



MEMORANDUM OF UNDERSTANDING

**BETWEEN
UNIVERSITI MALAYA**

AND

UNIVERSITA' DEGLI STUDI DI MESSINA

UNIVERSITI MALAYA (hereinafter referred to as UM), an institution of higher learning established under the Universities and University Colleges Act 1971 whose address is at Lembah Pantai, 50603 Kuala Lumpur and shall include its lawful representatives and permitted assigns; **AND THE UNIVERSITA' DEGLI STUDI DI MESSINA** (hereinafter referred to as "UNIME"), a university whose address is at Piazza Pugliatti 1, 98122 Messina, Italia and shall include its lawful representatives and permitted assigns; (hereinafter referred to singularly as "the Party" and collectively as "the Parties")

WHEREAS

- A. UNIVERSITI MALAYA is an established University which strives to enhance and strengthen its academic and research collaborations and has taken various initiatives to compliment its educational excellence. **UM** has entered into various collaborative arrangements with other parties to enhance;
- B. UNIVERSITA' DEGLI STUDI DI MESSINA is an established public University which strives to enhance and stregthen its international collaboration and has taken various initiatives to compliment its educational excellence. UNIME has entered into various collaborative arrangements with other parties to enhance;
- 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 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 steps to encourage and promote co-operation in the following areas:
 - (a) student and/or academic and administrative staff exchanges;
 - (b) joint research activities;
 - (c) exchange of publications, reports and other academic materials and information; and
 - (d) sharing of other activities and programmes in areas of mutual interest, where such sharing shall result in benefit to both Parties.

2. It is agreed that the terms and conditions of any agreed programme and activity contemplated in this Memorandum of Understanding shall be the subject matter of separate written binding agreements to be negotiated and agreed upon by both Parties and/or any third parties, wherever applicable. PROVIDED ALWAYS the decision whether to initiate and/or implement any programme or

activity prior to entering into the separate written agreement shall be at the sole discretion of each Party.

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 or create 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 **five (5) years**.
2. At the end of the period of **five (5) years**, this Memorandum of Understanding may be renewed in written agreed by both Parties provided that a Party notifies the other Party 6 months before the expiry date.

ARTICLE VII

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 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 UM: *Faculty of Languages and Linguistics*
Universiti Malaya
50603 Kuala Lumpur
Email: dekan_fbl@um.edu.my

To UNIME *Università degli Studi di Messina*
Piazza Pugliatti 1
98122 Messina (Italy)
Email *cooperazione@unime.it*

ARTICLE VIII

PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

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 agreements signed by both Parties.
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.

3. Notwithstanding anything in paragraph 1 above, the intellectual property rights in respect of any technological development, and any products and services development, carried out -
 - (i) 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
 - (ii) 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 Part concerned.

ARTICLE IX

CONFIDENTIALITY

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.
2. For purposes of paragraph 1 above, such documents, information and data include any document, 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 this 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 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.

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 X **TERMINATION**

1. Notwithstanding Article VI above, this Memorandum of Understanding may be terminated by either Party giving written notice to the other at least six (6) months prior to the proposed date of termination.
2. Notwithstanding paragraph 1 above, the provisions of this Memorandum of Understanding or any other written agreement in respect of any on-going exchange programme or any other form of cooperative activity under this MoU shall continue to apply until their completion unless both Parties mutually agree in writing to the earlier termination of the programme or cooperative activity.

ARTICLE XI **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 Agreement 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 XII **MISCELLANEOUS**

1. This Memorandum of Understanding may be modified, varied or amended at any time after due to consultation and with the written agreement of both Parties.
2. Unless otherwise agreed in writing, both Parties shall not transfer or assign all or

any of their rights, obligations, interests or benefits hereunder to any third party.

ARTICLE XIII
COUNTERPARTS, EXECUTION

This Memorandum of Understanding may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed electronic copy of this Memorandum of Understanding.

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The foregoing record represents the understandings reached between UNIVERSITI MALAYA and the Università degli Studi di Messina upon the matters referred to therein.

FOR THE UNIVERSITI MALAYA

**FOR THE UNIVERSITA' DEGLI
STUDI DI MESSINA**

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**PROF. DATO' SERI IR. DR.NOOR AZUAN
ABU OSMAN**
Vice-Chancellor

PROF. GIOVANNA SPATARI
Rector

Date:

Date:

