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*Logo of the Malaysian/Foreign  
University/Institute/Company*

## **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**INTERNATIONAL ISLAMIC UNIVERSITY MALAYSIA**

**AND**

**(FULL NAME OF MALAYSIAN/FOREIGN  
UNIVERSITY/INSTITUTE/COMPANY)**

**(DATE:.....)**

This **Memorandum of Understanding** is made on this \_\_\_\_ day of \_\_\_\_\_, 2020.

**BETWEEN**

**INTERNATIONAL ISLAMIC UNIVERSITY MALAYSIA**, a Public University established under Section 5A (2) of the Universities and University Colleges Act (UUCA) [1971] and incorporated in Malaysia [Co. No. 198301005860 / 101067-P], a company limited by guarantee and not having a share capital by having its business address at International Islamic University Malaysia, Jalan Gombak, 53100 Kuala Lumpur which is represented by **Relevant office/kulliyah and its address**, (hereinafter referred to as “**IIUM**”) of the first part and shall include its lawful representatives and permitted assigns;

**AND**

**FULL NAME OF THE MALAYSIAN/FOREIGN UNIVERSITY/INSTITUTE/COMPANY**, whose address is at ..... of the second part and shall include its lawful representatives and permitted assigns;

IIUM and **XX** shall hereinafter be referred to individually as “Party” or collectively as “Parties” as the case may be.

**WHEREAS:**

A. IIUM is an established University which strives to strengthen its academic and research excellence through various collaboration with other parties and institutions.

B. **XX** is an established .....  
.....  
..... (state nature of the core business strength of the (Malaysian/Foreign University/Institute/Company)).

- 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 term as contained herein.

**THE PARTIES HAVE REACHED AN UNDERSTANDING ON THE FOLLOWING MATTERS:-**

**ARTICLE 1**

**OBJECTIVE**

- 1.1 This Memorandum of Understanding sets out the framework and areas of co-operation which are of mutual interest and benefit to both Parties.
- 1.2 Under this Memorandum of Understanding, the Parties shall endeavor to jointly facilitate the collaboration by providing the necessary expertise, manpower, information and support to each other.

**ARTICLE 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 in their respective countries, endeavour to take necessary steps to encourage and promote co-operation in the following areas:
- (a) .....
  - (b) .....
  - (c) .....; and
  - (d) any other areas of co-operation to be mutually agreed upon by the Parties.
- 2.2 The Parties shall use their best endeavors to further their mutual interests and, so far as they are able to do, make available to the cooperative activities their expertise, resources and information.

- 2.3 Each Party acknowledges that the resources of each Party will limit the extent of the cooperative activities and the Parties agree to work together to mutually discuss, identify and obtain appropriate financial support for the cooperative activities in connection with this Memorandum of Understanding.

### **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 cost and expenses in relation to this Memorandum of Understanding.

### **ARTICLE 4**

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

- 4.1 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 5**

#### **ENTRY INTO EFFECT, DURATION AND TERMINATION**

- 5.1 This Memorandum of Understanding will come into effect on the date of signing and will remain in the effect for a period of **xx (xx) year(s)**.
- 5.2 This Memorandum of Understanding may be extended for a further period as may be agreed in writing by the Parties.
- 5.3 Each Party may terminate this Memorandum of Understanding by giving the other Party at least thirty (30) days written notice of that intention.

## **ARTICLE 6**

### **NO AGENCY**

- 6.1 Nothing contained herein is to be constituted as 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.

## **ARTICLE 7**

### **PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

- 7.1 The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations of the Parties and with other international agreement signed by both Parties.
- 7.2 The use of the name, logo and/or official emblem of any of the Parties on any publication, document and/or paper is prohibited without the prior written approval of either Party.
- 7.3 The Parties agree that neither Party shall gain by virtue of this Memorandum of Understanding any rights of ownership or any other interest, right, or title of copyrights, patents, trade secrets, trade marks, or any other intellectual property rights owned by the other Party.
- 7.4 Notwithstanding the foregoing articles, the intellectual property rights in respect of any technological development, and any products and services development, carried out:
- (a) jointly by the parties or research results obtained through the joint activity effort of the Parties, shall be jointly owned by the Parties in accordance with the terms to be mutually agreed upon; and
  - (b) solely and separately by the party or the research results obtained through the sole and separate effort of the party, shall be solely owned by the party concerned.

