

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**UNIVERSITI TEKNOLOGI MALAYSIA**

**AND**

.....  
*(full name of the Foreign University/Institute)*

**(ON .....**)

**UNIVERSITI TEKNOLOGI MALAYSIA** (hereinafter referred to as “UTM”), an institution of higher learning established under the Universities and University Colleges (Amendment) 2009 [Act A1342] whose address is at Skudai, 81310, Johor, Malaysia and shall include its lawful representatives and permitted assigns; **AND THE** .....*(full name of the Foreign University/Institute)*..... (hereinafter referred to as “\*\*\*”), a ..... *(state legal status of Foreign University/Institute)* whose address is at ..... and shall include its lawful representatives and permitted assigns; (hereinafter referred to singularly as “the Party” and collectively as “the Parties”),

## WHEREAS

- A. Universiti Teknologi Malaysia is an established University which strives to enhance and strengthen its research activities and has taken various initiatives to compliment its educational excellence. UTM has entered into various collaborative arrangements with other parties to enhance its global networking;
  
- B. .... is an established ..... (*state nature of the core business/strength of the Foreign University/Institute*);
  
- C. The Parties are desirous of entering into this Memorandum of Understanding to declare their respective intentions and to establish a basis of co-operation and collaboration between the Parties upon the terms as contained herein.

**HAVE REACHED AN UNDERSTANDING** as follows:

## **ARTICLE I**

### **OBJECTIVE**

The Parties, subject to the terms of this Memorandum of Understanding and the laws, rules, regulations and national policies from time to time in force in each Party's country, will endeavour to strengthen, promote and develop academic and research co-operation between the Parties on the basis of equality and mutual benefit.

## **ARTICLE II**

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

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, endeavour to take necessary steps to encourage and promote co-operation in the following areas:
  - (a) joint activities and programs in other areas of mutual interest, where such sharing shall result in benefit to both Parties;
  - (b) student and/or academic and administrative staff exchanges;

- (c) exchange of publications, reports and other academic materials and information;
- (d) collaborative research activities;
- (e) exchange of publications, reports and other academic materials and information;
- (f) sharing of other activities and programmes in areas of mutual interest, where such sharing shall result in benefit to both Parties.
- (g) inviting each other, when appropriate, to participate in scientific discussions, visits and conferences; and
- (h) assisting each other in the relevant activities of research centers within respective institution ; and
- i) any other areas of co-operation to be mutually agreed upon by the Parties.

2. For the purpose of implementing the co-operation in respect of any areas stated in paragraph 1 the parties will enter into a legally binding agreement subject to terms and conditions as mutually agreed upon by the Parties including clauses on “confidentiality”, “suspension”, “protection of intellectual property rights” and “settlement of dispute” as contained in Annexure A2 of this Memorandum of Understanding.

## **ARTICLE III**

### **FINANCIAL ARRANGEMENTS**

1. This Memorandum of Understanding will not give rise to any financial obligation by one Party to other.
2. Each Party will bear its own cost and expenses in relation to this Memorandum of Understanding.

## **ARTICLE IV**

### **EFFECT OF MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding serves only as a record of the Parties' intentions and 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.

## **ARTICLE V**

### **NO AGENCY**

Nothing contained herein is to 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.

## **ARTICLE VI**

### **ENTRY INTO EFFECT AND DURATION**

1. This Memorandum of Understanding will come into effect on the date of signing and will remain in effect for a period of five (5) years.
2. This Memorandum of Understanding may be extended for a further period as may be agreed in writing by the Parties.

## **ARTICLE VII**

### **NOTICES**

Any communication under this Memorandum of Understanding 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 .....(*full name of the Foreign University/Institute*), 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 Universiti Teknologi Malaysia:**

Name :  
Designation :  
Address :  
Website :  
Email :  
Tel. :

**To (*Foreign University/Institute*):**

Name :  
Designation :  
Address :  
Website :  
Email :  
Tel. :

The foregoing record represents the understandings reached between the Universiti Teknologi Malaysia and the .....(*full name of the Foreign University/Institute*) .....upon the matters referred to therein.

Signed in duplicate at ..... on this ..... day of ..... in the year ..... in .....(.....) original texts, .....(.....) each in the English and ..... languages, all texts being equally authentic. In the event of any divergence of interpretation between any of the texts, the English text shall prevail.

**FOR THE  
UNIVERSITI TEKNOLOGI MALAYSIA**

**FOR THE .....  
(FOREIGN  
UNIVERSITY/INSTITUTE)**

.....

**Name  
Designation  
Date**

.....

**Name  
Designation  
Date**