

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GOVERNMENT OF INDIA
AND
THE GOVERNMENT OF MALAYSIA
ON COOPERATION IN THE FIELD OF HIGHER EDUCATION

THE GOVERNMENT OF THE REPUBLIC OF INDIA as represented by the Ministry of Human Resource Development, India and THE GOVERNMENT OF MALAYSIA as represented by the Ministry of Higher Education, Malaysia (hereinafter referred to singularly as "the Party" and collectively as "the Parties");

DESIRING to strengthen and further develop the friendly relations between the two countries in the field of higher education;

APPRECIATING the importance of higher education as a factor of economic development as well as a means to further cultivate the ties between both countries;

CONVINCED of the necessity of a lasting and effective co-operation in the interest of both countries; and

BELIEVING that such cooperation would serve the common interests and contribute to the enhancement of the field of higher education and social development of both countries;

HAVE AGREED 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 each country, agree to strengthen, promote and develop co-operation in higher education, exchange of information with regard to the education system, the equivalence of academic certificates, as well as its graduate and postgraduate degrees for the purpose of mutual recognition.

ARTICLE II
AREAS OF CO-OPERATION

Each Party will, subject to the laws, rules, regulations, procedures 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 technical co-operation in the following areas;

- (a) exchange of academic staff, teachers, trainees, experts and students between institutions of higher learning in consultation with the Ministry of Higher Education of Malaysia and the Ministry of Human Resource Development, India on programmes

that will be of mutual benefit to both Parties. Such exchange may involve teaching assignments and/or research that may result in a joint report, publication or study visit. The duration and terms with regard to such exchange in the host Ministry shall be decided and agreed by both parties;

- (b) exchange of information on the system and structure of higher education, reforms and new educational technologies;
- (c) training of education administrators and teachers including those involved in service training;
- (d) scholarships for further education in recognised institutions of higher learning of both Parties;
- (e) bilateral programmes between recognised institutions of higher learning in technical, vocational and higher education that will mutually benefit both Parties;
- (f) exchange of educational literature, teaching aids, information and demonstration materials as well as the organization of relevant exhibitions and seminars;
- (g) study the possibility of credit transfers and similar programmes between recognised institutions of higher learning of both Parties and the possibilities for mutual recognition of academic, professional, polytechnic and vocational qualifications;
- (h) support mutual assistance in the areas of information and communications technology, technical and vocational education, mathematics and sciences; and
- (i) any other areas of co-operation in the field of higher education to be mutually agreed upon by the Parties.

ARTICLE III DESIGNATED AUTHORITY

The designated authority responsible for the implementation of this Memorandum of Understanding on behalf of the Government of Malaysia shall be the Ministry of Higher Education, Malaysia and on behalf of the Government of India shall be the Ministry of Human Resource Development, India.

ARTICLE IV JOINT WORKING GROUP

1. The Parties will establish a Malaysia-India Joint Working Group (hereinafter referred to as the "Joint Working Group") to review the implementation of this Memorandum of Understanding between the two countries.
2. The Joint Working Group will consider ways and means to promote the aforesaid objective and to ensure the proper co-ordination and implementation of its decisions and/or recommendations. The Joint Working Group will also review the progress of the implementation of all understandings concluded between the two countries within the framework of this Memorandum of Understanding, and take steps to ensure the active and speedy implementation of the understandings.
3. The Joint Working Group will be chaired on behalf of Malaysia by a Senior Official of the Ministry of Higher Education of Malaysia and on behalf of the Government of India, by a Senior Official of the Ministry of Human Resource Development, India with participation by other relevant agencies of both countries as appropriate.
4. The Joint Working Group will meet once every two (2) years, alternately in Malaysia and

India. The Joint Working Group may also hold additional meetings whenever it considers necessary.

5. The Joint Working Group will meet at a date convenient to and decided upon by the Parties.
6. The composition and procedure of the Joint Working Group will be jointly decided upon by the Parties.
7. The decisions and other conclusions of the Joint Working Group will be reflected in the Agreed Minutes of the Meeting and the Parties will take appropriate steps to implement these decisions and conclusions.

ARTICLE V IMPLEMENTATION

In the implementation of this Memorandum of Understanding, the Parties shall arrange the details of any activity to be carried out through their respective designated authorities, namely, the Ministry of Higher Education on behalf of the Government of Malaysia and the Ministry of Human Resource Development, India on behalf of the Government of India, recognizing that the exchange of any staff, student or material shall not necessarily be simultaneously reciprocal.

ARTICLE VI FINANCIAL ARRANGEMENTS

1. The financial arrangements to cover expenses for the cooperative activities undertaken within the framework of this Memorandum of Understanding shall be mutually agreed upon by the respective Parties on a case-by-case basis subject to the availability of funds.
2. Notwithstanding anything in paragraph 1 above, expenses for organising the meetings of the Joint Working Group shall be borne by the Party hosting the meetings. The Party which is sending its representatives for participation in the meeting of the Joint Working Group, if any, shall bear their own travel and living expenses.

ARTICLE VII PARTICIPATION OF A THIRD PARTY

Either Party may invite the participation of a third party on the joint activities and/or programmes being carried out under this Memorandum of Understanding upon the agreement of the other Party. In carrying out such joint activities and/or programmes, the Parties shall ensure that the third party shall comply with the provisions of this Memorandum of Understanding.

ARTICLE VIII PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

1. The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules, regulations and national policies 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 by 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 IX CONFIDENTIALITY

1. Each Party shall undertake to observe the confidentiality and secrecy of documents, information and other data received 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. Both Parties agree that the provisions of this Article shall be binding between the Parties notwithstanding the termination of this Memorandum of Understanding.

ARTICLE X 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 through diplomatic channels.

ARTICLE XI REVISION, MODIFICATION AND AMENDMENT

1. Either Party may request in writing a revision, modification or amendment of all or any part of this Memorandum of Understanding.
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.
3. Such revision, modification or amendment shall come into force on such date as may be determined by the Parties.
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 XII
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 or negotiations between the Parties through diplomatic channels, without reference to any third party or international tribunal.

ARTICLE XIII
ENTRY INTO FORCE, DURATION AND TERMINATION

1. This Memorandum of Understanding shall come into force on the date of signing and shall remain in force for a period of five (5) years.
2. Thereafter, it shall be automatically extended for a further period of five (5) years.
3. Notwithstanding anything in this Article, either Party may terminate this Memorandum of Understanding by notifying the other Party of its intention to terminate this Memorandum of Understanding by a notice in writing through diplomatic channels, at least three (3) months prior to its intention to do so.
4. The termination of this Memorandum of Understanding shall not affect the implementation of on-going activities and/or programmes which have been agreed upon before the date of the termination of this Memorandum of Understanding.

IN WITNESS WHEREOF, the undersigned being duly authorised thereto by their respective Governments, have signed this Memorandum of Understanding.

DONE at New Delhi on this 20th day of January in the year 2010 in six (6) original texts, two (2) each in the Malay, Hindi and English languages, all texts being equally authentic. In the event of any divergence of interpretation between any of the texts, the English text shall prevail.

FOR THE GOVERNMENT OF
INDIA



(KAPIL SIBAL)
MINISTER OF HUMAN
RESOURCE DEVELOPMENT

FOR THE GOVERNMENT OF
MALAYSIA



(MOHAMED KHALED BIN NORDIN)
MINISTER FOR HIGHER EDUCATION