## **ARTICLE 8**

### **CONFIDENTIALITY**

- 8.1 Each Party shall undertake to observe the confidentiality and secrecy of documents, information and other data received from or supplied to, the other Party during the period of the implementation of this Memorandum of Understanding or any other agreements made pursuant to this Memorandum of Understanding.
- 8.2 For purposes of paragraph 1 above, such documents, information and data include any documents, information and data which is disclosed by a Party (the Disclosing Party) to the other Party (the Receiving Party) prior to, or after, the execution of the Memorandum of Understanding, involving technical, business, marketing, policy, know-how, planning, project management and other documents, information, data and/or solutions in any form, including but not limited to any document, information or data which 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.
- 8.3 Both Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this Memorandum of Understanding.

## **ARTICLE 9**

### **PERSONAL DATA PROTECTION**

- 9.1 During the course of dealings between the Parties and in connection with the performance of this Memorandum of Understanding, the Parties acknowledge that they need to process Personal Data (as defined under the Personal Data Protection Act 2010) belonging to or supplied by each Party from time to time by electronic or paper-based means.
- 9.2 By entering into this Memorandum of Understanding, the Parties expressly and explicitly acknowledge and consent to the processing of such Personal Data by each Party for the purpose of performance of this Memorandum of Understanding and for all other purposes that are necessary, incidental or related to the performance of this Memorandum of Understanding. This includes:

- (a) processing of such Personal Data within and, where necessary, outside Malaysia;
- (b) transfer and disclosure of such Personal Data to third parties authorised by each Party within and, where necessary, outside Malaysia, provided that these third parties in turn undertake to keep such Personal Data confidential; and
- (c) transfer and disclosure of such Personal Data to any persons, authorities or regulators to whom the Parties are compelled, permitted or required under the law to disclose to.

For the purpose of this Article, the term “third parties” includes but is not limited to each Party’s related companies, vendors, suppliers, business partners, professional advisers, agents, contractors, third party service providers, insurance companies, banks and financial institutions.

- 9.3 To the extent that a Party has disclosed the Personal Data of its employees, agents or other third parties to the other Party, the disclosing Party warrants and represents that it has obtained the relevant individual's consent to disclose such Personal Data to the other Party in accordance with this Article and for the purpose of the performance of this Memorandum of Understanding, and for all other purposes that are necessary, incidental or related to the performance of this Memorandum of Understanding.
- 9.4 The Parties warrant and represent that all Personal Data disclosed or to be disclosed to the other Party is accurate and complete, and that none of it is misleading or out of date as of the date of disclosure. The Parties shall promptly update each Party in the event of any change to such Personal Data.

## **ARTICLE 10**

### **PROHIBITION OF CORRUPT PRACTICES**

#### 10.1 Conflict of Interest

- 10.1.1 Neither **XX** nor any of its representatives shall give to, or receive from, IIUM or its representatives any commission, fee, rebate, or any gift or entertainment of value in connection with this Memorandum of Understanding.

10.1.2 **XX** shall:

- (a) Promptly notify IIUM of any violation of this clause; and
- (b) Repay or credit to IIUM any consideration received as a result of such violation.

10.1.3 In addition to the rights IIUM has under this Memorandum of Understanding, if any violation of this Article occurring prior to the date of this Memorandum of Understanding resulted directly or indirectly in IIUM's entering into this Memorandum of Understanding, IIUM may at its option terminate this Memorandum of Understanding at any time and (despite any other provision of this Memorandum of Understanding) pay no compensation or reimbursement to **XX** whatsoever after the date of termination.

## 10.2 Anti-Corruption

10.2.1 Each Party shall:

- (a) comply with all applicable laws relating to anti-corruption including but not limited to regulations of the Malaysian Anti-Corruption Commission Act 2009, in connection with its conduct under this Memorandum of Understanding;
- (b) have and shall maintain in place throughout the term of the Memorandum of Understanding its own policies and procedures, to ensure compliance with the laws and will enforce them where appropriate; and
- (c) promptly report to the other Party any request or demand for any undue financial or other advantage of any kind received by it in connection with this Memorandum of Understanding.

