

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GOVERNMENT OF MALAYSIA
AND
THE GOVERNMENT OF AUSTRALIA
ON CO-OPERATION IN THE FIELD OF HIGHER EDUCATION

THE GOVERNMENT OF MALAYSIA as represented by the Ministry of Higher Education of Malaysia and **THE GOVERNMENT OF AUSTRALIA** as represented by the Department of Industry, Innovation, Science, Research and Tertiary Education of Australia (hereinafter referred to singularly as "the Participant" and collectively as "the Participants"),

RECOGNISING the existing friendly relations between the two countries;

DESIRING to strengthen and further develop co-operation between the two countries in the field of higher education;

CONVINCED of the necessity of a lasting and effective co-operation in the interest of both countries;

BELIEVING that such co-operation would serve the common interests and contribute to the enhancement of the field of higher education and social development of the peoples of both countries,

To that end, the Participants, without the intent to create a legally binding document, have reached the following understandings:

PARAGRAPH I

OBJECTIVE

The Participants, subject to the provisions of this Memorandum of Understanding and the laws, rules, regulations and national policies from time to time in effect in each country, mutually decide to strengthen, promote and develop co-operation in higher education, exchange of information with regard to the education system, and the comparability of academic certificates, as well as its graduate and postgraduate degrees for the purpose of mutual recognition between the two countries on the basis of equality and mutual benefit.

PARAGRAPH II

AREAS OF CO-OPERATION

1. Each Participant will, subject to the laws, rules, regulations and national policies from time to time in effect, governing the subject matter in their respective countries, endeavour to take necessary steps to encourage and promote technical co-operation in the following areas:

- (a) exchange of academic staff, teachers, trainees, experts and students between institutions of higher learning in consult with the Ministry of Higher Education of Malaysia and the Department of Industry, Innovation, Science, Research and Tertiary Education of Australia on programmes that will be of mutual benefit to both Participants. Such exchange may involve teaching assignments and/or research that may result in a joint report, publication or study tour. The duration and provisions with regard to such exchange in the host Ministry will be mutually decided by both Participants;
- (b) exchange of information on the system and structure of higher education, reforms and new educational technologies;
- (c) exchange of information in the areas of quality assurance and accreditation in both countries;
- (d) training of educational administrators and teachers including those involved in in-service training;
- (e) bilateral programmes between recognised institutions of higher learning in technical, vocational and higher education that will mutually benefit both Participants;
- (f) exchange of educational literature, teaching aids, information and demonstration materials as well as the organisation of relevant exhibitions and seminars;
- (g) exchange of information on institution to institution arrangements on credit transfer;

- (h) study the possibility for mutual recognition of academic, professional, technical and vocational qualifications;
- (i) support mutual assistance in the areas of information and communications technology, technical and vocational education, mathematics and sciences; and
- (j) any other areas of co-operation as may be mutually decided upon by the Participants.

PARAGRAPH III

DESIGNATED AUTHORITY

The designated authority responsible for the implementation of this Memorandum of Understanding on behalf of the Government of Malaysia will be the Ministry of Higher Education of Malaysia and on behalf of the Government of Australia will be the Department of Industry, Innovation, Science, Research and Tertiary Education of Australia.

PARAGRAPH IV

JOINT WORKING GROUP

The Participants will establish a Joint Working Group to implement this Memorandum of Understanding. The Joint Working Group will be co-chaired by the Ministry of Higher Education of Malaysia and the

Department of Industry, Innovation, Science, Research and Tertiary Education of Australia, with participation from other relevant government agencies of the Participants as appropriate. The Joint Working Group will meet at least once a year or as the Participants may otherwise determine to review the progress of implementation of this Memorandum of Understanding.

PARAGRAPH V IMPLEMENTATION

1. This Memorandum of Understanding will be implemented in accordance with the laws, rules, regulations and national policies from time to time in effect in each country and in accordance with their respective international obligations.

2. The manner of implementation of this Memorandum of Understanding will be jointly decided by the Ministry of Higher Education of Malaysia and the Department of Industry, Innovation, Science, Research and Tertiary Education of Australia.

