

MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITI PENDIDIKAN SULTAN IDRIS

AND

XXXXXX

THIS MEMORANDUM OF UNDERSTANDING is made this day of ,
2014.

BETWEEN

UNIVERSITI PENDIDIKAN SULTAN IDRIS (hereinafter referred to as “**UPSI**”), an institution of higher learning established under the Universities and University Colleges Act 1971 whose address is at 35900 Tanjong Malim, Perak Darul Ridzuan, Malaysia and shall include its lawful representatives and permitted assigns;

AND

XXXXXXX, (hereinafter referred to as “**XXX**”) and shall include its lawful representatives and permitted assigns

UPSI and **XXX** hereinafter referred to collectively as the “Parties” and singularly as the “Party”.

WHEREAS:-

- A. **UPSI** is an established University which strives to enhance and strengthen its teaching, learning and research capabilities and has taken various initiatives to complement its educational excellence and has entered into various collaborative arrangements with other parties to enhance reputation.
- B. **XXX is an established University**
- 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 terms as contained herein.

HAVE REACHED AN UNDERSTANDING as follows:

ARTICLE I
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, will endeavour to strengthen, promote and develop academic disciplines and institutional linkage for education co-operation between the Parties on the basis of equality and mutual benefit.

ARTICLE II
AREAS OF CO-OPERATION

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 step to encourage and promote co-operation in the following areas:
 - (a)
 - (b)
 - (c)
2. The details of any specific joint activities arising as a result of further discussions pursuant to this Memorandum of Understanding will be set forth in an Agreement, the terms of which are to be agreed upon by the parties hereto and to be signed at the relevant time by the Parties.
3. The Parties will each identify a person ("the Coordinator) who will be responsible for the implementation of the co-operative programme under this Memorandum of Understanding.

ARTICLE III
FINANCIAL ARRANGEMENTS

1. This Memorandum of Understanding will not give rise to any financial obligation by one Party to other.
2. Each Party will bear its own cost and expenses in relation to this Memorandum of Understanding.

ARTICLE IV
EFFECT OF MEMORANDUM OF UNDERSTANDING

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 any legally binding or enforceable obligations, express or implied.

ARTICLE V
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 VI
ENTRY INTO EFFECT AND DURATION

1. This Memorandum of Understanding will come into effect on the date of signing and will remain in effect for a period of ~~xxx~~ (xxx) years.
2. This Memorandum of Understanding may be extended for a further period as may be agreed in writing by the Parties.
3. This Memorandum of Understanding may be terminated prior to the expiry date by mutual agreement between both Parties, subject to at least ~~xxx~~ (xxx) months prior written notice.

ARTICLE VII
VARIATION AND AMENDMENTS

The terms stipulated in this MoU cannot be altered, changed or otherwise modified unless mutually agreed to by the Parties in writing.

ARTICLE VIII
SUSPENSION

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 IX
SETTLEMENT OF DISPUTES

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 X
NOTICES

Any communication under this Memorandum of Understanding 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 Universiti Pendidikan Sultan Idris or **XXX** 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 UPSI : **XXX**

Universiti Pendidikan Sultan Idris 35900 Tanjong Malim,

Perak Darul Ridzuan , Malaysia

Attention : **Director**

Telephone No : **+605-450**

Facsimile No :+605-458

Email address :

To XXX : XXX

Attention :

Telephone No :

Facsimile No :

Website :

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IN WITNESS WHEREOF THE UNDERSIGNED, being duly authorized by their respective organizations, sign this Memorandum of Understanding on the date as above written:

SIGNED BY

SIGNED BY

For and on behalf of

For and on behalf of

UNIVERSITI PENDIDIKAN SULTAN IDRIS

XXX

.....

.....

PROF. DATO' DR. ZAKARIA BIN KASA

XXX

Vice Chancellor

President

Universiti Pendidikan Sultan Idris

XXX

In the presence of:

In the presence of:

.....

.....

EN. MOHD FAIZI BIN OTHMAN

Registrar

Universiti Pendidikan Sultan Idris