

Memorandum of Understanding

Between

Universiti Teknikal Malaysia Melaka

&

**Islamic University of Technology, Gazipur
Bangladesh**

2023

THIS MEMORANDUM OF UNDERSTANDING is made on the 02nd day of Nov 2023.

BETWEEN

UNIVERSITI TEKNIKAL MALAYSIA MELAKA, a public university established under the Universities and University Colleges Act, 1971 [Act 30] and having its registered address at Hang Tuah Jaya, 76100 Durian Tunggal, Melaka, Malaysia (hereinafter referred to as "**UTeM**") of one part;

AND

ISLAMIC UNIVERSITY OF TECHNOLOGY, GAZIPUR BANGLADESH, an educational and research institution in Bangladesh run and funded by the Organisation of Islamic Cooperation (OIC), and having its registered address at Board Bazar, Gazipur 1704, Bangladesh (hereinafter referred to as "**IUT**") of the other part.

UTeM and **IUT** may be referred singularly as the "Party" and collectively referred to as the "Parties" as the case may be.

WHEREAS:-

- A. UTeM, a public university in Malaysia, offering undergraduate and post-graduate degree programmes in technical fields especially engineering, engineering technology, information technology and techno-entrepreneurship courses.
- B. IUT, an international educational and research institute offering a wide range of undergraduate and postgraduate academic programs conducted in the fields of engineering, business and technology management, and vocational education, BBA in Technology Management and Teacher Training under TVET program.
- C. The Parties, in recognizing that collaborative efforts will be of mutual benefit, will contribute to an enduring institutional linkage for educational co-operation and enrichment within a framework of friendship in pursuing of their desire to



co-operate in areas mutually agreed between the Parties ("defined areas"), have arrived at the understanding set forth herein.

NOW THEREFORE, the Parties hereby agree on the terms of understanding as follows:

ARTICLE 1

OBJECTIVES

1.1 The principal objectives of this Memorandum of Understanding is to promote co-operation between the Parties in the following activities:

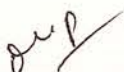
- a) Cooperation in academic related activities such as students exchange, joint and dual degree programs;
- b) Development of innovative joint research activities including joint grant applications and training;
- c) Joint organization of seminar/symposium/conference;
- d) Sharing of experts in academics related matters such as teaching and learning, supervision, accreditation, TVET trainings and others;
- e) Faculty exchange and/or attachment programmes;
- f) Laboratory Facilities development and exchanges; and
- g) Other educational and/or training programmes as mutually agreed upon by both Parties.

ARTICLE 2

GENERAL AREAS OF CO-OPERATION

2.1 The Parties shall encourage and promote co-operation for activities listed under Article 1 herein and which are mutually considered to be desirable and feasible. The Parties envisage that the collaboration contemplated by this Memorandum of Understanding would serve as a forum for collaboration between the Parties for any matter of joint interest vis-à-vis a strategic alliance, in particular to:

- (a) Exchange of staff to address problems relating to the area of engineering and technology;



- (b) Collaboration in teaching and research in the areas of mutual interest of both parties involving mutual students exchange activities;
 - (c) Exchange of teaching materials which are made available by both parties;
 - (d) Sponsorship of combined seminars, workshops and other scientific meetings on matters of mutual interest; and
 - (e) Training programmes including degree and non-degree programmes in engineering and technology.
- 2.2 The collaboration shall be carried out subject to availability of funds and the written approval of both Parties.

ARTICLE 3 **IMPLEMENTATION**

- 3.1 The co-operation, pursuant to this Memorandum of Understanding, shall be managed by a Steering Committee consisting of at least two (2) representatives from each Party as set out in **Appendix A** of this Memorandum of Understanding.
- 3.2 The Steering Committee shall review regularly the progress of co-operation under this Memorandum of Understanding.
- 3.3 Each Party shall be responsible for all its own costs and expenses incurred in sending representatives to attend the aforesaid meetings.
- 3.4 Each Party shall waive tuition fees (including application and registration fees) for the incoming students involved in students' exchange activities; however, the students are responsible themselves for bearing the cost of living expenses. Each Party shall endeavour to provide financial assistance for these expenses as deemed appropriate.
- 3.5 The mode of implementation and cost for individual activities of co-operation under Articles 1 and 2 of this Memorandum of Understanding shall be agreed upon in writing by negotiation between the Parties.



- 3.6 Upon agreement and negotiations, the activities concerned shall be implemented on a project by project basis subject to the execution of a legally binding specific project agreement (hereinafter referred to as "**specific project agreement**").
- 3.7 If it is necessary to purchase apparatus or equipment to complete any activity or project under this Memorandum of Understanding, either Party may present a list of its requirements to the other Party in writing. The Parties shall then enter into the relevant purchasing agreement subject to and upon the terms mutually agreed upon by the Parties.
- 3.8 Both Parties shall endeavor to facilitate all formalities in connection with the preparation, negotiation and implementation of activities within the framework of this Memorandum of Understanding and shall maintain close and direct contact.
- 3.9 Specific projects initiated under this Memorandum of Understanding whilst this Memorandum of Understanding is in operation shall continue until termination of the relevant specific project agreement and shall continue to remain in force even after expiry of this Memorandum of Understanding.

