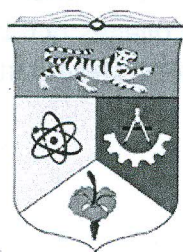


# MEMORANDUM OF UNDERSTANDING

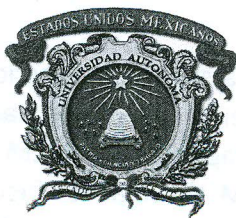
between



UNIVERSITI  
KEBANGSAAN  
MALAYSIA  
*The National University  
of Malaysia*

**UNIVERSITI KEBANGSAAN MALAYSIA**

and



**UAEM**

Universidad Autónoma  
del Estado de México

**UNIVERSIDAD AUTÓNOMA  
del ESTADO de MÉXICO**

MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITI KEBANGSAAN MALAYSIA

AND

UNIVERSIDAD AUTÓNOMA DEL ESTADO DE MÉXICO



THIS MEMORANDUM OF UNDERSTANDING is made on 5 mac 2015

between

**UNIVERSITI KEBANGSAAN MALAYSIA** an institution of higher learning established and incorporated under the Universities and University Colleges Act 1971 [Act 30] (hereinafter referred to as "**UKM**"), and having its address at 43600 UKM Bangi, Selangor Darul Ehsan, MALAYSIA of the one part,

and

**UNIVERSIDAD AUTÓNOMA DEL ESTADO DE MÉXICO**, a public university of higher education in the State of Mexico (hereinafter referred to as "**UAEM**") and having its address in avenida Instituto Literario número 100 oriente, código postal 50000, Toluca de Lerdo, Estado de México, MÉXICO, of the other part.

**UKM** and **UAEM** shall hereinafter be referred to singularly as "the Party" and jointly as "the Parties".

**WHEREAS:**

- A. **UKM** is one of five research universities in Malaysia with a strategic direction to be the regional leader in academic and research excellence. In taking various initiatives to enhance its academic and research capabilities, **UKM** has established partnerships with various organisations. **UKM** through its faculties and institutes offers undergraduate and postgraduate courses in various fields. **UKM**, for the purpose of this Memorandum of Understanding, is being represented by its Institute of Malaysian and International Studies (IKMAS).
- B. **UAEM:**
- a. It is a Decentralized Public Institution, with its own assets and legal status, provided with full autonomy in its internal regime pursuant to the stipulation of the 5th article, 9th paragraph of the Political Constitution of the Free and Sovereign State of Mexico; and 1st article of its Law approved by the 62nd Decree of the 51st Congress published in the Government's Gazette dated March 3, 1992.





- b. Whereas in pursuance of the stipulated in the 2nd article of its Law, its objective is to generate, study, preserve, transmit and extend the universal knowledge, as well as being at the service of society, in order to contribute to the success of new and better forms of human existence and coexistence, and to promote a universal, humanist, national, free, fair, and democratic conscience. Its other aims are to give Middle and Higher Education; effectuate the humanistic, scientific and technological research; as well as to spread and extend the humanism, science, technology, art, and other culture expressions advances.
- c. Whereas Dr. Jorge Olvera García has the position of Rector of the Autonomous University of the State of Mexico and he is its legal representative in terms of the 23rd article of the Institutional Law, with the faculties and obligations established in the 24th article of the legal system. **UAEM**, for the purpose of this Memorandum of Understanding, is being represented by its Vice-Presidency of International Cooperation.
- C. The Parties shall at all times for the common benefit of the Parties agree to use their best endeavour to ensure the success of this Memorandum of Understanding.
- D. 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.

**NOW THE PARTIES HEREBY AGREE AS FOLLOWS:**

**ARTICLE 1**  
**SCOPE OF COOPERATION**

- 1.1 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 and research cooperation between the Parties on the basis of equality and mutual benefit.
- 1.2 Each Party will endeavour to take necessary steps to encourage and develop academic exchange in the areas of education and research, and have agreed upon the following activities attached in **Appendix A** of this Memorandum of Understanding.
- 1.3 The Parties agree that the list of activities attached in **Appendix A** and the list of faculties involved under the implementation of this Memorandum of Understanding may be added from time to time with the mutual agreement of the Parties.





## ARTICLE 2

### IMPLEMENTATION AND ADMINISTRATIVE COORDINATORS

- 2.1 The Parties agree to appoint from each Party an overall Administrative Coordinator for the administration of this Memorandum of Understanding. The Coordinators will serve as the contact persons on campus, being responsible of implementing the decisions and ensuring that necessary approvals are in place, and overseeing the productive stay of the visiting students/experts and arrangements associated with their visits.
- 2.2 In order to enable faculty-driven planning and implementation of the activities/programs mentioned in **Appendix A**, regular meetings, mutual visits and research workshops between both Parties will be conducted.