PARAGRAPH VI

FINANCIAL ARRANGEMENTS

1. The financial arrangements to cover expenses for the co-operative activities undertaken within the framework of this Memorandum of Understanding will be jointly decided upon by the respective Participants on a case-by-case basis subject to the availability of funds and resources.
2. Notwithstanding anything in paragraph 1 above, expenses for organising the meetings of the Joint Working Group will be borne by the Participant hosting the meetings. The Participant which is sending its representatives for participation in the meetings of the Joint Working Group, if any, will bear their own travel and living expenses.

PARAGRAPH VII

EFFECT OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding serves only as a record of the Participants' 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.

PARAGRAPH VIII

PARTICIPATION OF A THIRD PARTICIPANT

Either Participant may invite the participation of a third participant in the joint activities and/or programmes being carried out under this Memorandum of Understanding upon the consent of the other Participant. In carrying out such joint activities and/or programmes, the Participants will endeavour to ensure that the third participants act consistently with the provisions of this Memorandum of Understanding.

PARAGRAPH IX

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 Participants and with international agreements signed by both Participants.
2. The use of the name, logo and/or official emblem of any of the Participants on any publication, document and/or paper is prohibited without the prior written approval of either Participant.

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 Participants or research results obtained through the joint activity effort of the Participants, will be jointly owned by the Participants in accordance with the provisions to be mutually decided; and
 - (ii) solely and separately by either Participant or the research results obtained through the sole and separate effort of the Participant, will be solely owned by the Participant concerned.

4. "Intellectual Property" in this paragraph will have the meaning provided for in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm on 14 July 1967 as amended on 28 September 1979.

PARAGRAPH X

CONFIDENTIALITY

1. Each Participant endeavours to observe the confidentiality and secrecy of documents, information and other data received from, or supplied to, the other Participant during the period of the

implementation of this Memorandum of Understanding or any other arrangement made pursuant to this Memorandum of Understanding.

2. Both Participants accept that the provisions of this Paragraph will continue to be upheld between the Participants notwithstanding the termination of this Memorandum of Understanding.

PARAGRAPH XI

SUSPENSION

Each Participant 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 will take effect immediately after written notification has been given to the other Participant through diplomatic channels.

PARAGRAPH XII

REVISION, MODIFICATION AND AMENDMENT

1. Either Participant may request in writing a revision, modification or amendment of all or any part of this Memorandum of Understanding.

2. Any revision, modification or amendment determined by the Participants will be reduced into writing and will form part of this Memorandum of Understanding.
3. Such revision, modification or amendment will come into effect on such date as may be determined by the Participants.
4. Any revision, modification or amendment will not prejudice the benefits and commitments arising from or based on this Memorandum of Understanding before or up to the date of such revision, modification or amendment.

PARAGRAPH XIII

SETTLEMENT OF DISPUTES

Any difference or dispute between the Participants concerning the interpretation and/or implementation and/or application of any of the provisions of this Memorandum of Understanding will be settled amicably through mutual consultation and/or negotiations between the Participants through diplomatic channels, without reference to any third party or international tribunal.

PARAGRAPH XIV

COMMENCEMENT, DURATION AND TERMINATION

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. Thereafter, it will be automatically extended for a further period of five (5) years.
3. Notwithstanding anything in this Paragraph, either Participant may terminate this Memorandum of Understanding by notifying the other Participant of its intention to terminate this Memorandum of Understanding by a notice in writing, through diplomatic channels, at least three (3) months prior to its intention to do so.
4. The termination of this Memorandum of Understanding will not affect the implementation of on-going activities and/or programmes which have been decided upon prior to the date of the termination of this Memorandum of Understanding.

IN WITNESS WHEREOF, the undersigned, being duly authorised thereto by their respective Governments, have signed this Memorandum of Understanding in Australia on this 14th day of November in the year 2012 in four (4) original texts in the Malay and English languages, all texts having equal validity.

**FOR THE GOVERNMENT
OF MALAYSIA**



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**DATO' SERI MOHAMED
KHALED BIN NORDIN
MINISTER OF HIGHER
EDUCATION**

**FOR THE GOVERNMENT
OF AUSTRALIA**



.....
**SENATOR THE HON.
CHRIS EVANS
MINISTER FOR TERTIARY,
EDUCATION, SKILLS,
SCIENCE AND RESEARCH,
AUSTRALIA**