

**MEMORANDUM OF UNDERSTANDING  
FOR ACADEMIC COOPERATION  
BETWEEN  
UNIVERSITY OF MALAYA  
AND  
UNIVERSITY OF MESSINA**

Whereas the **UNIVERSITY OF MALAYA**, a university established under the laws of Malaysia and having an address at Lembah Pantai, 50603 Kuala Lumpur, Malaysia (hereinafter referred to as "**UM**")

and

The **UNIVERSITY OF MESSINA**, a university established under the laws of Italy and having an address at Piazza Pugliatti, 1 -98122- Messina ME, Italy (hereinafter referred to as "UniME") seeking to improve understanding between their respective academic institution and to establish mutually beneficial collaborations benefiting their students, have agreed to sign this Memorandum of Understanding (hereinafter referred to as the "MoU") as a first step toward achieving these shared goals.

NOW THEREFORE PURSUANT THERETO, the Parties hereby agree as follows:

**1. SCOPE AND FIELDS OF ACADEMIC COOPERATIONS**

- (1) The Parties hereby agree to implement within the framework of the rules and regulations applicable in each of the institutions and subject to availability of funds and resources, the following programmes and activities, which may include, but not limited to:
  - (a) student and/or academic and administrative staff exchanges;
  - (b) joint research activities;
  - (c) exchange of publications, reports and other academic materials and information; and
  - (d) sharing of other activities and programmes in areas of mutual interest, where such sharing shall result in benefit to both Parties.
- (2) It is agreed that the terms and conditions of any agreed programme and activity contemplated in this MoU shall be the subject matter of separate written agreements to be negotiated and agreed upon by both Parties and/or any third parties, wherever applicable. PROVIDED ALWAYS the decision whether to

initiate and/or implement any programme or activity shall be at the sole discretion of each Party.

- (3) The Parties agree to designate, on behalf of each institution, a coordinator whose responsibility will be to supervise the execution of this MoU and to draw up a programmes or activities to be implemented under this MoU, setting out specific provisions concerning the exchange programmes, budget requirements and details of funding. For this purpose, the coordinator for UM is the Faculty of Economics and Administration and for UniME is Prof. Antonino Germanà, Vice-Rector for Internationalization and Horizon 2020.

## **2. FINANCIAL ARRANGEMENTS**

- (1) The Parties acknowledge that in the absence of any specific agreement in writing to the contrary, each Party will be responsible for its own costs and expenses in establishing and conducting programmes and activities contemplated under this MoU, including without limitation its own costs and expenses in travel and accommodation.

## **3. INTELLECTUAL PROPERTY RIGHTS**

- (1) The Parties agree that the ownership of and any other rights relating to intellectual property arising from or in connection with any programme or activity under this Memorandum of Understanding shall be determined on a case by case basis, and shall therefore be specified and agreed for each such programme or activity in a separate written agreement between the Parties.

## **4. CONFIDENTIALITY**

- (1) The Parties agree and undertake to keep confidential at all times any information or data that may be exchanged, acquired or shared in connection with any programme or activity conducted pursuant to this MoU save where the same is already in public domain.

## **5. DURATION AND TERMINATION**

- (1) This MoU shall take effect on and from the date of execution of this MoU and shall continue to be effective for a period of five (5) years and may be extended for such further period as may be agreed by the Parties in writing.
- (2) Notwithstanding clause 5 (1) above, this MoU may be terminated by either Party giving written notice to the other at least six (6) months prior to the proposed date of termination.
- (3) Notwithstanding clause 5 (2) above, the provisions of this MoU or any other written agreement in respect of any on-going exchange programme or any other form of cooperative activity under this MoU shall continue to apply until their completion unless both Parties mutually agree in writing to the earlier termination of the programme or cooperative activity.



