

Tarikh : 16 September 2008
Surat Kami : 100-UiTM(PUU-6/13)



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Pekeliling Pejabat Penasihat Undang-Undang Bil. 2/2008

Semua Ketua Bahagian/Pusat/Institut/Unit/Dekan Fakulti/Pengarah Kampus

Y.Bhg. Dato'/Datin/Tuan/Puan

السلام عليكم ورحمة الله وبركاته

- Per: i. PERUNTUKAN STANDARD MOU**
- ii. MOU/MOA Untuk Tujuan Kelulusan Jawatankuasa Eksekutif**
- iii. Penyimpan Dokumen MOU/MOA**

Dengan segala hormatnya perkara tersebut di atas adalah dirujuk

Sukacita dapat pihak Y.Bhg. Dato'/Datin/Tuan/Puan memberi perhatian kepada perkara yang dinyatakan di bawah ini:

i. Terma Standard MOU

Disertakan bersama ini 'Peruntukan Standard' untuk dijadikan sebagai garis panduan pihak Y.Bhg. Dato'/Datin/Tuan/Puan menyediakan MOU.

ii. MOU/MOA Untuk Tujuan Kelulusan Jawatankuasa Eksekutif

Sepertimana yang menjadi amalan selama ini, MOU/MOA yang telah dipersetujui perlu dihantar kepada Jawatankuasa Eksekutif oleh bahagian yang bertanggungjawab dengan menyertakan salinan surat daripada Pejabat Penasihat Undang-Undang memperakukan ianya telah disemak dan dihantar terus ke Pejabat Canseleri.

Pihak Y.Bhg. Dato'/Datin/Tuan/Puan hendaklah memastikan sebarang pindaan, perubahan dan/atau pembetulan yang dicadangkan oleh Pejabat Penasihat Undang-Undang dan dipersetujui oleh pihak terlibat dibuat dalam deraf terakhir MOU/MOA untuk tujuan kelulusan JKE dan LPU (bagi yang berkenaan). Pejabat Penasihat Undang-Undang tidak dapat menyokong MOU/MOA yang tidak lengkap untuk kelulusan JKE atau LPU.

...2/-

• Noraziah Abdul Jabar Koordinator ☎ 55443481; • Faridah Sulaiman Pen. Pendaftar ☎ 55443508; • Azlina Mohd Hussain Pen. Pendaftar ☎ 55443482; • Napsiah Sahlan Pegawai Eksekutif ☎ 55443483; • Noor Aini Masri Pem. Tadbir (Kesetiausahaan) ☎ 55443366; • Patimah Shaari Pem. Tadbir (Perkeranian) ☎ 55443469; • Azman Badar P.A.R. ☎ 55443469

iii. **Penyimpanan Dokumen MOU/MOA**

Dimaklumkan satu keputusan telah dibuat dalam Mesyuarat Jawatankuasa Eksekutif Bil 14/2008 bertarikh 25 Jun 2008 Perkara B810 yang menyatakan:

Penyimpanan Dokumen MOU/MOA ditetapkan kepada 3 bahagian sahaja iaitu:

- a. *UIC (MOU/MOA antarabangsa sahaja)*
- b. *Pemilik Projek (Fakulti/Bahagian berkaitan)*
- c. *Pejabat Penasihat Undang-Undang (keseluruhan)*

Disertakan petikan minit berkenaan untuk makluman pihak Y.Bhg. Dato'/Datin/
Tuan/Puan.

Sekian. Terima kasih.

والسلام عليكم ورحمة الله وبركاته



PROF. MADYA DR. HAIDAR DZIYAUDDIN
Penasihat Undang-Undang Universiti

DHD/ns

Disertakan:



