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*Logo of the Malaysian/*

*Foreign University/ Institute*

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**INTERNATIONAL ISLAMIC UNIVERSITY MALAYSIA**

**(Company No. 101067-P)**

**AND**

(Full name of the Malaysian/Foreign University/ Institute)

**(DATE:………………………….)**

This Memorandum of Agreement (“the Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_\_, 201\_\_

**BETWEEN**

**(Full name of the Malaysian/Foreign University/ Institute)** a company……………………………………………………………………………………………………………………………………………………………………………………………………………………………………………., (“…………………”) of the one part,

**AND**

**INTERNATIONAL ISLAMIC UNIVERSITY MALAYSIA** **(Company No. 101067-P),** having its business address at an International Islamic Institution of Higher Learning, incorporated in Malaysia under the Companies Act, 1965 and having its address at Jalan Gombak, 53100 Kuala Lumpur (“IIUM”) of the other part,

(Malaysian/Foreign University/Institute) and IIUM shall hereinafter be referred to individually as ”Party” or collectively as “Parties” as the case may be.

**WHEREAS**

1. (Malaysian/Foreign University/Institute) is a wholly owned …………………………………………………………………………………………………………………………………………………………………………….., a company …………………………………………………………………………………………………………………………………………………………………
2. IIUM is an established University which strives to strengthen its academic and research excellence through various collaboration with other parties and institutions.
3. The Parties agreed to collaborate with each other to explore the possibility of establishing a closer relationship between the two Parties with a view to promote further co-operation in areas in which they share common objectives IIUM (“the Project”)and hereby enter into this Agreement to set forth herewith the terms and conditions as described herein.

**Now therefore, the Parties hereby agree on the terms and conditions of their collaboration as follows:**

# 1. INTERPRETATION

1.1 Interpretation

In this Agreement, unless the context otherwise requires:

1. Words importing the singular shall include the plural and vice versa, wherever the context so admits.
2. Words and expressions importing the masculine gender shall include the feminine and neuter genders and vice versa.
3. The headings and sub-headings to the Clauses are the convenience of reference only and shall not affect the interpretation and construction thereof.
4. Where any word or expression is defined in this Agreement, the definition shall extend to all grammatical variation and cognate expressions of the word or expression so defined.

1.2 Language

All documentation under or pursuant to this Agreement shall be in English.

#  1.3 Period of Performance

 This Agreement shall come into force on the \_\_\_\_\_\_ 20\_\_ and shall continue for a period of ……………. (……) years unless terminated in accordance with the terms of this Agreement.

**2. OBLIGATIONS AND RESPONSIBILITIES OF PARTIES**

2.1The scopes of the responsibilities of the Parties for the purpose of the Project are set out as below:

2.1.1 …………………………………………………………………………………………..

2.1.2 …………………………………………………………………………………………..

2.1.3 …………………………………………………………………………………………..

2.1.4 …………………………………………………………………………………………..

* 1. 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. 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 Agreement.

# 3. CONFIDENTIALITY

3.1 Neither of the Parties shall, without the prior written consent of the other Party, disclose any "Confidential Information" relating to the Project to any third party, and such consent shall not to be unreasonably withheld.

3.2 The provisions of Clause 3.1 above shall not apply to:-

 3.2.1 Confidential Information which is or was already known to the receiving party at time of disclosure to it, or

 3.2.2 Confidential Information which at the time of disclosure to the receiving party under this Agreement is published or otherwise generally available to the public other than due to default by the receiving party of its obligations hereunder, or

 3.2.3 Confidential Information which after disclosure to the receiving party is published or becomes generally available to the public other than through acts or omissions of the receiving party, or

 3.2.4 Any request for Confidential Information to satisfy any legal obligations owed to governmental or regulatory bodies.

4. **PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

* 1. The protection of intellectual property rights will be enforced in conformity with the respective national laws, rules and regulations of the Parties and with other international agreementssigned 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 :-
1. 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
2. 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.

# 5. TERMINATION

5.1 Either Party shall be entitled to terminate this Agreement immediately by notice in writing to the other Party (but without prejudice to any rights either Party may have against the other arising prior to such termination) if any of the events set out below shall occurs;

 5.1.1 if the other party shall commit any material breach of any of its obligations under this Agreement and shall fail to remedy such breach (if capable of remedy) within sixty (60) days after being given notice by the first party so to do; or

 5.1.2 if the other party shall go into liquidation, whether compulsory or voluntary (except for the purposes of a bona fide reconstruction or amalgamation with the consent of the first party and such consent not to be unreasonably withheld) or if the other party shall have an administrator appointed or if an administrative receiver or manager shall be appointed over any part of the assets or undertaking of the other party.

5.2 Notwithstanding the above, at any time, either Party has the right to terminate, without cause, this Agreement by giving the other Party at least sixty (60) days notice in writing.

# 6. CONSEQUENCES OF TERMINATION OR EXPIRY OF AGREEMENT

Where this Agreement is terminated in accordance with the provisions of Clause 4, the Parties shall use their best endeavors to cease down/ stop the work carried out in relation to the Project systematically and where applicable to complete such outstanding work during the relevant action periods. IIUM shall deliver the relevant documentations of the Project developed as at the date of termination to (Malaysian/Foreign University/Institute) within thirty (30) days from such termination date.

