

**[counter party’s logo]**

**MEMORANDUM OF UNDERSTANDING**

**(MOU)**

**BETWEEN**

**UNIVERSITI SAINS ISLAM MALAYSIA**

**(USIM)**

**AND**

**ABC SDN BHD**

 **THIS MEMORANDUM OF UNDERSTANDING** is made on the **…..**dayof **…..20●●**

**BETWEEN**

**UNIVERSITI SAINS ISLAM MALAYSIA,** an institution of higher learning established under the Universities and University Colleges Act 1971 and incorporated under the Universiti Sains Islam Malaysia (Incorporation Order) 2007 and having its correspondence address at Bandar Baru Nilai, 71800 Nilai, Negeri Sembilan Darul Khusus, Malaysia (hereinafter referred to as “**USIM**”) and will include its lawful representatives and permitted assigns on the one part;

**AND**

**ABC SDN BHD (Company No…………..),** a company incorporated in Malaysia under Companies Act 1965, and having its business office at……………………….. (hereinafter referred to as “**ABC**”) and will include its lawful representatives and permitted assigns on the other part;

**USIM** and **ABC** shall hereinafter be referred to singularly as “the Party” and collectively as “the Parties”.

**WHEREAS: -**

1. **USIM** is an established university which strives to enhance and strengthen its core activities of developing new technologies, strengthening existing knowledge and integrating Islamic core values and has taken various initiatives to complement its educational excellence by entering into various collaborative arrangements with other parties to enhance its position as a multidisciplinary Islamic university with its core strengths in education, research, services and producer of the Islamic ummah human capital.

B. **ABC** is a company involved in ……………………………………….. [please include business activities’ of the counter party which are relevant for the formation of this MoU].

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.

**THE PARTIES HAVE REACHED AN UNDERSTANDING** as follows:

**ARTICLE 1**

**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, will endeavour to strengthen, promote and develop on a basis of direct cooperation and collaboration in the field of technology, research, education and in training programs on the basis of equality and mutual benefit.

**ARTICLE 2**

**AREAS OF COOPERATION**

1. Each Party will, subject to the laws, rules, regulation and national policies from time to time in force, governing the subject matter, endeavour to take necessary steps to encourage and promote cooperation in the following areas:
2. joint participation in the …………………….;
3. joint effort into ………………..;
4. mutually identified ………………………….. project;
5. knowledge sharing on integration of naqli knowledge (relevational sciences) and aqli knowledge (rational sciences); and
6. any other projects that shall be mutually identified and agreed by both Parties at a later stage.

2. For the purpose of implementing the co-operation in respect of any area stated in paragraph 1 above, the Parties will enter into an agreement subject to terms and conditions as mutually agreed upon by the Parties including clauses on “confidentiality”, “suspension”, “protection of intellectual property rights” and “settlement of dispute”.

**ARTICLE 3**

**FINANCIAL ARRANGEMENTS**

1. This Memorandum of Understanding will not give rise to any financial obligation by one Party to the other.

2. Each Party shall bear its own cost and expenses in relation to this Memorandum of Understanding.

**ARTICLE 4**

**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 5**

**NO AGENCY**

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 6**

**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 x (x) year/s.

2. Either Party may terminate this Memorandum of Understanding by giving one (1) month’s written notice to the other Party.

3. This Memorandum of Understanding may be extended for a further period as may be agreed in writing by the Parties.

**ARTICLE 7**

**NOTICES**

Any communication under this Memorandum of Understanding will be in writing in the English language and delivered personally or sent by registered mail to the address or sent to the electronic mail address or facsimile number of **USIM** or **ABC**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: **USIM**

 Name :

Position :

Address :

Email :

Telephone no. :

Fax no. :

To: **ABC**

Name :

Position :

Address :

Email :

Telephone no. :

Fax no. :

**ARTICLE 8**

**VARIATION**

The terms stipulated in this Memorandum of Understanding shall not be amended, altered, changed or otherwise modified without the mutual consent of the Parties and such amendments, alteration, changes and modifications shall be made in writing and signed by the Parties hereto.

**ARTICLE 9**

**GOVERNING LAW**

This Memorandum of Understanding shall be interpreted in accordance with laws of Malaysia and the Parties hereby submit to the non-exclusive jurisdiction of the courts of Malaysia.

**ARTICLE 10**

**ASSIGNMENT**

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 11**

**NAME AND LOGO**

Neither Party shall use, nor permit any person or entity to use the name, official emblem or logo (or any variation thereof) of the other Party on any publication, document, paper, audio or visual presentation, without first obtaining the written consent of the other Party.

 ***(END OF CLAUSE)***

**IN WITNESS WHEREOF USIM** and **ABC** hereunto have executed this Memorandum of Understanding on the year and date first above written:

For and on behalf of **)**

**UNIVERSITI SAINS ISLAM MALAYSIA )** In the presence of :

**...................................................................... ......................................................................**

**[FULL NAME] [FULL NAME]**

Vice Chancellor Registrar

Universiti Sains Islam MalaysiaUniversiti Sains Islam Malaysia

For and on behalf of **)**

**ABC SDN BHD )** In the presence of:

**....................................................................... ……………………………………………**

**FULL NAME FULL NAME**

Designation Designation