



## **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**UNIVERSITI MALAYSIA SARAWAK  
(UNIMAS)**

**AND**

**VOLGOGRAD STATE MEDICAL UNIVERSITY**



**This Memorandum of Understanding** (hereinafter referred to as “**MOU**”) is made on this *16 September 2021*.....

**BETWEEN**

**UNIVERSITI MALAYSIA SARAWAK** (hereinafter referred to as “**UNIMAS**”), an institution of higher learning established under the Universities and University Colleges Act 1971 whose address is at Universiti Malaysia Sarawak, 94300, Kota Samarahan, Sarawak, Malaysia, of the first part;

**AND**

**FEDERAL STATE GOVERNMENT-FUNDED EDUCATIONAL INSTITUTION OF HIGHER TRAINING “VOLGOGRAD STATE MEDICAL UNIVERSITY” UNDER THE MINISTRY OF HEALTH OF THE RUSSIAN FEDERATION** (hereinafter referred to as **FSGFEI HT VolgSMU MOH Russia**), whose address is at 1 Pavshikh Bortsov Sq., 400131, the city of Volgograd, Russia, and shall include its legal representatives and permitted assigns, of the first part;

**WHEREAS:-**

- A. **UNIMAS** is an established University which strives to enhance and strengthen its research capabilities and has taken various initiatives to complement its educational excellence. UNIMAS has entered into various collaborative arrangements with other parties to enhance research and academia.
- B. **FSGFEI HT VolgSMU MOH Russia** is a university with undoubted educational and research opportunities, cooperating with many partners to share experiences and expand academic ties;
- C. The Parties are desirous of entering 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.

**NOW THEREFORE** the Parties hereby have reached an understanding as follows: -



## **CLAUSE 1**

### **GENERAL AREAS OF CO-OPERATION**

1.1 Engagement shall be carried out, between UNIMAS and FSGFEI HT VolgSMU MOH Russia through such activities or programmes which include but not limited to:

- a) Exchange program for students, lecturers, researchers to conduct joint research, teaching and support continuing education;
- b) Collaborate in organizing joint research, traineeships, inspection and communication programme for students and graduates;
- c) Co-operate in international, seminars, conferences, and local organization survey; and
- d) any other areas of co-operation to be mutually agreed upon by the Parties.

1.2 The terms of such mutual assistance and the resources required for each programme and activity that is implemented under the terms of this MoU shall be mutually discussed and agreed upon in writing by both Parties prior to the initiation of the particular programme or activity.

1.3 The implementation of specific proposals shall be negotiated on a case by case basis and be dependent upon the availability of resources.

## **CLAUSE 2**

### **SCHEDULES**

2.1 All schedules, if any, referred to herein shall form part of this MoU and shall be taken, read, construed as an essential part of this MoU.



### **CLAUSE 3**

#### **DURATION OF THE MoU**

3.1 This MoU will come into effect on the date of last signature and will remain in effect for a period of **five (5)** years or until terminate by either Party with **six (6)** months written notice.

3.2 This MoU may be extended for a further period as agreed to in writing by the Parties by issuance to the other Party of a written notice signifying its intention to renew the MoU not less than **six (6)** months prior to the Expiry Date.

### **CLAUSE 4**

#### **FINANCIAL ARRANGEMENTS**

4.1 This MoU shall not give rise to any financial obligation by one Party to the other.

4.2 Each party shall bear its own cost and expenses in the implementation of this MoU.

### **CLAUSE 5**

#### **CONFIDENTIALITY**

5.1 The Parties undertake to observe confidentiality towards other Parties not concerned or connected with this MoU. Any confidential information disclosed to either Party pursuant to this MoU shall not without prior written consent of the other Party be disclosed to a third party or be used for any purpose not expressly permitted in writing by the other Party.

5.2 The confidentiality provisions apply to all Confidential Information exchanged in preliminary discussion and during negotiations relating to matters within the scope of this MoU. Both Parties agree to develop procedures for the disclosure and protection of their Confidential Information.



## **CLAUSE 6**

### **SETTLEMENT OF DISPUTES**

6.1 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 through diplomatic channels, without references to any third party or international tribunal.

## **CLAUSE 7**

### **NON - CONTRACTUAL NATURE OF RELATIONSHIP**

7.1 Save for Clause 3, the Parties agree that this MoU represents the mutual understanding of the Parties and is not intended nor shall be deemed to be a contract and shall not give rise to any rights and liabilities under a contract.

7.2 Nothing contained herein shall be construed so as 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.

7.3 The Parties acknowledge that this MoU does not in any way give rise to any right or permission to use or to be associated with each Party's intellectual property.



## CLAUSE 8

### NOTICES

8.1 Every notice, request or any other communication required or permitted to be given pursuant to this MoU shall be in writing and delivered personally or sent by registered or certified post or via air mail or via courier or facsimile or by e-mail (which shall be acknowledged by the other Party) to the Parties at their address and facsimile number as stated below:

To : **UNIVERSITI MALAYSIA SARAWAK**  
Address : UNIMAS Global  
Universiti Malaysia Sarawak, 94300 Kota  
Samarahan  
Sarawak, Malaysia  
Attn to : Assoc Prof Dr Shanti Faridah Salleh  
Director, UNIMAS Global  
Tel no. : +082 – 581000 / 581058  
Fax no. : +082 – 665088  
E-mail : sshanti@unimas.my

To : **FSGFEI HT VolgSMU MOH Russia**  
Address : 1 Pavshikh Bortsov Sq., 400131, the city of  
Volgograd, Russia  
Attn to : Dr. Vladimir V.Shkarin  
Chancellor (Rector)  
Tel no. : +7 – 8442 - 38-50-05  
Fax no. : +7 – 8442 – 38-30-28  
E-mail : post@volgmed.ru



## CLAUSE 9

### REVISION, VARIATION AND AMENDMENT

- 9.1 Either Party may request in writing a revision, variation or amendment of this MoU.
- 9.2 Any such revision, variation or amendment agreed to by the Parties shall be in writing and shall form part of this MoU.
- 9.3 Such revision, variation or amendment shall come into force on such date as may be determined by the Parties.
- 9.4 Any revision, variation or amendment shall not prejudice the implementation of any project, activity or co-operation arising from or based on this MoU before or up to the date of such revision, variation or amendment.

## CLAUSE 10

### SUPERVENING EVENTS

- 10.1 Each Party reserves the right for reasons of national security, national interests, 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.
- 10.2 Notwithstanding sub-clause 7.1, should any other event occur which hinders or restricts the implementation of this MoU, the Parties shall use their best endeavour to agree upon such action, as may be necessary and equitable, to remove the cause of such event.

\*\*\*\*\*(End of MoU)\*\*\*\*

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**IN WITNESS WHEREOF**, the undersigned, being duly authorised by their respective organisations, sign this MoU on the date as above written.

**Signed by**

Prof Datuk Dr Mohamad Kadim Suaidi ]  
 Vice Chancellor ]  
 For and on behalf of ]  
**Universiti Malaysia Sarawak** ]

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**In the presence of**

Prof Dr Ahmad Hata Rasit ]  
 Deputy Vice Chancellor ]  
 (Academic and International) ]  
**Universiti Malaysia Sarawak** ]

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**Signed by**

Dr. Vladimir V. Shkarin ]  
 Chancellor (Rector) ]  
**For and on behalf of** ]  
**FSGFEI HT VolgSMU MOH Russia** ]

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**In the presence of**

Natalia A. Alshuk ]  
 Vice Chancellor ]  
 for international Students ]  
 Program and International ]  
 relations ]

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