6. **NOTICE**

(1) Every notice, request or any other communication required or permitted to be given pursuant to this MoU shall be in writing, in English and delivered personally or sent by registered or certified post via air mail or by courier or email (which shall be acknowledged by the other Party) to the Parties at the addresses as stated below:

(a) If to UM: Faculty of Economics & Administration  
University of Malaya  
50603 Kuala Lumpur, Malaysia  
Attention: Dean  
Email: [fea@um.edu.my](mailto:fea@um.edu.my)

(b) If to UniME: University of Messina  
piazza Pugliatti, 1  
98122 Messina, Italy  
Attention: Prof. Antonino Germanà  
Vice-Rector for Internationalization  
and Horizon 2020  
Email: [cooperazione@unime.it](mailto:cooperazione@unime.it)

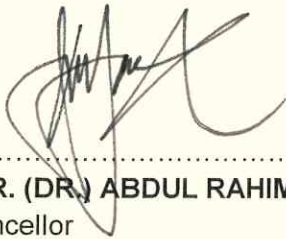
7. **MISCELLANEOUS**

- (1) This MoU may be modified, varied or amended at any time after due consultation and with the written agreement of both Parties.
- (2) The Parties acknowledge that all visits or exchange of staff, students or administrators will be subject to compliance with the entry and visa regulations of Malaysia and Italy and with the respective Party's requirements with respect to staff and student visits.
- (3) This MoU is not intended to be legally binding. It merely expresses the intentions and understanding of the Parties which will form the basis of any legally binding agreement to be drafted and executed in the future.
- (4) The Parties hereby agree that they are not bound exclusively by this MoU and shall be at liberty to enter into any separate agreements or arrangements with any third party without reference to the other Party.

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**IN WITNESS THEREOF**, the Parties have caused this MoU to be executed by their duly authorized representatives.

For and on behalf of  
**UNIVERSITY OF MALAYA**



.....  
**DATUK IR. (DR.) ABDUL RAHIM HASHIM**  
Vice-Chancellor

Date: 17 JUN 2019 .....

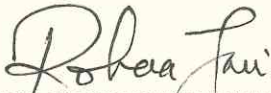
For and on behalf of  
**UNIVERSITY OF MESSINA**



.....  
**PROF. SALVATORE CUZZOCREA**  
Rector

Date: 22/07/2019 .....

In the presence of



.....  
**ASSOC. PROF. DR. ROHANA JANI**  
Dean, Faculty of Economics & Administration

In the presence of



.....  
**PROF. ANTONINO GERMANA**  
Vice-Rector for Internationalization  
and Horizon 2020



**STUDENT EXCHANGE PROGRAMME AGREEMENT  
BETWEEN  
UNIVERSITY OF MALAYA  
AND  
UNIVERSITY OF MESSINA**

The **UNIVERSITY OF MALAYA**, a university established under the laws of Malaysia and having an address at Lembah Pantai, 50603 Kuala Lumpur, Malaysia (hereinafter referred to as "**UM**") of the one part;

**AND**

The **UNIVERSITY OF MESSINA**, a university established under the laws of Italy and having an address at Piazza Pugliatti, 1 -98122- Messina ME, Italy (hereinafter referred to as "**UniME**") of the other part;

having entered into a Memorandum of Understanding on ..... under which the Parties have agreed to implement within the framework of the statutes and regulations applicable in each Party's institution, and amongst other things, student exchange programmes ["hereinafter referred to as "the Exchange Programme"], now wish to set the terms and conditions (hereinafter referred to as the "Agreement") governing and facilitating the exchange of students between the Parties as follows:

**1. NUMBER OF STUDENTS**

The exchange of students will be based on the principle of reciprocity during the duration of this Agreement. On an annual basis, each Party will nominate two (2) qualified students to the other. The Parties will review the Exchange Programme annually for any imbalances in the number of exchange students and will adjust the number of students over the duration of this Agreement, as necessary to maintain a reasonable balance in the Exchange Programme.

**2. PERIOD OF ENROLMENT**

The Exchange Programme for individual students may be for a period of one (1) semester or for a period of one (1) academic year. Any variation to these periods of enrolment may only be allowed upon mutual agreement in writing by the Parties.