## ARTICLE 3

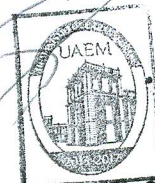
### FINANCIAL ARRANGEMENT

- 3.1 This Memorandum of Understanding will not give rise to any financial obligation by one Party to the other and each Party will bear its own cost and expenses in relation to the academic activities under this Memorandum of Understanding.
- 3.2 Notwithstanding the provision of sub-article 3.1, the Parties agree to discuss and further negotiate before implementing any specific academic program(s) and/or research project(s) on specific budget.
- 3.3 Any intellectual property developed on collaborative research conducted under this Memorandum of Understanding or any contracts pertaining to fee for services rendered will be addressed on a case-by-case basis under separate agreements.

## ARTICLE 4

### PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 4.1 The protection of intellectual property rights shall be enforced in conformity with the national laws, rules and regulations of the Parties and with other international agreements signed by the government or the authorized organization in the Parties' country.
- 4.2 The use of the name, logo and/or official emblem of any of the Parties as the case may be, on any publication, document and/or paper is prohibited without the prior written approval of either Party.
- 4.3 Notwithstanding anything in sub-article 4.1 above, the intellectual property rights in respect of any technological development, 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;
  - ii. solely and separately by **UKM** or **UAEM**, or research results obtained through the sole and separate effort of **UKM** or **UAEM**, as the case may be, shall be solely owned by the Party concerned; and
  - iii. rights in intellectual property developed by students in the course of exchanges, collaborative or research activities shall be dealt in accordance with the rules and regulations of the Parties.
- 4.4 The Parties shall acknowledge one another in any form of writing, publication or presentation based on, or derived from, the collaborative research between the Parties.

#### **ARTICLE 5**

#### **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 6**

#### **REVISION, MODIFICATION AND AMENDMENT**

- 6.1 Either Party may request in writing a revision, modification or amendment of all or any part of this Memorandum of Understanding.
- 6.2 Any revision, modification or amendment agreed to by the Parties shall be reduced into writing and shall form part of this Memorandum of Understanding.
- 6.3 Such revision, modification or amendment shall come into force on such date as may be determined by the Parties by mutual agreement.
- 6.4 Any revision, modification or amendment shall not prejudice the rights and obligations arising from or based on this Memorandum of Understanding before or up to the date of such revision, modification or amendment.





## **ARTICLE 7 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 written notification has been given to the other Party.

## **ARTICLE 8 SETTLEMENT OF DISPUTES**

Any difference or dispute between the Parties concerning the interpretation and/or application of any of the provision of this Memorandum of Understanding shall be settled amicably through mutual consultation and/or negotiations between the Parties without reference to any third party.

## **ARTICLE 9 DURATION AND TERMINATION**

- 9.1 This Memorandum of Understanding shall come into force on the date of signing and shall remain in force for a period of three (3) years subject to review and modification as mutually agreed upon.
- 9.2 Thereafter, if the Parties hereto wish to extend the terms of this Memorandum of Understanding, they shall do so by an express covenant in writing.
- 9.3 Notwithstanding anything in this Article, either Party may terminate this Memorandum of Understanding by notifying the other Party to its intention to terminate this Memorandum of Understanding by a notice in writing, at least three (3) months prior to its termination date. Termination shall be without penalty.
- 9.4 Such notice of termination does not affect any individual students who have already commenced or been accepted by either Party.

## **ARTICLE 10 NOTICES**

Any communications 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 KEBANGSAAN MALAYSIA or UNIVERSIDAD AUTÓNOMA DEL ESTADO DE MÉXICO 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 UKM:**

**Director**

Institute of Malaysian and International Studies (IKMAS)  
Universiti Kebangsaan Malaysia  
43600 UKM Bangi  
Selangor Darul Ehsan  
MALAYSIA

Phone: +603-8921 3205

Facsimile: +603-8926 1022

**To UAEM:**

**Vice-President of International Cooperation**

Vice-Presidency of International Cooperation  
Universidad Autónoma del Estado de México  
Instituto Literario # 100 Oriente Col. Centro  
C.P. 50000. Toluca, Estado de México  
MÉXICO

Phone: +52 (01-722) 226 23 76

E-mail: sci@uaemex.mx

**ARTICLE 11  
RELATIONSHIP OF THE PARTIES**

- 11.1 The Parties record that it is not their intention that this Memorandum of Understanding creates any partnership, agency or other relationship between them under which either Party might be deemed to be responsible for the acts or omissions of the other Party and this Memorandum of Understanding should not be construed as to render the Parties liable as partners or as creating any partnership, agency or other similar relationship.
- 11.2 Notwithstanding anything in this Memorandum of Understanding, a Party shall at no time underwrite or guarantee or be in any way directly or indirectly responsible or deemed to be responsible for all or any of the debts, liabilities or obligations incurred by the other Party from time to time.

