

Memorandum of Understanding
between
CyberSecurity Malaysia
and
University of Isfahan (I. R. IRAN)

In furtherance of their mutual interest in the fields of education and research and as a contribution to increased international cooperation, the University of Isfahan (hereinafter referred to as "UI"), a state-operated university in Isfahan, established in 1946 and Registered by Ministry of Science, Research, and Technology under the national ID: 14003003440, located at Hezar Jarib Street, Isfahan 81746-73441, Iran, and CyberSecurity Malaysia (Company No. 200601006881 (726630-U)) (hereinafter referred to as "CSM") a company incorporated in Malaysia, having its registered office and principal place of business at Level 7, Tower 1, Menara Cyber Axis, Jalan Impact, 63000 Cyberjaya, Selangor Darul Ehsan, Malaysia have approved the following Memorandum of Understanding ('MoU'), effective from the date of execution.

(Hereinafter jointly referred to as the "Parties" and singularly as "Party".)

Article 1. Scope and Fields of Collaboration

1-1- The Parties decided to explore opportunities to potentially collaborate in the following relevant areas, amongst others:

- a) Exchange of information relating to their activities in capacity building and research in fields of cyber security such as in cryptography, cryptocurrency, mobile security, training, etc.;
- b) Promoting bilateral cooperation and successful implementation and delivery of projects in the area of cybersecurity;
- c) Endeavour to develop and implement a programme of research, personnel or student exchanges in accordance with the principles described below; alignment of the University of Isfahan programs with the Global ACE Certification to offer dual certifications for students to bring added values for their future career advancement;
- d) Jointly conduct the Global ACE Certification training programs and certified examinations enabling Isfahan University's close contacts such as students, alumni, lecturers and management;

- e) Holding joint seminars, study visits, conferences, and forums for the purpose of knowledge exchange and fostering of cooperation between the two organizations; and
 - f) Any other mutually agreed actions that the Parties will find to be of mutual benefit and that will support the delivery of the objectives outlined in this MoU and other Agreements.
- 1-2- It is decided that the terms and conditions of any agreed programme and activity contemplated in this MoU will be the subject matter of separate written agreements to be negotiated and agreed upon by both Parties and/or any third parties, wherever applicable. The decision whether to initiate and/or implement any programme or activity will be at the sole discretion of each Party.
- 1-3- The Parties acknowledge that in the absence of any specific subsequent agreement in writing to the contrary, each Party will be responsible for its costs and expenses in establishing and conducting programmes and activities contemplated under this MoU, including without limitation its costs and expenses in travel and accommodation.
- 1-4- The terms with respect to title and exploitation of intellectual property will be negotiated on a project-by-project basis in the specific project agreements and programmes of cooperation. Any intellectual property held by a Party prior to entering this MoU or disclosed or introduced in connection with this MoU and all materials in which such intellectual property is held, disclosed or introduced will remain the property of the Party introducing or disclosing it.

Article 2. Coordinator

The Parties agree to MoU designate, on behalf of each institution, within thirty (30) days of executing this MoU, a coordinator whose responsibility will be to supervise the execution of this MoU and to draw up programmes or activities to be implemented under this MoU, setting out specific provisions concerning the exchange programmes, budget requirements and other details of funding.

Article 3. Confidentiality

3-1-"Confidential Information" means and includes all unpatented inventions, ideas, know-how, concepts, trade secrets, processes, techniques, software, products and all other unregistered or unpatented intellectual property, financial and business information and all other commercially valuable information of the disclosing Party orally, in writing or by any other media. If the Confidential Information is disclosed verbally or by visual inspection, the disclosing Party will ensure that the receiving Party is made aware of the confidential nature of the information at the time of disclosure and written notice will be given of the proprietary and/or confidential nature of such information to the receiving Party within thirty (30) days of disclosure.

Confidential Information excludes, or as the case requires, ceases to include information, which is, or becomes:

- a. Available to the public at the date of its disclosure to the receiving Party;
- b. At the date of its disclosure to the receiving Party, already properly in the possession of the receiving Party in written form otherwise than by prior confidential disclosure from the disclosing Party;
- c. After the date of its disclosure to the receiving Party, available to the public from sources other than the receiving Party;
- d. After the date of its disclosure to the receiving Party, properly available to the receiving Party from;
- e. A third party having no obligation of confidentiality to the Disclosing Party;
- f. Demonstrated by the receiving Party to be independently developed by an employee or agent of the receiving Party having no knowledge of such information which is the subject of the disclosure; or
- g. Required to be disclosed by the law in both Malaysia and Iran

3-2-The Parties may exchange Confidential Information relevant to proposed projects.

3-3-Each Party undertakes to treat as confidential all Confidential Information obtained from the other Party and undertakes not to divulge any Confidential Information to any person without first obtaining the consent of the other Party in writing.

3-4-Each Party will take such reasonable steps to provide for the safe custody of any and all Confidential Information in its possession and to prevent unauthorized access thereto or use thereof.

3-5-At any time upon the written request of a Party, the other Party will return any documents which embody Confidential Information and will not keep any copies in any form.

Article 4. Duration and Termination

4-1-This MoU will take effect on and from the date of execution of this MoU and will continue to be effective for a period of three (3) years and may be extended for such further period as may be decided by the Parties in writing.

