Technology, Dhaka

Bangladesh

Email: mahabib@iut-dhaka.edu