

MEMORANDUM OF UNDERSTANDING

BETWEEN

**UNIVERSITI TEKNOLOGI MARA
MALAYSIA**

AND

**AMMAN ARAB UNIVERSITY
JORDAN**

**ON ACADEMIC COOPERATION, LINKAGES
AND COLLABORATION**

THIS MEMORANDUM OF UNDERSTANDING is made on this **Date**.....
Month..... 2024 (hereinafter referred to as “**MoU**”).

UNIVERSITI TEKNOLOGI MARA (hereinafter referred to as “**UiTM**”), an institution of higher learning established under the Universities and University Colleges Act 1971 whose address is at JALAN ILMU 1/1, 40150 SHAH ALAM, SELANGOR DARUL EHSAN, MALAYSIA and shall include its lawful representatives and permitted assigns;

AMMAN ARAB UNIVERSITY (hereinafter referred to as **AAU**), private university in the capital, Amman, Balqa Province, Baq’a and near province of Jerash, Jordan and having its address at P.O. Box 2234 - Amman 11953 - Jordan and shall include its lawful representatives and permitted assigns; hereinafter referred to singularly as “the Party” and collectively as “the Parties”.

WHEREAS

- A. **UNIVERSITI TEKNOLOGI MARA** is an established University, which strives to enhance and strengthen its research and development and has taken various initiatives to complement its educational excellence and has entered into various collaborative arrangements with other parties to enhance networking.
- B. Amman Arab University was established in 1997 by a decision of the Higher Education Council No. (1476) on 24/11/1997, as a private, non-profit University specialized in higher studies, under the name “Amman Arab University for Graduate Studies”; as the first Jordanian University specialized in postgraduate programs for masters and doctoral studies. Since the establishment of the University, the administrators have exerted their efforts to be an effective partner at the national and regional levels to enhance the quality of education, to secure an environment that promotes the student’s thinking as an active and creative element for the benefit of society, and to be an attractive environment for students from the neighbouring and foreign countries. The University constantly endeavours to achieve excellence, enhance the spirit of entrepreneurship and creativity, provide quality education, distinguished research, and community service. The University is also seeking to supply the labour market with graduates equipped with knowledge and training, qualified to excel in the field of vocational training, and able to

meet the requirements of the labour market. The University works to encourage scientific, critical and creative thinking, and to achieve excellence in theory and practice. To achieve this, the University is developing its study plans to keep pace with the rapid world of change and progress, in addition to developing educational skills and the blended courses that serve the community and contribute to its development. The University promotes multiplicity of ideas, civilized thinking, cultural interaction, acceptance of the other, and rejection of all kinds of extremism and violence. The University, from its establishment, provided the society locally and regionally with highly qualified alumni based their knowledge on competent and distinguished faculty members holding high degrees from different distinguished Universities, locally, regionally and internationally.

- 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.

HAVE REACHED AN UNDERSTANDING as follows:

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 Malaysia and the Hashemite Kingdom of Jordan, will endeavour to strengthen and promote specific co-operation between the Parties on the basis of equality and mutual benefit for the development of Science and Engineering.

ARTICLE II

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) **Knowledge Transfer Programme.** AAU will assist to recommend experts to present lectures, courses or seminars to lecturers and students of UiTM and UiTM will also allocate similar slots for AAU.
 - c) **Joint Research and Consultancy Activities.** Co-operative joint research and consultancy programmes in various academic and professional fields shall be encouraged to be planned and undertaken based upon discussions and approval of both Parties. Both Parties will endeavour to exchange and/or make available to each other academic materials, equipment and supplies useful for research and consultancy services as far as possible subject to the procedures accepted.
 - d) **Joint Organisation of Seminars and Academic Meetings.** The Parties shall cooperate in providing academic and training activities including workshops, conferences, seminars and short courses of areas of mutual interest in both countries.
 - e) **Exchange of Academic Materials and Other Information.** Programme will be developed where appropriate jointly by both institutions for the exchange of books, journals, research reports, teaching guides, audio visual materials, and other publications in so far as financial resources allow.
 - f) **Industry and Institution Linkages.** AAU will assist UiTM to link with industries in Jordan for student internship, staff and student exchange/ mobility with industries and institutions in Jordan. UiTM will also allocate similar platform for staff and students from AAU in Jordan to get place for internship, exchange and mobility in Malaysia within UiTM networks.
2. For the purpose of implementing the co-operation in respect of any areas stated in paragraph 1 the Parties will enter into a legally binding 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” as contained in **Annexure A** of this Memorandum of Understanding.

