



UniKL
UNIVERSITI
KUALA LUMPUR



MEMORANDUM OF UNDERSTANDING

between

**UNIVERSITI TEKNIKAL MARA SDN. BHD.
(UniKL)**

and

**HO CHI MINH CITY UNIVERSITY
OF NATURAL RESOURCES AND ENVIRONMENT
(HCMUNRE)**

This **Memorandum of Understanding** (hereinafter referred to as “**MOU**”), on participation in the activity of the International specialized research and education network “**MARE Network**”, is made on the 11th day of **August 2023**.

BETWEEN

UNIVERSITI TEKNIKAL MARA SDN. BHD. (Company No. 200201002469 / 570132-T), a company duly under the laws of Malaysia for the purpose of managing **UNIVERSITI KUALA LUMPUR**, an institution of higher learning established and registered in Malaysia under the Private Higher Educational Institutions Act 1996 [Registration No. DU011 (W)] and having its Chancellery address at 1016, Jalan Sultan Ismail, 50250 Kuala Lumpur, Malaysia (**hereinafter referred to as “UniKL”**) of the one part;

AND

HO CHI MINH CITY UNIVERSITY OF NATURAL RESOURCES AND ENVIRONMENT under the Ministry of Natural Resources and Environment of Malaysia whose address is at 236 B Le Van Street, Ward 1, Tan Binh District, Ho Chi Minh City, Vietnam (**hereinafter referred to as “HCMUNRE”**) of the other part.

UniKL and **HCMUNRE** shall be collectively referred to as "the Parties" and individually as "the Party".

WHEREAS

- A. UniKL is a private university registered under the Malaysian Private Higher Educational Institutions Act 1996 and is committed to provide world class educational programmes and technical learning with the aim of producing global enterprising professionals who shall explore and develop technology for the benefit of the nation and mankind.
- B. HCMUNRE is a public university under the Ministry of Natural Resources and Environment. After 45 years of construction and development, Ho Chi Minh City University of Natural Resources and Environment has affirmed its position in the higher education system, training qualified human resources in the fields of natural resources and environment, meeting the needs of sustainable economic development in the southern region in particular and the whole country in general.

- C. The project MARE is an international project, conducted in order of modernization of higher engineer education, open for participation of all the interested parties. Participants of MARE' project international university consortium (EC programme Erasmus+) have agreed to pursue academic cooperation objectives during and after the end of the MARE project eligibility period. In order to ensure the sustainability of collaboration and to advance coastal and marine sustainability objectives in the region of South-East Asia, the project partner institutions conclude the series of bilateral agreements.

NOW THIS MOU WITNESSES AS FOLLOWS:

ARTICLE 1

OBJECTIVE

The Parties, subject to the terms of this MOU and the laws, rules, regulations, and national policies from time to time in force, shall endeavor to establish a collaborative partnership in promoting the international specialized research and education network MARE Network (further named as Network) are:

- 1.1 Increasing quality of higher education according to the standards and priorities of the Strategic Framework Program for European cooperation in education and training (ET 2020).
- 1.2 Modernization of higher engineering and science education in the universities participating in the project in the context of increasing the competence of trained specialists in the field of marine and coastal sustainability.
- 1.3 Wide usage of opened educational network platforms in the field of engineering and science education for creating new paradigms in relation to the integration, harmonization, and integration of the various components of full-time and distance learning taking into account international standards and possibilities.
- 1.4 Use of open-adaptive learning environment, that meets the current needs of industry enterprises, with the scientific and educational resource base actualized by the project participants.
- 1.5 Ensuring that today's professional competence of industry specialists matches the competencies of state educational standards in the field of marine and coastal sustainability.
- 1.6 Providing the access to massive open online courses (MOOC) for the interested third parties involved in coastal and marine sustainable management.

ARTICLE 2
AREAS OF COOPERATION

The Parties agree to promote collaboration in the following areas:

- 2.1 Promoting modern educational programs for students of three levels of training in the field of marine and coastal sustainability for various engineering applications.
- 2.2 Promoting realization of innovative educational programs by universities, organizations and enterprises taking part in the network.
- 2.3 Promoting special training and methodological support in the field of marine and coastal sustainability for the training of engineers and environmental experts in accordance with the actual needs of economic sectors, public bodies, academia and non-governmental organisations.
- 2.4 Implementation of joint scientific and educational projects and promotion of its results for use in the education system.
- 2.5 Distribution of universally valid scientific and educational-methodical information about
- 2.6 Collaborate in any other projects that shall be mutually identified and agreed by the Parties at a later stage.

ARTICLE 3
FINANCIAL ARRANGEMENTS

- 3.1 This MOU shall not give rise to any financial obligation by one Party to the other.
- 3.2 Interaction within the network does not involve compulsory financial relations between its members.
- 3.3 Each Party shall bear its own cost and expenses in the implementation of this MOU.

ARTICLE 4
EFFECT OF MEMORANDUM OF UNDERSTANDING

To enable the engagement in collaborative activities, each party of the network provides information about its activities and ambitions in relation to MARE thematic fields and makes it available through the website of MARE project.

