



MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITI UTARA MALAYSIA

AND

DATE: 2017

This Memorandum of Understanding (MoU) is made on this day _____ 2017

BETWEEN

UNIVERSITI UTARA MALAYSIA, an institution of higher learning established under the Universiti Utara Malaysia (Incorporation) Order 1984 and the Universities and University Colleges Act 1971, whose address is at 06010 Universiti Utara Malaysia, Sintok, Kedah (hereinafter referred to as "**UUM**") and shall include its lawful representatives and permitted assigns of the first part;

AND

_____, _____ whose address is at _____ (hereinafter referred to as "____") and shall include its lawful representatives and permitted assigns of the second part.

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

WHEREAS

- A. **UUM** is an established University which strives to enhance and strengthen its research, consultancy and publication has taken various initiatives to complement its educational excellence and has entered into various collaborative arrangements with other parties.
- B. _____

- 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.

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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 MoU;
- c) it has taken all necessary corporate actions to authorize the entry into and performance of this MoU;
- d) as at the execution date, neither the execution nor performance by it of this MoU nor any transactions contemplated by this MoU will violate in any respect any provision of:
 - I. **University statutes and governing laws of _____ (University); or**
 - II. **Its Memorandum and Articles of Association (Company); or**
 - III. 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 obligations under this MoU;
- f) it has necessary capability to undertake the responsibilities and acknowledges that **UUM** has entered into this MoU in reliance on its representations and warranties as aforesaid.

UUM AND _____ HAVE REACHED AN UNDERSTANDING AS FOLLOWS:

1. OBJECTIVE

The Parties, subject to the terms of this MoU and the laws, rules, regulations and national policies from time to time in force, will endeavour to strengthen, promote and develop co-operation between the Parties on the basis of equality and mutual benefit.

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2. AREAS OF CO-OPERATION

- 2.1 Each Party will, subject to the laws, rules, regulations and national policies from time to time in force, governing the subject matter, endeavour to take the necessary steps to encourage and promote co-operation in the following areas:
- a) Student mobility;
 - b) Exchange of staff;
 - c) Appointment of visiting scholar;
 - d) Offering double degree programme;
 - e) Collaboration of joint research by way of matching grant;
 - f) Collaboration of joint publications; and
 - g) any other areas of co-operation to be mutually agreed upon by the Parties from time to time.
- 2.2 For the purpose of implementing the co-operation in respect of any area in sub-clause 2.1 the Parties may enter into a legally binding agreement subject to terms and conditions as mutually agreed upon by the Parties.
- 2.3 For the promotional purposes, the Parties may, as it deems appropriate, include the hyperlink of each Party in the official university website, respectively.

3. FINANCIAL ARRANGEMENTS

- 3.1 This MoU will not give rise to any financial obligation by one Party to the other.
- 3.2 Each party will bear its own cost and expenses in the implementation of this MoU.

4. CONFIDENTIALITY

- 4.1 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 MoU or other agreements made pursuant to this MoU.
- 4.2 For purposes of this MoU, "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 MoU involving technical, business, marketing, policy, know-

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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.

- 4.3 All Parties agree that the provisions of this Clause shall continue to be binding between the Parties notwithstanding the termination of this MoU.

5. EFFECT OF MOU

This MoU serves only as a record of the Parties' intentions and does not constitute, 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.

6. 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.

7. ENTRY INTO EFFECT AND DURATION

- 7.1 This MoU will come into effect on the date of signing and will remain in effect for a period of one (1) year.
- 7.2 This MoU may be extended for a further period as may be agreed in writing by the Parties.

8. REVISION, VARIATION AND AMENDMENT

- 8.1 Any Party may request in writing a revision, variation or amendment of this MoU.
- 8.2 Any such revision, variation or amendment agreed to by the Parties shall be in writing and shall form part of this MoU.

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- 8.3 Such revision, variation or amendment shall come into force on such date as may be determined by the Parties.
- 8.4 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.

9. SUPERVENING EVENTS

- 9.1 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.
- 9.2 Notwithstanding sub-clause 9.1, 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.

10. SETTLEMENT OF DISPUTES

Any difference or disputes 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.

11. COMPETENT AUTHORITIES

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

12. NOTICES

- 12.1 Any communication under this MoU shall be in writing in bahasa Melayu or the English language and delivered by registered mail to the address or sent to the electronic mail or facsimile number of **UUM** or _____, as the case may be, shown below or to other such address or electronic mail address or

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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.
Attn. To : Vice Chancellor
Tel. No. : 04-9283001
Fax No. : 04-9283005
E-mail : vc@uum.edu.my

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

- 12.2 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.

The foregoing record represents the understandings reached between **UUM** and _____ upon the matters referred to therein.

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IN WITNESS WHEREOF this MoU 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**
Vice Chancellor

In the presence of

In the presence of

Head of PTJ/Centre/Institute

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