

MEMORANDUM OF UNDERSTANDING

between



UNIVERSITI KEBANGSAAN MALAYSIA

and



EL COLEGIO DE MÉXICO

**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNIVERSITI KEBANGSAAN MALAYSIA
AND
EL COLEGIO DE MÉXICO**

THIS MEMORANDUM OF UNDERSTANDING is made on this **1st day of July, 2022**.

Between

UNIVERSITI KEBANGSAAN MALAYSIA an institution of higher learning established and incorporated under the Universities and University Colleges Act 1971 [Act 30] (hereinafter referred to as "**UKM**"), and having its address at 43600 UKM Bangi, Selangor Darul Ehsan, MALAYSIA of the one part,

And

EL COLEGIO DE MÉXICO (hereinafter referred to as "**COLMEX**"), located at Camino al Ajusco No. 20, Col. Ampliacion Fuentes del Pedregal, ZIP 14110, Tlalpan, Mexico City, MÉXICO of the other part.

UKM and **COLMEX** shall hereinafter be referred to singularly as "the Party" and jointly as "the Parties".

WHEREAS

- A. **UKM** is one of five research universities in Malaysia with a strategic direction to be the regional leader in academic and research excellence. In taking various initiatives to enhance its academic and research capabilities, **UKM** has established partnerships with various organizations. **UKM**, for the purpose of this Memorandum of Understanding, is being represented by its Institute of Malaysian and International Studies (IKMAS).
- B. **COLMEX** is a prestigious Mexican institute of higher education, specializing in teaching and research in social sciences and humanities. **COLMEX**'s legal representative is Prof. Silvia Elena Giorguli Saucedo, President of the institution and is empowered to hold this Memorandum of Understanding as evidenced by Public Deed Number 100,106, Book 2,785 of date 3 of February 2021, granted before the faith of Francisco Talavera Autrique, Notary Public Number 221 of Mexico City, as well as in the terms of articles 18 and 23, subparagraph a), of the Organic Statute of El Colegio de México.
- C. This Memorandum of Understanding is made in furtherance of the Memorandum of Understanding between the Parties dated 21st May, 2012 and 30th May, 2017 in order to continue the well-established collaboration for the mutual interest and for the common benefit of the Parties.



- D. Upon the execution of this Memorandum of Understanding, the Parties will proceed to conduct necessary due diligence, commence negotiations in good faith towards the execution of this Memorandum of Understanding and use their best endeavour to ensure the success of this Memorandum of Understanding.

NOW THE PARTIES HEREBY AGREE AS FOLLOWS:

**ARTICLE 1
SCOPE OF COOPERATION**

- 1.1 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 academic and research cooperation, extension and culture diffusion, as well as the technical and technological support services and programs between the Parties on the basis of equality and mutual benefit.
- 1.2 Each Party will endeavour to take necessary steps to encourage and develop academic exchange in the area of education and research, and have agreed upon the following programs attached in **Appendix A** of this Memorandum of Understanding based on principles of equality and reciprocity of mutual benefits.
- 1.3 The Parties agree that the list of activities attached in **Appendix A** and the list of faculties involved under the implementation of this Memorandum of Understanding may be added from time to time with the mutual agreement of the Parties.

**ARTICLE 2
IMPLEMENTATION AND ADMINISTRATIVE COORDINATORS**

- 2.1 The Parties agree to appoint from each Party an overall Administrative Coordinator for the administration of this Memorandum of Understanding.
- 2.2 The Coordinators will serve as the contact person on campus, being responsible of implementing the decisions and ensuring that necessary approvals are in place, and overseeing the productive stay of the visiting students/experts and arrangements associated with their visits.

**ARTICLE 3
FINANCIAL ARRANGEMENT**

- 3.1 This Memorandum of Understanding will not give rise to any financial obligation by one Party to the other and each Party will bear its own cost and expenses in relation to the academic activities under this Memorandum of Understanding.



- 3.2 Notwithstanding the provision of sub-article 3.1, the Parties agree to discuss and further negotiate depending on the availability of funds before implementing any specific academic programs on specific budget.
- 3.3 Any intellectual property developed on collaborative research conducted under this Memorandum of Understanding or any contracts pertaining to fee for services rendered will be addressed on a case-by-case basis under separate agreements.

ARTICLE 4

PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 4.1 The protection of intellectual property rights shall be enforced in conformity with the national laws, rules and regulations of the Parties and with other international agreements signed by the government or the authorized organization in the Parties' country.
- 4.2 The use of the name, logo and/or official emblem of any of the Parties as the case may be, on any publication, document and/or paper is prohibited without the prior written approval of either Party.
- 4.3 Notwithstanding anything in sub-article 4.1 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;
 - ii. solely and separately by **UKM** or **COLMEX**, or research results obtained through the sole and separate effort of **UKM** or **COLMEX**, as the case may be, shall be solely owned by the Party concerned; and
 - iii. rights in intellectual property developed by students in the course of exchanges, collaborative or research activities shall be dealt in accordance with the rules and regulations of the Parties.