4-2-Notwithstanding Article 4.1 above, this MoU may be terminated by either Party giving written notice to the other at least six (6) months prior to the proposed date of termination.

4-3-Notwithstanding Article 4.2 above, the provisions of this MoU or any other written agreement in respect of any ongoing exchange programme or any other form of cooperative activity under this MoU will continue to apply until their completion unless both Parties mutually decide in writing to the earlier termination of the programme or cooperative activity.

4-4-The obligation of Confidentiality in Article 3 will survive the expiry or termination of this MoU.

Article 5. Publicity and Publication

The Parties will jointly coordinate all publicity statements and other disclosures relating to the existence or substance of this MoU. Neither Party may carry out any such publicity activities without the prior written consent of the other Party.

Article 6. Suspension of Collaboration

Notwithstanding anything contained in this MoU, both Parties have the right to suspend, in whole or in part, the implementation of this MoU by reason of national security, national interest, public order or public health or upon any instruction, decision or declaration made by any responsible authority, agency or ministry of their respective governments. Any such suspension will be effective immediately upon receipt by the receiving Party of a written notice in this connection.

Article 7. Legal Costs

Each Party will bear its own legal costs and disbursements of and incidental to the preparation of this MoU.

Article 8. Legality of MoU

8-1-Except for clauses 3 and 5, despite the statements and commitments expressed herein, this MoU is a non-binding expression of the current intentions of the Parties, and neither Party will incur nor be bound to any legal obligations or expense hereunder to the other Party until and unless definitive agreements have been negotiated, approved by the necessary management levels of each Party and executed and delivered by authorized representatives of both Parties.

8-2-All activities developed hereunder will be in accordance with all applicable rules and regulations of both Parties, and all applicable national and local laws, rules and regulations.

8-3- This MoU will be governed and construed under the Malaysian law. The Parties will consult with each other and attempt to resolve disputes or misunderstandings that arise in the administration of this MoU informally and amicably.

8-4-Any differences or disputes between the Parties concerning the interpretation, implementation, or application of any of the provisions herein will be settled amicably through mutual consultation or negotiation between the Parties through diplomatic channels, without reference to any third Party or international tribunal.

8-5-This MoU is not legally binding and is not intended to create any obligation as such. Domestic laws and regulations of the Parties remain superior to any commitments

created by this MoU.

8-6-This MoU, made in duplicate, is to be executed in English.

8-7-This MoU may be amended at any time by written mutual decision of the Parties.

8-8-A Party may not assign or delegate its duties, commitments, rights or interests howsoever arising pursuant to this MoU to a third party without the prior written consent of the other Party.

Article 9. Communications

The following individuals will act as representatives of the respective Parties in relation to the subject matter of this MoU. All notices hereunder will be directed to the below-named persons unless another addressee is hereinafter designated by written notice.

For the University of Isfahan:

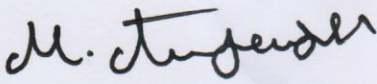
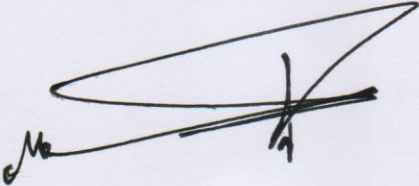
Name : Prof. Behrouz Tork Ladani
Address : Hezar Jarib Street, Isfahan 81746-73441, Iran
Telephone : +98 913 103 0210
Facsimile : -
E-mail : ladani@eng.ui.ac.ir

For CyberSecurity Malaysia:

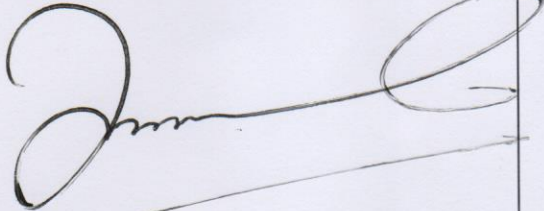
Name : Fazlan Bin Abdullah
Address : Level 9, Tower 1, Menara Cyber Axis, Jalan Impact, 63000 Cyberjaya
Telephone :
Facsimile : +603 8008 7000
E-mail : fazlan@cybersecurity.my

This Memorandum of Understanding was signed by the Parties in Cyberjaya, Selangor, Malaysia (City) on 17 Aban, 1403 (Iranian Calendar) corresponding to 7th November 2024 (Gregorian Calendar) in two original copies in Persian and English languages. All texts being equally authentic. In case of any divergence of interpretation, the English text will prevail.

UNIVERSITY OF ISFAHAN, IRAN:

<p>SIGNED BY Dr. Amir Yousefi for and on behalf of UNIVERSITY OF ISFAHAN, IRAN in the presence of:</p>	
<hr/> <p>Assoc. Prof. Dr. Mohsen Saraf Scientific & Counsellor of I.R. Iran In Malaysia</p>	

CYBERSECURITY MALAYSIA:

<p>SIGNED BY Dato' Ts. Dr. Haji Amirudin bin Abdul Wahab for and on behalf of CYBERSECURITY MALAYSIA in the presence of:</p>	
<hr/> <p>Fazlan Bin Abdullah Acting Head of Division Pre-emptive Services Division</p>	