Maklumbalas Mesyuarat Jawatankuasa Eksekutif

Nama	Penasihat Undang-Undang/CANSELERI/UiTM
Bil mesyuarat	14/2008
Bil agenda/tindakan	B810
Keputusan mesyuarat	<p>Mesyuarat bersetuju melulus dan mengesahkan garis panduan yang dibentangkan. MoU/MoA juga mesti mendapat kelulusan LPU sebelum ditandatangani.</p> <p>Memandangkan MoU/MoA adalah dokumen sulit Universiti, maka:</p> <ol style="list-style-type: none">i. Ianya tidak boleh dipanjangkan ke Bahagian Arkib atau PTAR ataupun Kedutaan Malaysia di luar negara. Namun maklumat ringkas MoU/MoA boleh diberikan kepada Pejabat Kedutaan yang memerlukan.ii. Sebarang permohonan pihak luar untuk mendapatkan salinan MoU/MoA hendaklah dimajukan terus kepada Naib Canselor.iii. Penyimpanan dokumen MoU/MoA ditetapkan seperti berikut:<ol style="list-style-type: none">a. UIC (MoU/MoA antarabangsa sahaja)b. Pemilik projek (Fakulti/Bhg berkaitan)c. Pejabat Penasihat Undang-Undang (keseluruhan)iv. Pemantauan pelaksanaan MoU/MoA hendaklah dibuat oleh:<ol style="list-style-type: none">a. UIC (antarabangsa)b. Bahagian Jaringan Industri & Masyarakat (jika melibatkan industri sahaja) <p>Pekeliling hendaklah dikeluarkan mengenai perkara ini dan langkah-langkah pengawalan dokumen sulit ini hendaklah dinyatakan.</p>
Tindakan yang telah diambil	makluman akan diberikan kepada pihak yang bertanggungjawab untuk menyerahkan salinan mou/moa
Lampiran (Jika ada)	

STANDARD PROVISIONS IN AN MOU

This Memorandum of Understanding (hereinafter referred to as MoU) is made on this
..... day of2008

BETWEEN

UNIVERSITI TEKNOLOGI MARA, an institution of higher learning established under the Universiti Teknologi MARA Act 1976 (Act 173) and having its address at the Chancellory, UiTM, 40450 Shah alam, Selangor Darul Ehsan (hereinafter referred to as "UiTM") and shall include its lawful representatives and permitted assigns;

AND

..... (**other Party**) hereinafter referred to as "***"), a (state legal status of Party) whose address is atand shall include its lawful representatives and permitted assigns.

WHEREAS

A. is an established University which strives to enhance and strengthen its and has taken various initiatives to compliment its educational excellence has entered into various collaborative arrangements with other parties to enhance

B. is an established (state nature of other Party's core business/strength).

- C. The Parties are desirous of entering into this MoU to declare their respective intentions and to establish a basis of cooperation and collaboration between the Parties upon the terms as contained herein.

1. AREAS OF CO-OPERATION

- 1.1 The Parties agree to collaborate efforts in the areas of:
- a)
 - b)
 - c)
 - d) Any other areas of co-operation as agreed to by the Parties from time to time.
- 1.2 The Parties to this MoU agree to continue discussions and communication on the areas as identified in sub-clause 1.1 in respect of their implementation and in identifying each Party's function.
- 1.3 In the event the Parties so desire, they may enter into a separate legally binding agreement in respect of any area in sub-clause 1.1 subject to terms and conditions as mutually agreed to by both Parties.

2. DURATION AND TERMINATION

- 2.1 This MoU will remain in effect for (*) years from the effective date or until terminated by either party with thirty (30) days written notice.
- 2.2 This MoU may be extended for a further period as may be agreed in writing by the Parties.

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 Party 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 Party (the Receiving Party) of this MoU 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.
- 4.3 Both Parties agree that the provisions of this Clause shall continue to be binding between the Parties notwithstanding the termination of this MoU.

5. SETTLEMENT OF DISPUTES

- 5.1 Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this MoU

will first be settled amicably through mutual consultation and/or negotiations between the Parties.

- 5.2 In the event of non-resolution, reference will be made to a mediator jointly appointed by the Parties who will mediate the dispute or difference in question.

6. NON CONTRACTUAL NATURE OF RELATIONSHIP

- 6.1 Save for Clause 4, the Parties agree that this MoU represents the mutual understanding of the Parties and is not intended nor will be deemed to be a contract and will not give rise to any rights and liabilities under a contract.
- 6.2 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.
- 6.3 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.

7. REVISION, VARIATION AND AMENDMENT

- 7.1 Either Party may request in writing a revision, variation or amendment of this MoU.
- 7.2 Any such revision, variation or amendment agreed to by the Parties will be in writing and will form part of this MoU.
- 7.3 Such revision, variation or amendment will come into force on such date as may be determined by the Parties.

7.4 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.

8. SUPERVENING EVENTS

8.1 Each Party reserves the right for reasons of national security, national interests, public order or public health to suspend temporarily, either in whole in part, the implementation of this MoU which suspension shall take effect immediately after notification has been given to the other Party.

8.2 Notwithstanding sub-clause 8.1, 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.

9. NOTICES

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 : (xxx)
Address :
Attn to :
Tel no. :
Fax no. :
E-mail :

To : (xxx)
Address :
Attn to :
Tel no. :
Fax no. :
E-mail :

SIGNATORY ON BEHALF OF THE UNIVERSITY

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective organizations, sign this MoU on the date as abovewritten.

Signed by]
For and on behalf of }
***]

In the presence of]
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