ARTICLE 5

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 6
REVISION, MODIFICATION AND AMENDMENT

- 6.1 Either Party may request in writing a revision, modification or amendment of all or any part of this Memorandum of Understanding.
- 6.2 Any revision, modification or amendment agreed to by the Parties shall be reduced into writing and shall form part of this Memorandum of Understanding.
- 6.3 Such revision, modification or amendment shall come into force on such date as may be determined by the Parties by mutual agreement.
- 6.4 Any revision, modification or amendment shall not prejudice the rights and obligations arising from or based on this Memorandum of Understanding before or up to the date of such revision, modification or amendment.

ARTICLE 7
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 written notification has been given to the other Party.

ARTICLE 8
SETTLEMENT OF DISPUTES

Any difference or dispute between the Parties concerning the interpretation and/or application of any of the provision of this Memorandum of Understanding shall be settled amicably through mutual consultation and/or negotiations between the Parties without reference to any third party.

ARTICLE 9
DURATION AND TERMINATION

- 9.1 This Memorandum of Understanding shall come into force from the 1st day of July, 2022, irrespective of the date of signing and shall remain in force for a period of five (5) years subject to review and modification as mutually agreed upon.
- 9.2 Thereafter, if the Parties hereto wish to extend the terms of this Memorandum of Understanding, they shall do so by an express covenant in writing.



- 9.3 Notwithstanding anything in this Article, either Party may terminate this Memorandum of Understanding by notifying the other Party to its intention to terminate this Memorandum of Understanding by a notice in writing, at least three (3) months prior to its termination date. Termination shall be without penalty.
- 9.4 Such notice of termination does not affect any individual students who have already commenced or been accepted by either Party.

ARTICLE 10 NOTICES

Any communications 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 UNIVERSITI KEBANGSAAN MALAYSIA or EL COLEGIO DE MÉXICO, 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 UKM: Director
Institute of Malaysian and International Studies (IKMAS)
Universiti Kebangsaan Malaysia
43600 UKM Bangi
Selangor Darul Ehsan
MALAYSIA

Telephone: +603 - 8921 3949
Facsimile: +603 - 8926 1022

To COLMEX: Director
Center for African and Asian Studies
El Colegio de México
Camino al Ajusco No. 20
Col. Ampliacion Fuentes del Pedregal
ZIP 14110
Mexico City
MÉXICO

Telephone: +52 55 5449 3000 ext 3158

ARTICLE 11 RELATIONSHIP OF THE PARTIES

- 11.1 The Parties record that it is not their intention that this Memorandum of Understanding creates any partnership, agency or other relationship between them




under which either Party might be deemed to be responsible for the acts or omissions of the other Party and this Memorandum of Understanding should not be construed as to render the Parties liable as partners or as creating any partnership, agency or other similar relationship.

- 11.2 Notwithstanding anything in this Memorandum of Understanding, a Party shall at no time underwrite or guarantee or be in any way directly or indirectly responsible or deemed to be responsible for all or any of the debts, liabilities or obligations incurred by the other Party from time to time.

ARTICLE 12 FORCE MAJEURE

No Party hereto shall be held responsible or liable or be deemed to be in default or in breach of this Memorandum of Understanding for its delay, failure or inability to meet any of its obligations under this Memorandum of Understanding (other than any obligation to pay money as mutually agreed in writing) caused by or arising from any cause which is unavoidable or beyond the reasonable control of such party, including war, warlike operations, riot, insurrection, orders of government, strikes, lockouts, public health emergencies, quarantines, disturbances or any act of God or other cause which frustrates the performance of this Memorandum of Understanding.

ARTICLE 13 GENERAL

- 13.1 Any provisions of this Memorandum of Understanding which are held to be illegal or otherwise in conflict with any laws, statutes or regulations shall be deemed to be severed from the remainder of the Memorandum of Understanding and the validity of the remaining provisions shall not be affected.
- 13.2 Neither Party must make false or misleading representations or statements.
- 13.3 Neither Party to this Memorandum of Understanding shall assign or purport to assign any right under this Memorandum of Understanding without the prior written approval of the other Party.
- 13.4 The Parties hereby confirm their express agreement that this Memorandum of Understanding and all documents directly or indirectly related thereto be drawn up in English.
- 13.5 Each of the Parties hereto confirms its intention to promote the best interests of the Parties hereto and to consult fully on all matters materially affecting the areas of co-operation. Each of the Parties hereto shall act in good faith towards the other Party in order to promote the success of the contemplated co-operation.
- 

APPENDIX A

THE LIST OF ACTIVITIES BETWEEN UNIVERSITI KEBANGSAAN MALAYSIA AND EL COLEGIO DE MÉXICO

Based upon principles of international educational exchange (mutual respect and benefit, cooperation, collaboration, and understanding), Universiti Kebangsaan Malaysia and El Colegio de México agree to explore the following collaborative activities:

1. Exchange of undergraduate and graduate students in related disciplines;
2. Student internship programmes;
3. Exchange of professors and researchers;
4. Short courses and training;
5. Joint research activities and supervision;
6. Exchange of information on best practices, knowledge and expertise;
7. Joint publication of books and journals;
8. Promotion and exchange of cultural activities of the use and usage of language;
9. Co-hosting conferences, seminars and other academic meetings; and
10. Any other areas of co-operation to be mutually agreed upon by the parties.

Terms of co-operation

The terms of co-operation for each specific activity implemented under this Memorandum of Understanding shall be mutually discussed and agreed upon by both Parties prior to the initiation of that activity.

The lists of activities are not exhaustive and may be added from time to time with the mutual agreement of the Parties.

