

MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITI TEKNOLOGI MARA

AND

.....

**ON FRIENDSHIP, COOPERATION AND PROMOTION OF MUTUAL
UNDERSTANDING IN ACADEMIC, CULTURAL AND SCIENTIFIC THOUGHT**

This **Memorandum of Understanding** is executed

BETWEEN

UNIVERSITI TEKNOLOGI MARA (hereinafter referred to as “**UiTM**”), an institution of higher learning established under the Universiti Teknologi MARA Act 1976 whose address is at Chancellery, Universiti Teknologi MARA, 40450 Shah Alam, Selangor Malaysia and shall include its lawful representatives and permitted assigns;

AND

.....
(Company No.: *[if applicable]*) (hereinafter referred to as “.....”), a university/company/professional body/research centre *[whichever is applicable]* 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. UiTM is an established university with a track record of educational excellence and research and a dynamic programme of collaborative arrangements with many international counterparts.
- B. is an established university/company/professional body/research centre which strives to strengthen its research and educational abilities, and has entered into various collaborative arrangements with others to enhance its academic links and cooperation.
- C. The Parties are desirous of entering this Memorandum of Understanding to declare their respective intentions and to establish a basis of cooperation and collaboration between the Parties upon the terms as contained herein.

HAVE REACHED AN UNDERSTANDING AS FOLLOWS:

ARTICLE 1: 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** *[for international MoU]*, will endeavour to strengthen, promote and develop academic, **cultural** and research cooperation between the Parties on the basis of equality and mutual benefit.

ARTICLE 2: AREAS OF COOPERATION

- 2.1 Both Parties agree to encourage the following activities, in particular, to promote **international** academic cooperation in the following areas:
- a) institutional exchanges between faculty and staff from each Party;
 - b) acceptance of undergraduate and graduate students of each partner institution for periods of study and/or research OR **acceptance of UiTM students for periods of study, industrial training and/or research** *[for industry]*;
 - c) organization of symposia, conferences, short courses and meetings on issues of mutual interest;
 - d) exchange of information pertaining to developments in teaching, student development and research;
 - e) subject to prior written approval for any use of the name, acronym, logo, official emblem, trademark (or any variation thereof), or intellectual property that is or is identified with or belongs to one Party, mutually promote information and activities of the other Party within the scope of the Memorandum of Understanding on their respective websites; and

- f) cooperation in any other areas as agreed to by the Parties from time to time.
- 2.2 For the purpose of implementing the cooperation in respect of any areas stated in paragraph 2.1, the Parties will enter into legally binding agreements 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 disputes”.

ARTICLE 3: FINANCIAL ARRANGEMENTS

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

ARTICLE 4: EFFECT OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding serves only as a record of the Parties' intentions and does not constitute or create, any legally binding or enforceable obligations, express or implied, 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 5: 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 6: ENTRY INTO EFFECT AND DURATION

- 6.1 This Memorandum of Understanding will become effective as of the date of signatures of both Parties, or if the dates vary, as of the date of the later signature and will remain in effect for a period of THREE (3) years.
- 6.3 This Memorandum of Understanding may be extended for such further period as may be agreed upon in writing by both Parties.

ARTICLE 7: NOTICES

Any communication under this Memorandum of Understanding will be in writing in the English language and delivered by registered mail *[local]* OR **a reputable courier mail service *[international]*** to the address or sent to the electronic mail address or facsimile number of Universiti Teknologi MARA or the, 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 other Party and will, 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 MARA :

Address : Universiti Teknologi MARA
40450 Shah Alam, Selangor, Malaysia

Attention :

Tel. :

Fax :

e-mail :

To:

Address :

Attention :

Tel. :
Fax :
e-mail :

[Signatures follow on the next page]

The foregoing record represents the understandings reached between UiTM and upon the matters referred 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.

Signed By
For and on behalf of
UNIVERSITI TEKNOLOGI MARA
SHAH ALAM, SELANGOR,
MALAYSIA

Signed By
For and on behalf of

.....

.....

Vice-Chancellor/President

Date:

Date:

Witnessed by :

Witnessed by :

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