ARTICLE 4

EFFECT OF MEMORANDUM OF UNDERSTANDING

Except for Article 6 which shall be legally binding, 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

PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 5.1 The protection of intellectual property rights shall be enforced in conformity with any existing applicable laws, rules and regulations relating to intellectual property rights.



- 5.2 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 the other Party.
- 5.3 Notwithstanding anything in Article 5.1 above, the intellectual property rights in respect of any technological development, products and services development, carried out:
- (a) jointly by the Parties or with 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
 - (b) solely and separately by the Parties or with research results obtained through the sole and separate effort of the Parties or with the use of any products which are proprietary to a Party, shall be solely owned by the Party concerned.
- 5.4 Either Party may transfer or assign its title or interest in whole or in intellectual property rights covered by this Memorandum of Understanding to the other Party upon terms to be mutually agreed. Such transfer or assignment must be in writing and shall be effective only upon the written acceptance of the other Party.

ARTICLE 6

CONFIDENTIALITY

- 6.1 The Parties undertake to observe confidentiality towards other party not concerned or connected with this Memorandum of Understanding. Any Confidential Information disclosed to either Party pursuant to this Memorandum of Understanding shall not without prior written consent of the other Party be disclosed to a third party or be used for any purpose not expressly permitted in writing by the other Party.
- 6.2 The confidentiality provisions apply to all Confidential Information exchanged between each Party including any Confidential Information exchanged in preliminary discussion and during negotiations relating to matters within the scope of this Memorandum of Understanding. Both Parties agree to adopt the





industry's highest standards regarding the disclosure and protection of their Confidential Information.

- 6.3 For the purpose of this clause, 'Confidential Information' includes all technical know-how, financial information and other commercially valuable information in whatever form including, but not limited to, unpatented inventions, trade secrets, formulae, graphs, drawings, designs, tables, flow charts, process charts, models, know-how, copyright in and to documents/software and other materials of whatever description which the Disclosing Party claims is confidential to itself or over which it has full control and includes all other such information that may be in the possession of the Disclosing Party's employees or management.
- 6.4 'Disclosing Party' means the Party which is disclosing its Confidential Information to the other Party.
- 6.5 'Receiving Party' means the Party which is receiving Confidential Information from the other Party.
- 6.6 The obligation of this confidentiality shall not apply under the following circumstances:
- (a) the Confidential Information was previously known to the Receiving Party without restriction prior to receipt hereunder as evidenced by the records of the Receiving Party;
 - (b) the Confidential Information is now or hereafter becomes available to the public in the form of a printed publication through no breach of this Memorandum of Understanding;
 - (c) the Confidential Information is subsequently disclosed to the Receiving Party without restriction by a third party having lawful right to disclose such information; and
 - (d) the Confidential Information is required by law to be disclosed.



- 6.7 Each Party agrees and undertakes that it shall ensure that all employees, agents and sub-contractors to whom Confidential Information is divulged are made aware of and comply with the obligations as to the confidentiality herein contained.
- 6.8 Both Parties agree that the provision of this Article shall continue to be binding between the Parties notwithstanding the termination of this Memorandum of Understanding.

ARTICLE 7 **SUSPENSION**

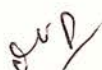
Each Party reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this Memorandum of Understanding which suspension shall take effect immediately after written notification has been given to the other Party.

ARTICLE 8 **NO AGENCY**

Nothing contained herein is to be construed so as to constitute 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 9 **REVISION, MODIFICATION AND AMENDMENT**

- 9.1 Either Party may request in writing a revision, modification or amendment of all or any part of this Memorandum of Understanding.
- 9.2 Any revision, modification or amendment agreed to by the Parties will be reduced into writing and will form part of this Memorandum of Understanding.
- 9.3 Such revision, modification or amendment will come into force on such date as may be determined by the Parties.



- 9.4 Any revision, modification or amendment will 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 10

ENTRY INTO EFFECT, DURATION AND TERMINATION

- 10.1 This Memorandum of Understanding shall commence on the date of its stamping by the Parties and shall remain in force for the duration of **FIVE (5)** years or until the activities under Articles 1 and 2 of this Memorandum of Understanding have been completed or ended in accordance with Article 4 herein, whichever is earlier.
- 10.2 Specific projects initiated under this Memorandum of Understanding whilst this Memorandum of Understanding is in operation shall continue until termination of the relevant specific project agreement and shall continue to remain in force even after the expiry of this Memorandum of Understanding.
- 10.3 This Memorandum of Understanding may be extended for a further period as may be agreed in writing by the Parties.
- 10.4 Notwithstanding Article 10.1 and 10.3 above, either Party may, by giving **THIRTY** (30) days' prior notice to the other Party, terminate this Memorandum of Understanding without having to give any reason whatsoever, and upon expiry of the said notice, this Memorandum of Understanding shall be deemed to have been terminated and shall have no further effect whatsoever.
- 10.5 The termination of this Memorandum of Understanding will not affect the implementation of on-going activities and/or programs which have been agreed upon before the termination of this Memorandum of Understanding.