ARTICLE III
FINANCIAL ARRANGEMENTS

1. This Memorandum of Understanding will not give rise to any financial obligation by one Party to other.
2. Each Party will bear its own cost and expenses in relation to this Memorandum of Understanding.

ARTICLE IV
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 V
NO AGENCY

Nothing contained herein is to be construed so as to constitute a joint venture partnership or formal business organisation of any kind between the Parties or so to constitute either Party as the agent of the other.

ARTICLE VI
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 five (5) years.
2. This Memorandum of Understanding may be extended for a further period as may be agreed in writing by the Parties.

ARTICLE VII

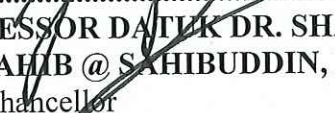
NOTICES

Any communication under this Memorandum of Understanding will be in writing in the National language or English language and delivered by registered mail to the address or sent to the electronic mail address or facsimile number of UNIVERSITI TEKNOLOGI MARA or the AMMAN ARAB UNIVERSITY as the case may be, shown below or to such other address or electronic mail address of facsimile 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 : UNIVERSITI TEKNOLOGI MARA (UiTM)**
School of Civil Engineering, College of Engineering
Universiti Teknologi MARA
40450 Shah Alam
Selangor Darul Ehsan, MALAYSIA
Attn. : Associate Professor Dr. Norliyati Mohd Amin
Tel : 03-5543 6167
E-mail : norli830@uitm.edu.my
- To : AMMAN ARAB UNIVERSITY (AAU)**
P.O. BOX 2234
Amman
11953 Jordan
Attn. : Professor Dr. Ismail Yamin
: Dean of Scientific Research and Graduate Studies
Tel : +9627 96 4141 95
E-mail : m.alwidyan@aau.edu.jo


The foregoing record represents the understandings reached between UNIVERSITI TEKNOLOGI MARA and the AMMAN ARAB UNIVERSITY (AAU) upon the matters referred to therein.

Signed by
for and on behalf of the
UNIVERSITI TEKNOLOGI MARA,
MALAYSIA


.....
PROFESSOR DATUK DR. SHAHRIN
BIN SAHIB @ SAHIBUDDIN, FASc
Vice Chancellor

Date: 26/2/2024.....

Witnessed by:


.....
PROFESSOR DR. HJH. HAMIDAH
MOHD SAMAN @ HJ. MOHAMED
Assistant Vice Chancellor

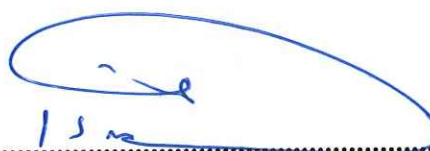
Signed by
for and on behalf of the
AMMAN ARAB UNIVERSITY, JORDAN


.....
PROFESSOR DR. MOHAMAD ISMAIL
AL-WIDYAN
President


جامعة عمان العربية
AMMAN ARAB UNIVERSITY

Date: Feb. 26th, 2024.....

Witnessed by:


.....
PROFESSOR DR. ISMAIL YOUNES
YAMIN
Dean of Scientific Research and
Graduate Studies

ARTICLE

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 agreements 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, 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

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 document, 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 this 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 is 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 **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 **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.