



MEMORANDUM OF AGREEMENT

BETWEEN

UNIVERSITI UTARA MALAYSIA

AND

DATE: 2017

This Memorandum of Agreement (MoA) is made on the _____ 2017

BETWEEN

UNIVERSITI UTARA MALAYSIA, an Institution of Higher Learning and a body incorporated in Malaysia under the Universiti Utara Malaysia (Incorporation) Order 1984 and the Universities and University Colleges Act 1971, having an address at 06010 Universiti Utara Malaysia, Sintok, Kedah Darulaman, Malaysia (hereinafter referred to as "**UUM**") and shall include its lawful representatives and permitted assigns, of the one part;

AND

_____, an Institution of _____ incorporated in _____ under the _____ and having an address at _____ (hereinafter referred to as "**_____**") and shall include its lawful representatives and permitted assigns, of the other part.

(**UUM** and _____ hereinafter referred to singularly as "the Party" and collectively as "the Parties")

WHEREAS

It is the intention of the parties to cooperate by combining their expertise and their resources to conduct (state programme and attach programme structure as in **Appendix A**) hereinafter referred to as "the Programme") at _____.

1.0 REPRESENTATION AND WARRANTY

_____ represents and warrants to **UUM** that:

- a) it is _____ established under the _____;
- b) it has the corporate power to enter into and perform its obligations under this MoA and to carry out the transactions and business as stipulated by this MoA;

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- c) it has taken all necessary corporate actions to authorize the entry into and performance of this MoA and to carry out the transactions stipulated by this MoA;
- d) as at the execution date, neither the execution nor performance by it of this MoA nor any transactions contemplated by this MoA will violate in any respect any provision of:
 - i. University statutes and governing laws of _____ (for University); **(CHOOSE EITHER ONE)**
 - i. Its Memorandum and Articles of Association (for company); or
 - ii. any other document or agreement which is binding upon it or its asset;
- e) no litigation, arbitration, tax claim, dispute or administrative proceeding is presently current or pending or, to its knowledge, threatened, which is likely to have a material adverse effect upon it or its ability to perform its financial or other obligations under this MoA;
- f) this MoA constitutes a legal, valid and binding obligation of _____ and is enforceable in accordance with its terms and conditions; and
- g) it has necessary capability to undertake the responsibilities and acknowledges that **UUM** has entered into this MoA in reliance on its representations and warranties as aforesaid.

2.0 PROGRAMME STRUCTURE

The Programme structure is as per **Appendix A**. Any modifications(s), and/or change(s) and/or amendment(s) as thereby implemented and/or adopted from time to time, as the case may be based on the exigency and new infusion of curriculum(s) in the Programme.

3.0 MANAGEMENT OF THE PROGRAMME

- 3.1 **UUM** through its _____ will act as the secretariat for the Programme. _____ will act on behalf of _____
- 3.2 The Programme will be conducted at _____ which will be accredited by Malaysian Qualification Accreditation.

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- 3.3 The parties shall not at any time conduct any of the Programme, through the third party by means of delegating, contracting or assigning.
- 3.4 The parties at anytime shall abide by the rules and regulations as agreed upon before the commencement of the Programme.
- 3.5 The parties shall ensure that students who have been registered under the Programme shall remain in _____.
- 3.6 An audit visit for purpose of auditing shall be undertaken by UUM once a year and whatsoever costs, including transportation and accommodation as reasonably incurred or borne by the said auditor shall be reimbursed on the account of_____.
- 3.7 All admissions, registration and graduations procedures for the Programme shall be in accordance with UUM's Rules and Regulations.

4.0 UUM's OBLIGATIONS

UUM shall:-

- 4.1 conduct the Programme that is being offered at _____.
- 4.2 provide lecturers and class schedules for the Programme.
- 4.3 arrange and conduct the viva process of the research project of the Programme.
- 4.4 monitor and determine students' selection and admission that shall be registered as **UUM** students.
- 4.5 monitor and evaluate the quality of the Programme from time to time.
- 4.6 prepare assessment materials/final examinations questions.
- 4.7 appoint suitable Programme Coordinator amongst **UUM** academic staff member(s) to be stationed at _____ for the purpose of supervising, monitoring and evaluating the Programme.

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- 4.8 appoint suitable Course Coordinator amongst **UUM** academic staff member(s) to liaise with _____ counterpart. He is also responsible to supervise, monitor, and evaluate for quality control purposes.
- 4.9 To provide support to _____ in the conduct of lecturer, talks, and colloquiums as required for the Programme.
- 4.10 To provide support to _____ in the conduct of examinations required by the Programme.
- 4.11 issue the degree parchment/scroll for students upon graduation.