This MOU 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 shall not give rise to any legal process and shall 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 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 6

ENTRY INTO EFFECT AND DURATION

- 6.1 This MOU shall become effective as of the date of signatures of both Parties.
- 6.2 This MOU shall remain in effect for a period of five (5) years from the date of the signatures of the Parties.
- 6.3 This MOU may be extended for such further period as may be agreed in writing by the Parties.
- 6.4 If the MOU is not renewed by mutual consent, it shall conclude at the end of the specified period, or after activities in progress have concluded.

ARTICLE 7

CHANGES, MODIFICATION, REVISION, VARIATION AND AMENDMENT

- 7.1 Either Party may request in writing for a revision, variation or amendment of this MOU.
- 7.2 Any such changes, modification, revision, variation or amendment agreed to by the Parties shall be in writing and shall form part of this MOU.
- 7.3 Such changes, modification, revision, variation or amendment shall come into force on such date as may be determined by the Parties.
- 7.4 Any such changes, modification, revision, variation or amendment shall not prejudice the implementation of any project, activity or co-operation arising from or based on this MOU before or up to the date of such revision, variation or amendment.
- 7.5 Any revision, variation or amendment shall be agreed by both parties.

ARTICLE 8
TERMINATION

This MOU may be terminated by either party with a minimum of thirty (30) days written notice. The partnership/collaboration covered by this MOU shall terminate upon completion of the agreed period. Activities in progress at the time of termination of this MOU shall be permitted to conclude as planned. Without prejudice, in the event of non-compliance or breach by one of the parties of the obligations binding upon it, the other party may terminate the MOU with immediate effect.

ARTICLE 9
NOTICES

Any communication under this MOU shall be in writing in English language and delivered by registered mail to the address or sent to the electronic mail address of HCMUNRE and UniKL, 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 other Party 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 which is duly acknowledged or facsimile number where upon completion of transmission as evidenced by a "completion of transmission" confirmation of the transmitting terminal provided that the original copy of that transmission be delivered by post within the next working day:

To UniKL: Assoc. Prof. Ir. Dr. Azman Senin Acting President / CEO Universiti Kuala Lumpur 1016, Jalan Sultan Ismail 50250 Kuala Lumpur Malaysia Tel: +603 - 2175 4000 Fax: +603 - 2175 4001 E-mail: azmans@unikl.edu.my	To HCMUNRE: Assoc. Prof. Dr. Huynh Quyen President Ho Chi Minh City University of Natural Resources and Environment 236 B Le Van Sy Street, Ward 1, Tan Binh District, Ho Chi Minh City, Vietnam. Tel: + 84 - 028.38443006 Fax: + 84- 028.38449474 Email: huynhquyen@hcmunre.edu.vn
---	---

ARTICLE 10
CONFIDENTIALITY

All information exchanged between the Parties in connection with this MOU or during discussions preceding it or any matter contemplated by it are CONFIDENTIAL to them and may not be disclosed to any third party during the period of this MOU or anytime thereafter except with the written consent of the other Party or if required by law to be disclosed. The obligation of confidentiality herein shall survive the termination of this MOU and remain binding on the Parties without limitation of time.

ARTICLE 11
FORCE MAJUERE

In the event of Force Majeure occurs by reason of which either Party is unable to perform any of its obligations under this MOU (or any part thereof), the Party shall inform in writing to the other party immediately the occurrence of that event of Force Majeure with full particulars thereof and the consequences thereof.

ARTICLE 12
PERSONAL DATA PROTECTION

Each party must comply with all laws and legal requirements applicable to the performance of its respective obligations under this MOU, including, without limitation, laws or regulations applicable to the Malaysian Personal Data Protection Act 2010 in ensuring Notice is given and Consent obtained in the sharing or disclosing of an individual's personal information/data.

ARTICLE 13
GOVERNING LAW AND JURISDICTION

This MOU shall be governed by the laws of Malaysia, without regard to its conflict of law principles. The parties hereby submit to the non-exclusive jurisdiction of the courts of Malaysia.

ARTICLE 14
ANTI-CORRUPTION

The Parties hereby agree to engage only in legitimate business and ethical practices in commercial operations and will not directly or indirectly, commit any act which is deemed to be an act/offence of corruption practice by any applicable law worldwide, including the Malaysian Anti- Corruption Commission Act, 2009 as amended from time to time.

[THE REST OF THE PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties to this MOU through their duly authorized representatives have executed this MOU on the day and date set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein. The effective date of this MOU is the date of the signature last affixed to this page.

Signed in duplicate in two (2) original texts, both texts being equally authentic.

Signed by:

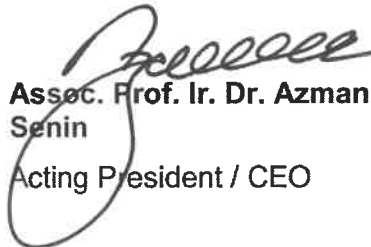
For and on behalf of

**UNIVERSITI TEKNIKAL MARA
SDN. BHD.**

Signed by:

For and on behalf of

**HO CHI MINH CITY UNIVERSITY OF
NATURAL RESOURCES & ENVIRONMENT**


Assoc. Prof. Ir. Dr. Azman
Senin

Acting President / CEO




Assoc. Prof. Dr. Huynh Quyen

President