ARTICLE 11

DISPUTES

Except for Article 6 which shall have a legal effect, 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 12

NON-LIABILITY

To the fullest extent permitted by law, no Party shall be liable to the other Party pursuant to this Memorandum of Understanding for any loss of profits, business interruption, loss of business information, economic loss or any other indirect, incidental, consequential or special loss or damage, even if the loss or damage was caused, or contributed to, by the first mentioned Party's negligence or breach of this Memorandum of Understanding.

ARTICLE 13

GOVERNING LAW

This Memorandum of Understanding will be interpreted pursuant to and in accordance with the laws of Malaysia and Bangladesh, respectively.

ARTICLE 14

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 address or facsimile number of as 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 :



For UTeM

Authorised Representative : Dr. Zamberi bin Jamaludin,
Professor
Address : Faculty of Industrial and Manufacturing
Technology and Engineering
University Teknikal Malaysia Melaka
(UTeM), Hang Tuah Jaya, 76100 Durian
Tunggal, Melaka, Malaysia
Telephone No. : +606 270 2573
Facsimile No. : +606 270 1047
Email : zamberi@utem.edu.my or
fkip@utem.edu.my

For IUT

Authorized Representative : Prof. Dr. Md. Anayet Ullah Patwari
Head of Department
Address : Islamic University of Technology (IUT)
Board Bazar, Gazipur-1704, Dhaka
Telephone No. : +88029291254 Ext: 3226
Facsimile No. : +88029291260
Email : registrar@iut-dhaka.edu
apatwari@iut-dhaka.edu



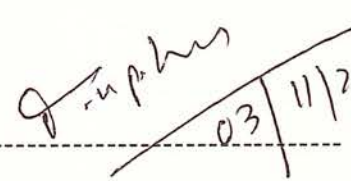

ARTICLE 15

MISCELLANEOUS

The Parties recognise that it is impracticable to make provisions for every contingency which may arise in the course of performance of the provisions hereof and accordingly declare their intention that this Memorandum of Understanding shall operate between them with fairness and without detriment to the interest of any Party and that each Party shall use its best endeavours to ensure that full effect is given to the terms of this Memorandum of Understanding in the spirit in which it was agreed.

 **[The remainder of this page in intentionally left blank]**

IN WITNESS WHEREOF the Parties have caused this Memorandum of Understanding to be signed in their respective names as of the day and year first above written.

ISLAMIC UNIVERSITY OF TECHNOLOGY GAZIPUR, BANGLADESH	UNIVERSITI TEKNIKAL MALAYSIA MELAKA
Signed by: 	Signed by: 
Pro Vice-Chancellor Islamic University of Technology (IUT), Gazipur, Bangladesh	PROFESSOR DR. ZULKIFILIE BIN IBRAHIM Deputy Vice Chancellor (Academic and International) Universiti Teknikal Malaysia Melaka (UTeM), Melaka, Malaysia
Witnessed by:  03/11/2023	Witnessed by: 
PROF. DR. MD. ANAYET ULLAH PATWARI Head of Department Islamic University of Technology (IUT), Gazipur, Bangladesh	PROFESSOR IR DR. HAMBALI BIN AREP@ARIFF Dean Faculty of Industrial and Manufacturing Technology and Engineering Universiti Teknikal Malaysia Melaka (UTeM), Melaka, Malaysia

APPENDIX A
STEERING COMMITTEE

(pursuant to Clause 3.1 of this Memorandum of Understanding)

For UTeM

- 1. Prof. Dr. Zamberi bin Jamaludin**
- 2. Prof. Ir. Dr Hambali Arep@Ariff**
- 3. Dr. Nur Aidawaty binti Rafan**
- 4. Assoc. Prof. Dr. Mohd Amri bin Sulaiman**
- 5. Assoc. Prof. Dr. Mohd Shukor bin Salleh**
- 6. Dr. Mohd Sanusi bin Abdul Aziz**
- 7. Assoc. Prof. Dr Seri Rahayu binti Kamat**
- 8. Assoc. Prof Ir Dr Lokman bin Abdullah**

For IUT

- 1. Prof. Dr Zahid Hossain**
- 2. Prof. Dr. Md. Anayet Ullah Patwari**
- 3. Prof. Dr. Md Hamidur Rahman**
- 4. Prof. Dr. Mohammad Ahsan Habib**
- 5. Prof. Dr. A.R.M. Harunur Rashid**
- 6. Prof. Dr Shamsuddin Ahmed**