10.2.2 Each Party shall ensure that any associate (as defined in Section 3 of the Malaysian Anti-Corruption Commission Act 2009) (hereinafter referred to as "Associate") who it involves in the performance of any obligations under this Memorandum of Understanding and/or the provision of support services does so only on the basis of a written agreement which imposes on and secures from such Associate terms equivalent to those imposed on the Parties under this Article 10.2. The Parties shall be responsible for the



observance and performance by such Associate of such terms, and shall be liable to the other Parties for any breach by such Associate of any such terms.

10.2.3 The Parties acknowledge and agree that any breach of this Article 10.2 (however trivial) shall be deemed to be an irremediable material breach of this Memorandum of Understanding.

## **ARTICLE 11**

### **SUSPENSION**

11.1 Each Party reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this Memorandum of Understanding which suspension shall take effect immediately after notification has been given to the other Party through diplomatic channels.

## **ARTICLE 12**

### **GOVERNING LAW AND SETTLEMENT OF DISPUTES**

- 12.1 This Memorandum of Understanding shall be governed by and construed in accordance with the laws of Malaysia.
- 12.2 Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this Memorandum of Understanding shall be settled amicably through mutual consultation and/or negotiations between the parties through diplomatic channels, without reference to any third party or international tribunal.

## **ARTICLE 13**

### **AMENDMENT, VARIATION AND MODIFICATION**

13.1 No amendment, variation, or modification to this Memorandum of Understanding shall be effective unless made in writing and duly signed by the Parties or its duly

authorized representatives. It shall form part of this Memorandum of Understanding.

- 13.2 Such amendment, variation or modification shall come into force on such date as may be determined by the Parties by mutual agreement.

**ARTICLE 14**

**ASSIGNMENT**

- 14.1 This Memorandum of Understanding shall not be assignable by either Party without the prior written consent of the other Party. Any and all assignments not made in accordance with this Memorandum of Understanding shall be void.

**ARTICLE 15**

**NOTICES**

- 15.1 Any notice, approval or request required or permitted to be given or made under this Memorandum of Understanding shall be in writing and in English Language. Such notice, approval or request shall be deemed to be duly given or made when it shall have been delivered by hand, prepaid registered post or facsimile to the Party to which is required to be given or made at such Party's address specified below, or at such other address as either Party may specify in writing.

To IIUM:

Address: **Relevant Office/Kulliyyah**  
International Islamic University Malaysia  
Jalan Gombak  
53100 Kuala Lumpur.

Tel: .....  
Fax: .....  
Email: .....  
Attention: .....  
Designation: .....

To **XX**:

Address: .....  
.....  
.....  
Tel: .....  
Fax: .....  
Email: .....  
Attention: .....  
Designation: .....

15.2 Any notice sent by facsimile or email shall be deemed served when dispatched and any notice served by prepaid registered post shall be deemed served forty-eight (48) hours after dispatch thereof. In proving the service of any notice it shall be sufficient to prove in the case of a letter that such letter was properly stamped addressed and placed in the post or delivered or left at the current address if delivered personally and in the case of a facsimile transmission was duly dispatched to the facsimile number of the addressee given above or subsequently notified for the purposes of this Memorandum of Understanding.

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*[THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]*

IN WITNESS WHEREOF the Parties have hereunto caused this Memorandum of Understanding to be duly executed as at the date first above mentioned.

For and on behalf of  
**INTERNATIONAL ISLAMIC UNIVERSITY MALAYSIA**

Signed by:

Full Name: **DZULKIFLI ABDUL RAZAK, PROF. EMERITUS TAN SRI DATO'** )

Designation: Rector )

) .....  
*Signature*

In the presence of:

Full Name: ..... )

Designation: ..... )

) .....  
*Signature*

For and on behalf of  
**FULL NAME OF THE MALAYSIAN/FOREIGN UNIVERSITY/INSTITUTE/COMPANY**

Signed by:

Full Name: ..... )

Designation: ..... )

) .....  
*Signature*

In the presence of:

Full Name: ..... )

Designation: ..... )

) .....  
*Signature*