

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE GOVERNMENT OF MALAYSIA**

**AND**

**THE GOVERNMENT OF THE ARAB REPUBLIC OF EGYPT**

**ON CO-OPERATION IN THE FIELD OF HIGHER EDUCATION**

**THE GOVERNMENT OF MALAYSIA** as represented by the Ministry of Higher Education, Malaysia, **AND THE GOVERNMENT OF THE ARAB REPUBLIC OF EGYPT**

As represented by the Ministry of Higher Education and Scientific Research, The Arab Republic of Egypt (hereinafter referred to singularly as "the Party and collectively as "the Parties).

**DESIRING** to enhance and further develop the friendly cooperation between the two countries in the field of higher education;

**APPRECIATING** the importance of higher education as a factor of economic development as well as a means to further strengthen the ties between both countries;

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

**BELIEVING** that such cooperation would serve the common interests and contribute to the enhancement of the field of higher education and social development of both countries.

**ARTICLE VII  
PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

1. The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules, regulations and national policies of the Parties and with other international agreements to which both Parties are party.
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 by either Party.
3. Notwithstanding anything in paragraph 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 activities of the Parties shall be jointly owned by the Parties in accordance with the terms to be mutually agreed upon; and
  - (ii) 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.

**ARTICLE I  
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 in each country, agree to strengthen, promote and develop co-operation in higher education, on the basis of equality and mutual benefit.

**ARTICLE II  
AREA OF CO-OPERATION**

Each Party shall, subject to the laws, rules, regulations, procedures and national policies from time to time in force governing the subject matter in their respective countries, endeavour to take necessary steps to encourage and promote co-operation in the following areas:

- (a) exchange of academic staff, teachers, trainees, experts and students between institutions of higher education in consultation with the Ministry of Higher Education of Malaysia and the Ministry of Higher Education and Scientific Research, the Arab Republic of Egypt on programmes that will be of mutual benefits to both Parties. Such exchange may involve teaching assignments and/or research that may result in a joint report, publication or study visit. The duration and terms with regard to such exchange in the host Ministry shall be decided and agreed by both Parties recognising such exchange may not necessarily be simultaneously reciprocal;

2. Thereafter, it shall be automatically extended for a further period of five (5) years.
3. Notwithstanding anything in this Article, either Party may terminate this Memorandum of Understanding by notifying the other Party of its intention to terminate this Memorandum of Understanding by a notice in writing, through diplomatic channels, six (6) months prior to its intention to do so.
4. The termination of this Memorandum of Understanding shall not affect the implementation of on-going activities and/or programmes which have been agreed upon before 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.

DONE at ..... on this ..... day of ..... in the year ..... in six (6) original texts, two (2) each in the Malay, Arabic and English languages, all texts being equally authentic. In the event of any divergence of interpretation between any of the texts, the English text shall prevail.

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**ARTICLE VI  
FINANCIAL ARRANGEMENTS**

1. The financial arrangements to cover expenses for the co-operative activities undertaken within the framework of this Memorandum of Understanding shall be agreed upon by the respective Parties 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 shall be borne by the Party hosting the meetings. The expenses for organizing the meetings include expenses for the venue, food and beverages during the meeting and any stationeries but not including accommodation, internal transportation, entertainment, travel and living expenses.

**ARTICLE VII  
PARTICIPATION OF A THIRD PARTY**

Either Party may invite the participation of a third party in the joint activities and/or programmes being carried out under this Memorandum of Understanding upon the agreement of the other Party. In carrying out such joint activities and/or programmes, the Parties shall ensure that the third party shall comply with the provisions of this Memorandum of Understanding.

**ARTICLE IX  
CONFIDENTIALITY**

1. Each Party shall observe the confidentiality and secrecy of the documents, information and other data received or supplied to the other Party during the period of the implementation of this Memorandum of Understanding or any other agreements made pursuant to this Memorandum of Understanding.
2. Both Parties agree that the provision of this Article shall survive the expiry or the termination of this Memorandum of Understanding.

**ARTICLE X  
SUSPENSION**

1. Each Party reserves the rights 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 through diplomatic channels.

**ARTICLE XI  
REVISION, MODIFICATION AND AMENDMENT**

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

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3. The Joint Working Group shall be chaired on behalf of Malaysia by a Senior Official of the Ministry of Higher Education of Malaysia and on behalf of the Government of the Arab Republic of Egypt, by a Senior Official of the Ministry of Higher Education and Scientific Research, the Arab Republic of Egypt with participation by other relevant agencies of both countries as appropriate. The composition and procedure of the Joint Working Group shall be jointly decided upon by the Parties.

4. The Joint Working Group shall meet whenever it considers necessary, at a date convenient to and decided upon by the Parties, alternately in Malaysia and the Arab Republic of Egypt. The meeting referred to in this paragraph may also be conducted via electronic means.

5. The decisions and other conclusions of the Joint Working Group shall be reflected in the Agreed Minutes of the Meeting and the Parties shall take appropriate steps to implement these decisions and conclusions.

**ARTICLE V  
IMPLEMENTATION**

In the implementation of this Memorandum of Understanding, the Parties shall arrange the details of any activity to be carried out through their respective designated authorities.

- (b) exchange of information on the system and structure of higher education and new educational technologies;
- (c) training of educational administrators and teachers including those involved in service training;
- (d) scholarships for further education in recognised institutions of higher learning of both Parties;
- (e) bilateral programmes between recognised institutions of higher education that will mutually benefit both Parties;
- (f) exchange of educational literature, teaching aids, information and demonstration materials as well as the organization of relevant exhibitions;
- (g) work towards the implementation of credit transfers and similar programmes between recognised institutions of higher education of both Parties and the possibilities for mutual recognition of academic, professional, polytechnic and vocational qualifications;
- (h) assisting each other in the areas of sciences, technology, engineering, and mathematics (STEM), information and communication technology (ICT), technical vocational education and training (TVET), innovation, online learning, and entrepreneurship;
- (i) exchange of experience and best practices in lifelong learning; and