**ARTICLE 12  
FORCE MAJEURE**

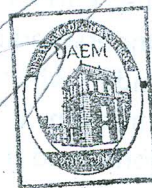
No Party hereto shall be held responsible or liable or be deemed to be in default or in breach of this Memorandum of Understanding for its delay, failure or inability to meet any



of its obligations under this Memorandum of Understanding (other than any obligation to pay money) caused by or arising from any cause which is unavoidable or beyond the reasonable control of such party, including war, warlike operations, riot, insurrection, orders of government, strikes, lockouts, public health emergencies, quarantines, disturbances or any act of God or other cause which frustrates the performance of this Memorandum of Understanding.

### **ARTICLE 13 GENERAL**

- 13.1 Any provisions of this Memorandum of Understanding which are held to be illegal or otherwise in conflict with any laws, statutes or regulations shall be deemed to be severed from the remainder of the Memorandum of Understanding and the validity of the remaining provisions shall not be affected.
- 13.2 Neither Party must make false or misleading representations or statements.
- 13.3 Neither Party to this Memorandum of Understanding shall assign or purport to assign any right under this Memorandum of Understanding without the prior written approval of the other Party.
- 13.4 The Parties hereby confirm their express agreement that this Memorandum of Understanding and all documents directly or indirectly related thereto be drawn up necessarily in English and Spanish.
- 13.5 Each of the Parties hereto confirms its intention to promote the best interests of the Parties hereto and to consult fully on all matters materially affecting the areas of co-operation. Each of the Parties hereto shall act in good faith towards the other Party in order to promote the success of the contemplated co-operation.





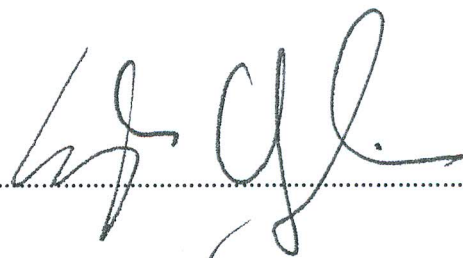
**IN WITNESS WHEREOF**, the undersigned being duly authorized thereto, and aware of its content and legal scope, have signed this Memorandum of Understanding.

Signed on this 5<sup>th</sup> day of March in the year 2015 in FOUR (4) original texts: TWO (2) in English and TWO (2) in Spanish, all texts being equally authentic. In the event of any divergence of interpretation between any of the texts, the English text shall prevail.

**SIGNED FOR AND ON BEHALF OF  
UNIVERSITI KEBANGSAAN MALAYSIA:-**

**PROF. DATUK DR. NOOR AZLAN GHAZALI**  
Vice-Chancellor  
Universiti Kebangsaan Malaysia

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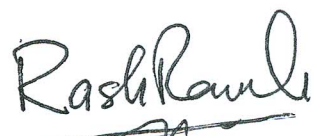


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In the presence of:-


**PROF. DR. RASHILA RAMLI**  
Director  
Institute of Malaysian and International Studies  
Universiti Kebangsaan Malaysia

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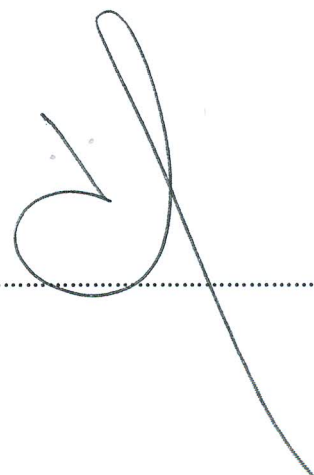


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**SIGNED FOR AND ON BEHALF OF  
UNIVERSIDAD AUTÓNOMA DEL ESTADO DE MÉXICO:-**

 **DR. EN D. JORGE OLVERA GARCÍA**  
Rector  
Universidad Autónoma del Estado de México

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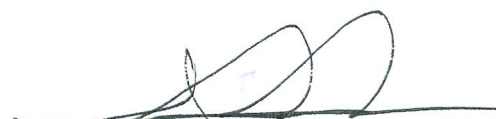


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In the presence of:-

**M. EN A. ED. YOLANDA BALLESTEROS SENTIES**  
Vice-President of International Cooperation  
Universidad Autónoma del Estado de México

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