**3. ELIGIBILITY OF EXCHANGE STUDENT APPLICANTS**

It is understood that both Parties will strive to designate only well-qualified students for participation in this Exchange Programme and that the academic background of each exchange student as well as letters of recommendation, will be provided by the home



institution to the host institution. It is also understood that exchange students must meet language proficiency requirements and any other academic requirements established by the host institution.

#### **4. ACADEMIC STATUS OF THE EXCHANGE STUDENTS**

All exchange students will remain enrolled as students of the home institution and will not be accepted for enrolment as candidates or students for any degree at the host institution. Accordingly, exchange students are expected to maintain the equivalent of a full course load at the host institution. Any credits towards the exchange student's degree are to be awarded by the home institution, subject to its rules and regulations and approval by the relevant approving authority of the home institution. All exchange students enrolled in the host institution will be subject to the same rules and regulations as local students.

#### **5. SELECTION AND SCREENING BY THE HOST INSTITUTION OF STUDENTS NOMINATED BY THE HOME INSTITUTION**

- 5.1 The home institution will nominate applicants from its institution for the Exchange Programme.
- 5.2 The host institution reserves the right to determine the final selection and admission of each student nominated by the home institution.
- 5.3 The exchange students must satisfy all admission requirements including the language proficiency requirement of the host institution.
- 5.4 Both institutions must advise annually the dates by which applications must be received.
- 5.5 A complete set of application papers will normally consist of:
  - 5.5.1 host institution application forms;
  - 5.5.2 official copy of applicant's academic transcript;
  - 5.5.3 other supporting letters and academic background materials relevant to specific course selections, as requested during the application process.

#### **6. RESPONSIBILITIES OF THE HOST INSTITUTION AFTER ADMISSION OF EXCHANGE STUDENTS NOMINATED BY THE HOME INSTITUTION**

- 6.1 The host institution will provide such exchange student with formal letters of admission and other documents as may be required for establishing his/her student status for visa and other purposes.
- 6.2 The host institution will assign admitted exchange student to the appropriate school, department or division of faculty, and to appropriate academic advisers.
- 6.3 All appropriate student services and facilities of the host institution will be made available (where possible) to exchange students.

- 6.4 After the exchange student's completion of the period of study, the host institution will send the academic transcripts of the student's work to the appropriate officer of the home institution.

## **7. FEES AND BENEFITS AT HOST INSTITUTION**

- 7.1 Each exchange student will pay his or her regular fees for tuition, registration, admission and any other fees payable to the home institution and will receive any benefits from the host institution that are available for exchange students. Any additional benefits for exchange students may be provided by mutual written agreement between the Parties. Miscellaneous fees such as special course fees, key deposits, books, etc., will be paid directly by each exchange student to the host institution.
- 7.2 Each exchange student shall be responsible for his or her own costs and expenses at the host institution including without limitation his or her own costs and expenses in travel, meal and accommodation. However, the host institution agrees to assist exchange students in obtaining accommodation for the period of the Exchange Programme. Whenever necessary, the Parties will provide a guide as to the expenses to be encountered by the exchange student while living in the host country.

## **8. INSURANCE, ENTRY AND VISA REQUIREMENT**

- 8.1 Each exchange student should purchase his or her own health and accident insurance. Proof of adequate insurance coverage must be submitted to the administrative body of each Party. Neither Party will assume responsibility for expenditure derived from the student illnesses or accidents.
- 8.2 Each exchange student shall ensure that all entry and visa requirements of the country of the host institution are complied with. Both Parties agree to provide the exchange student with information regarding the pertinent legal provisions of each host country.

## **9. OTHERS**

- 9.1 Exchange students will be expected to abide by the laws and customs of the host country and by the policies, rules and regulations of the host institution. Where possible they will also be required to sit the same examinations for the courses in which they are enrolled as students for the host institution.
- 9.2 Upon completion of the Exchange Programme at the host institution, the exchange students must return to their home institution.



