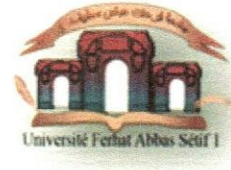




الجامعة الإسلامية العالمية ماليزيا
INTERNATIONAL ISLAMIC UNIVERSITY MALAYSIA
يُونَيْتِيسِي: اِسْلَامُ، اِنْتِبَارُ اِيْجْسِيَا، مُلَيْسِيَا



MEMORANDUM OF UNDERSTANDING

BETWEEN

**INTERNATIONAL ISLAMIC UNIVERSITY
MALAYSIA**

AND

UNIVERSITY FERHAT ABBAS SETIF 1, ALGERIA

(DATE:)

INTERNATIONAL ISLAMIC UNIVERSITY MALAYSIA (Company No. 101067-P) , 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 (hereinafter referred to as "IIUM") of the first part and shall include its lawful representatives and permitted assigns; **AND THE UNIVERSITÉ FERHAT ABBAS SÉTIF 1, ALGERIA** (hereinafter referred to as "UFAS") of the second part whose address is at Université Ferhat Abbas Sétif 1, El Bez, Sétif 19000, Algeria and shall include its lawful representatives and permitted assigns; (hereinafter referred to singularly as "the Party" and collectively as "the Parties",

WHEREAS

- A. IIUM is an established University which strives to strengthen its academic and research excellence through various collaboration with other parties and institutions;
- B. UFAS is an established University which enables students to learn by doing, and strives to strengthen its academic and research excellence through international collaboration with other parties and institutions.
- 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 term as contained herein.

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 in each Party's country, will endeavour to strengthen, promote and develop co-operation between the Parties on the basis of equality and mutual benefit.

ARTICLE 2
AREAS OF CO-OPERATION

1. Each Party will, subject to the laws, rules, regulations 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) The exchange of experiences in the field of quality in higher education and balanced score:

Both parties agree to exchange experiences in the field of quality systems in higher education and balanced score, and benefit from the experiences related to the scientific classification standards for the accredited universities in various competent bodies and centers.

(b) Cooperation in conducting joint research and studies in the areas of common interest

- The two parties agree on the priority research topics related to the relevant disciplines in the two universities like: (Economics, finance, Engineering, Computer Science and Medical Sciences), and associated research activities, in which researchers from both parties will be involved.
- Both parties shall have the right to exploit all possible opportunities that joint research output in the aforementioned areas offer and spread the research results.

(c) Publishing and translation of research and studies output

- The exchange of research output, publications, research reports, etc. done and performed by the two parties,

either associated with the content of this convention or what one of the parties should be in need of.

- Utilization of scientific partnerships between the two parties and other scientific and professional bodies in the conduct of applied and field studies in Algeria and Malaysia.

(d) Cooperation between the two parties to organize workshops, conferences and seminars

- The Parties shall organize and coordinate workshops, seminars, conferences and other scientific and research activities that serve the areas of the study and research in the two universities. These activities should take place at any of the two countries.
- The Parties shall coordinate in scheduling these programs, their themes, requirements, budget and duration.

(e) Cooperation in supervision and visiting of researchers, professors and experts.

- Researchers from both parties, especially those who prepare their work on the priority areas of research identified above, can be received in both universities so as to complete their studies. Regarding this aspects, the University of Setif 1 is to benefit from the experts and

researchers of the IIUM in establishing short scientific sessions for the PHD students in the relevant disciplines.

- Professors and researchers from both parties contribute in the processes of teaching and supervision required by the parties, within the possibilities and capabilities of each party. These activities shall be co-coordinated according to a detailed calendar.

(f) Other tasks and responsibilities

- In addition to the aforementioned tasks, the two parties shall develop their cooperation in the fields that serve the common interests of the two countries.
- Mutual consent is required between both parties to implement the steps and procedures recommended by this memorandum, so as to determine the commitments of each party.

- (g) any other areas of co-operation to be mutually agreed upon by the Parties.

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 will 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, DURATION AND TERMINATION

1. This Memorandum of Understanding will come into effect on the date of signing and will remain in the effect for a period of ten (10) years.
2. This Memorandum of Understanding may be extended for a further period as may be agreed in writing by the Parties.
3. Each Party may terminate this Memorandum of Understanding by giving the other Party 60 days written notice of that intention.

ARTICLE 7

PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

1. The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations of the Parties and with other international agreement signed 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 :-
 - (i) 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
 - (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 8

CONFIDENTIALITY

1. Each Party shall undertake to observe the confidentiality and secrecy of documents, information and other data received from 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. For purposes of paragraph 1 above, such documents, information and data include any documents, information and data which is disclosed by a Party (the Disclosing party) to the other Party (the Receiving party) prior to, or after, the execution of the Memorandum of Understanding, involving technical, business, marketing, policy, know-how, planning, project management and other documents, information, data and/or solutions in any form, including but not limited to any document, information or data which designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving party or if orally given, is given in the circumstances of confidence.
3. Both Parties agree that the provisions of this Article shall continue to be binding between the parties notwithstanding the termination of this Memorandum of Understanding.

ARTICLE 9

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 notification has been given to the other Party through diplomatic channels.

ARTICLE 10

SETTLEMENT OF DISPUTES

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

ARTICLE 11

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 *International Islamic University Malaysia* or the *University Ferhat Abbas Setif 1, Algeria* 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 (IIUM):

*Kulliyyah of Economics and
Management Sciences
International Islamic University
Malaysia (Company. No. 101067-P)
Jalan Gombak, 53100 Kuala
Lumpur.
Tel : +603-61964000 Ext: 4755
Fax : +603-6196 4850*

To (UFAS):

*University Ferhat Abbas Setif 1,
Algeria*

El Bez, Sétif 19000, Algeria

Tel: +213 3661 1194

Email: Info@univ-ecosetif.com

The foregoing record represents the understandings reached between the *International Islamic University Malaysia* and *University Ferhat Abbas Setif 1, Algeria* upon the matters referred to therein.

IN WITNESS WHEREOF the Parties have hereunto caused this Memorandum of Understanding (MoU) to be duly executed as at the date first above mentioned.

FOR IIUM

FOR UFAS



.....
PROF. DATO' SRI DR. ZALEHA KAMARUDIN
Rector
IIUM

.....
PROFESSOR ABDEL-MAJID DJENANE
Rector
UFAS

(DATE : 18/5/2015.....)

(DATE : 22/06/2015.....)

In the presence of:

In the presence of:

.....
PROF. DR. ABDELAZIZ BERGHOUT
Deputy Rector
(Internationalisation & Industry and Community Relations)
IIUM

.....
PROF. SALEH SALHI
Dean
Faculty of Economics, Commerce and Management
UFAS

(DATE : 18/5/2015.....)

(DATE : 22/06/2015.....)