# 7. ASSIGNMENT

This Agreement 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 Agreement shall be void.

# 8. FORCE MAJEURE

8.1 Neither Party shall be liable for any failure to perform its obligations under this Agreement if the failure results from events beyond the reasonable control of either Party. For the purpose of this Agreement, such events shall include, but not necessarily be limited to, strikes, lock-outs, civil disturbances, wars, embargoes, acts of God, or other catastrophes.

8.2 The respective obligations of either Party hereunder shall be suspended during the time and to the extent that such party is prevented from complying therewith by a Force Majeure event provided that such Party shall have given immediate written notice thereof, specifying the nature and details of such event and the probable extent of the delay to the other Party.

8.3 In case of a Force Majeure event the time for performance required by either party under this Agreement shall be extended for any period during which the performance is prevented by the event but shall not exceed sixty (60) days. In the event the delay exceeds sixty (60) days, the other Party may terminate this Agreement by notice in writing.

# 9. NOTICE

9.1 Any notice to be given by any Party to this Agreement shall be in writing and shall be deemed duly served if delivered personally or sent by facsimile transmission or by prepaid registered post to the addressee at the address as stated below;

 To (………….):

Address: ………………………………….

 ………………………………….

 ………………………………….

Tel: ………………………………….

Fax: ………………………………….

(Attn: ………………………………)

 To (IIUM):

 International Islamic University Malaysia

(Company. No. 101067-P)

Jalan Gombak

53100 Kuala Lumpur.

Tel: ………………………………….

Fax: ………………………………….

 (Attn: ………………………………)

9.2 Any notice sent by facsimile 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 place 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 Agreement.

# 10. GOVERNING LAWS AND DISPUTE RESOLUTION

10.1 This Agreement shall be governed by and construed in accordance with the laws of Malaysia and the Parties irrevocably submit to the exclusive jurisdiction of the courts of Malaysia.

10.2 Any dispute, controversy or claim arising out or in relation to this Agreement, or the breach, termination or invalidity thereof shall be settled, in so far as it is possible, by mutual consultation and consent.

10.3 If the Parties should be unable to resolve within the spirit of mutual consultation and consent within thirty (30) days after the notice by either Party of the dispute, the question shall be settled by arbitration. All disputes or differences concerning this Agreement shall then be settled amicably in accordance with the Arbitration Act, 2005. The place of arbitration shall be located at the Kuala Lumpur Regional Centre of Arbitration, (KLRCA), Kuala Lumpur. The award of the arbitrators shall be final and binding upon the Parties hereto.

# 11. ENTIRE AGREEMENT

Unless otherwise expressly specified, this Agreement embodies the entire understanding between IIUM and BHIC Allied in respect of the Project and any prior or contemporaneous representations, either oral or written, are hereby superseded. No amendments or changes to this Agreement shall be effective unless made in writing and signed by authorized representatives of the Parties.

# 12. GENERAL

12.1 Any delay or failure on the part of either party herein to exercise any of its rights under this Agreement for a breach thereof shall not be deemed or construed to be a waiver of such rights, nor shall the same be deemed or construed to be a waiver of any subsequent breach, either of the same provision or otherwise

12.2 The Parties shall co-operate with each other and execute and deliver to the other such instruments and documents and take such other action as may be reasonably requested from time to time in order to carry out and confirm the rights and the intended purpose of this Agreement.

12.3 In the event that any term condition or provision of this Agreement is held to be a violation of any applicable law statute or regulation the same shall be deemed to be severed from the remaining terms, conditions and provisions and shall be of no force and effect and this Agreement shall continue in full force and effect as if such term condition or provision had not originally been contained in this Agreement. Notwithstanding the above in the event of any such deletion the parties shall negotiate in good faith in order to agree to the terms of a mutually acceptable and satisfactory alternative provision in place of the provision so deleted.

12.4 This Agreement may be executed in any number of counterparts or duplicates each of which shall be an original but such counterparts or duplicates shall together constitute but one and the same agreement.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[The rest of this page has been intentionally left blank]

IN WITNESS HEREOF, the Parties have executed this Agreement the day and year written above.

For and on behalf of;

**(Full name of the Malaysian/Foreign University/ Institute)**

Signed by:

Full Name : …………………………………………….…….)

Designation : ………………………………………….…….)

 )

*Signature*

In the presence of:

Full Name : …………………………………………….…….)

Designation : …………………………………………….… )

 )

*Signature*

For and on behalf of

**INTERNATIONAL ISLAMIC UNIVERSITY MALAYSIA**

Signed by:

Full Name : **PROF. DATO’ SRI DR. ZALEHA KAMARUDIN** )

Designation: Rector )

 )

 *Signature*

In the presence of:

Full Name : **PROF. DR. ABDELAZIZ BERGHOUT**)

Designation: Deputy Rector )

 (Internationalisation & Industry )

 and Community Relations) *Signature*