## 10. EFFECTIVE DATE AND TERMINATION OF AGREEMENT

- 10.1 This Agreement shall be effective on and after the date of its signing by the authorized representatives of both Parties and remain in force for a period of five (5) years. Thereafter this Agreement may be renewed for a further period to be mutually agreed upon in writing by the Parties. On the anniversary of the Agreement, each Party will submit a brief report indicating any disparity in the number of exchange students and/or other issues or programmes.
- 10.2 Either Party may terminate this Agreement at any time by serving a written notice to the other Party at least three (3) months before the date of such termination. Notwithstanding such termination each Party agrees to carry out any negotiations and responsibilities assumed prior to the termination date.

## 11. IMPLEMENTATION

Implementation of this Agreement is subject to sufficient funding being procured as appropriate by each Party.

## 12. AMENDMENTS OR MODIFICATIONS

No amendments, modifications, supplements, termination or waiver of any provision of this Agreement will be effective unless made in writing and duly signed by both Parties.

## 13. NOTICES

Every notice, request or any other communication required or permitted to be given pursuant to this Agreement shall be in writing, in English and delivered personally or sent by registered or certified air mail or by courier or email (which shall be acknowledged by the other Party) to the Parties at the addresses as stated below:

- (a) If to UM: International Student Centre  
Level 1, Block G, Perdanasiswa Complex  
University of Malaya  
50603 Kuala Lumpur, Malaysia  
Attention: Director  
E-mail: [studyabroad@um.edu.my](mailto:studyabroad@um.edu.my)
- (b) If to UniME: University of Messina  
piazza Pugliatti, 1  
98122 Messina, Italy  
Attention: Prof. Antonino Germanà  
Vice-Rector for Internationalization  
and Horizon 2020  
E-mail: [cooperazione@unime.it](mailto:cooperazione@unime.it)



14. **CONFIDENTIALITY**

The Parties agree and undertake to keep confidential at all times any information or data that may be exchange, acquired or shared in connection with any programme or activity conducted pursuant to this agreement save where the same is already in public domain.

15. **DISPUTE RESOLUTION**

Dispute, controversy or claim arising out or relating to this Agreement, or the termination of invalidity thereto shall be solved amicably by both parties, failing which either party may take the dispute, controversy or claim to any competent court of law in Malaysia or Italy.

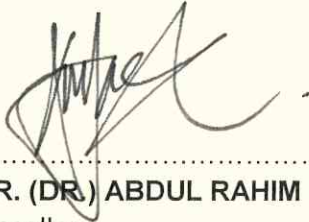
16. **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of Malaysia and Italy.

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**IN WITNESS THEREOF**, both Parties have caused this Agreement to be executed by their duly authorized representatives.

For and on behalf of the  
**UNIVERSITY OF MALAYA**



.....  
**DATUK IR. (DR.) ABDUL RAHIM HASHIM**  
Vice-Chancellor

Date: 17 JUN 2019 .....

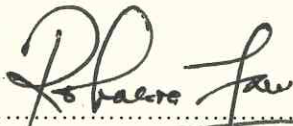
For and on behalf of  
**UNIVERSITY OF MESSINA**



.....  
**PROF. SALVATORE CUZZOCREA**  
Rector

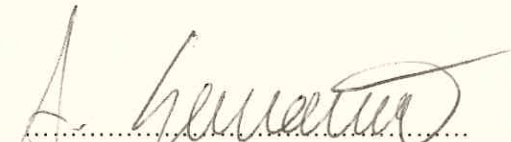
Date: 22/02/2019 .....

In the presence of



.....  
**ASSOC. PROF. DR. ROHANA JANI**  
Dean, Faculty of Economics & Administration

In the presence of



.....  
**PROF. ANTONINO GERMANA**  
Vice-Rector for Internationalisation  
and Horizon 2020