5.0 _____ **OBLIGATIONS**

_____ shall:-

- 5.1 ensure that the Programme is conducted on premises agreed by **UUM**.
 - 5.2 ensure that the Programme shall be on (a full or part time basis).
 - 5.3 arrange work permit and visa for **UUM**'s staff to be stationed at _____.
 - 5.4 provide premise, basic facilities and physical needs such as lecture room, library, computer laboratory, students' accommodation, dining hall, security room, prayer's room, examination hall, sports and recreation facilities suitable for the Programme.
- NOT IN DEROGATION from the above-mentioned, _____ shall cause and/or cause to make available personal internet facility(s) by procuring a high speed internet and/or any advance internet connectivity with **UUM**/_____ to the mutual and reciprocal benefit of staff from both institutions.
- 5.5 provide qualified teaching staff for the Programme subject to approval of **UUM**. Requirement criteria are as in **Appendix B**. _____ is to provide suitable training for the said staff.
 - 5.6 provide list of teaching staff and classifications such as lecturer, tutor, and or language teacher with information on qualifications

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to **UUM** one month before the commencement of each academic year/semester.

- 5.7 provide a suitable system for student's registration in the Programme as agreed by **UUM**.
- 5.8 make necessary arrangement for the purpose of examination.
- 5.9 appoint Chief Invigilator and invigilators from academic staff and examinations assistants, if needed.
- 5.10 print and pack examination questions and keep them in a safe place. Printing must be done in the presence of **UUM** personnel.
- 5.11 provide suitable accommodation, cost of living and cost of transportation for **UUM** staff.
- 5.12 keep proper student records and with latest updates, and always make available whenever required.
- 5.13 abide the need of student registration and courses as required by **UUM**.
- 5.14 be responsible for the discipline and attendance of students in the Programme.
- 5.15 appoint administrative and supporting staff for the administration of the Programme in _____.
- 5.16 administer admission and intake of students as stipulated by **UUM**.
- 5.17 make available appropriate teaching materials and facilities for the Programme and to conduct teaching activities as spelled out in **Appendix C**.
- 5.18 conduct all graduation ceremonies.

6.0 CONFIDENTIAL MATTERS

- 6.1 Each Party shall undertake to observe the secrecy of confidential information received from or supplied to the other Parties during the period of implementation of this MoA.

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- 6.2 For purposes of this MoA, "confidential information" means any information whether prior to or hereinafter disclosed by a Party (the Disclosing Party) to the other Parties (the Receiving Party) of this MoA involving technical, business, marketing, policy, know-how, planning, project management and other information, data and/or solutions in any form, including but not limited to any information 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.
- 6.3 All Parties agree that the provisions of this Clause shall continue to be binding between the Parties notwithstanding the termination of this MoA.

7.0 FINANCIAL ARRANGEMENT

_____ shall pay all stipulated fees for the Programme in _____ in the exact amount and time as agreed to by both parties as stipulated in **Appendix D**.

8.0 BANK/INSURANCE GUARANTEE

- 8.1 Before the MoA shall be executed, _____ shall deposit a sum of RM _____ (Ringgit Malaysia: _____) as a bank/insurance guarantee to **UUM** as a grant to fulfill their obligations and responsibilities under this MoA.
- 8.2 **UUM** has a right to claim this guarantee from the bank or insurance company in the case of any breach of the terms of contract by issuing a notice to the said bank or insurance company.
- 8.3 _____ should issue the draft policy for the said Bank Guarantee/Insurance Guarantee to **UUM** for agreement and endorsement before the said Guarantee is issued.
- 8.4 _____ shall ensure the bank/insurance guarantee remain valid and effective until _____ after the expiry of this MoA.
- 8.5 _____ shall ensure at all time the amount of the said bank/insurance guarantee shall be maintained and/or procured at RM _____ (Ringgit Malaysia: _____)

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notwithstanding the amount has depreciation upon crystallisation/ realisation of a portion of the same to answer for any breach and/or infractions of this MoA.

9.0 COMMENCEMENT AND DURATION

- 9.1 This MoA is effective from the date of document signed and shall remain in force for a period of _____.
- 9.2 The term may be reviewed or renewed subject to the written consent of both parties.

10.0 TERMINATION, REVISION AND AMENDMENT

- 10.1 This MoA may be terminated by either party by giving _____ written notice. Upon termination, each party shall continue its respective obligations, as elaborated under this MoA, until all the enrolled students under this scheme complete their studies.
- 10.2 Notwithstanding clause 11.1, this MoA may be terminated by giving _____ written notice if the other party does not comply with any terms of this MoA and fails to remedy it within _____ of stated notice.
- 10.3 Either Party may, from time to time, request in writing a revision, modification or amendment of all or any part of this MoA.
- 10.4 No revision, modification, amendment or waiver of any provisions of this MoA shall be effective unless made by mutual consent and made in writing by way Supplementary Agreement specifically referring to this MoA and duly signed by the parties.
- 10.5 Such revision, modification, amendment or waiver shall come into force on such date as may be determined by the Parties.

11.0 ENTIRE AGREEMENT

This MoA supersedes all previous agreements, arrangements, undertakings, negotiations and writings between the Parties relating to the subject matter hereof.

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12.0 INVALIDITY AND SEVERABILITY

- 12.1 If any provision of this MoA shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this MoA and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.
- 12.2 The terms or provision shall be deemed modified to the extent necessary in the court's opinion to render such terms or provision enforceable, and the right and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.
- 12.3 The parties hereby agree to attempt to substitute for any invalid or unenforceable provision that achieves to the greatest possible the economic, illegal and commercial objectives of the invalid or unenforceable provision.

13.0 NO AGENCY

Nothing contained herein shall be construed so as to constitute a joint venture partnership or formal business organization of any kind between the Parties or so to constitute either Party as the agent of the other.

14.0 FORCE MAJEURE

- 14.1 If either Party to this MoA is temporarily unable by reason of *Force Majeure* or the laws or regulations of Malaysia to meet any of its obligations under this MoA, and if such party gives to the other party written notice of the event within fourteen (14) days after such occurrence the obligations of the Party that it is unable to perform by reason of the event, shall be suspended for as long as the disabling situation continues. If *Force Majeure* event prevents either Party from performing its obligations for a period of thirty (30) days, either Party may terminate this MoA.
- 14.2 Neither Party shall be liable to the other Party for the loss and/or damages sustained by such other Party arising from any events referred to in this Clause 8 or delays arising from such event.

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- 14.3 The term "*Force Majeure*" as employed herein shall mean acts of God, strikes, lockouts or other industrial disturbances, wars, insurrection, epidemics, landslides, earthquakes, storm, lightning, floods, civil disturbances, explosions, and any other similar event not within the control of either party and which by the exercise of due diligence neither Party is able to overcome.

15.0 COMPETENT AUTHORITIES

The authorities responsible for the fulfillment of this MoA are the Vice Chancellor of **UUM** and _____ of _____.

15.0 SETTLEMENT OF DISPUTES

- 15.1 If any matter, dispute or claim arising out of or relating to the Agreement or the breach or termination hereof which cannot be agreed upon by the Parties or which cannot be settled amicably by the Parties, the matter, dispute or claim shall be referred to an arbitrator to be agreed between the Parties, and failing such agreement, to be nominated on the application of either party by the Director General of the Regional Centre for Arbitration in Kuala Lumpur and any such reference shall be deemed to be a submission to arbitration by meaning of the Arbitration Act 2005. The decision of the Arbitrator shall be final and binding on each of the Parties.
- 15.2 Any such arbitration shall be heard at the Kuala Lumpur Regional Centre for Arbitration using the facilities and systems available at the Centre.
- 15.3 The reference of any matter, dispute or claim to arbitration pursuant to this Clause and/or the continuance of any arbitration proceedings consequent thereto shall in no way operate as a waiver of the obligations of the parties to perform their respective obligations under this Agreement.

16.0 TIME

Time whenever mentioned shall be of the essence of this MoA.

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17.0 SCHEDULES, ATTACHMENTS, ANNEXURES, APPENDIXES

All schedules, attachments, annexures and appendices hereto shall be read, construed and formed part of this MoA.

18.0 STAMP DUTY AND COSTS

The stamps duty, if any, on this MoA, shall be borne by _____. The Parties shall bear its own costs and expenses for preparing approving and completing this MoA.

19.0 NOTICES

19.1 Any communication under this MoA 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 **UUM** or _____, 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 UTARA MALAYSIA**
Address : 06010 UUM Sintok, Kedah Malaysia
Attn. To : Vice Chancellor
Tel. No. : +604-9283000
Fax No. : +604-9283005
E-mail : vc@uum.edu.my

To : _____
Address : _____
Attn. To : _____
Tel. No. : _____
Fax No. : _____
E-mail : _____

19.2 It shall be the duty of the Parties to notify the other if there is a change of address or entity by giving a written notice within fourteen (14) days.

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IN WITNESS WHEREOF this MoA has been duly signed in duplicate at _____ on this _____ day of _____ in the year 2017 in four (4) original texts in the English language, all texts being equally authentic.

Signed for and on behalf of
UNIVERSITI UTARA MALAYSIA

Signed for and on behalf of

**PROF. DATO' SERI DR. MOHAMED
MUSTAFA ISHAK**
ViceChancellor

In the presence of

In the presence of

Head of PTJ

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