



**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**ASIA e UNIVERSITY**

**AND**

**MEHR ALBORZ UNIVERSITY**

This Memorandum of Understanding (hereinafter referred to as "MoU") is made and entered into on this 26<sup>th</sup> March 2008 (hereinafter referred to as "the Effective Date"),

**BETWEEN**

**ASIA e-UNIVERSITY**, an institution of higher learning established and registered in Malaysia under the Private Higher Educational Institutions Act 1996 (Registration No. KPT/ JPS/ DFT/ US/ W12) and having the correspondence address at Jalan Tun Ismail, 50480 Kuala Lumpur (hereinafter referred to as "AeU") of the one part;

**AND**

**MEHR ALBORZ UNIVERSITY**, is a an institution of higher learning founded in 2002 under the license of Iran's Ministry of Science, Research and Technology and having the correspondence address at Jalal-al-Ahmad Expressway, Koy-e-Nasr (Gisha) 2nd Street, # 14 Postal Code: 1446844511 Tehran, Iran (hereinafter referred to as "MAU") of the other part.

AeU and MAU shall be collectively referred to as the "Parties" and individually as the "Party".

**PREAMBLE:-**

- A. AeU, a dual-mode multinational university, aspires to be a premier educational hub in promoting e-Learning initiatives in Asia. AeU was officially established in April 2007 and its establishment is an initiative of Malaysia, as prime mover for e-education, with the support of the 30 Asia Cooperation Dialogue (ACD) member countries.
- B. MAU is a virtual non-governmental university in Iran, established with the aim of providing university level educational opportunities through information technology, contributing towards society's professional needs for a sustainable economic development.
- C. The purpose of this MoU is to set out the basis for co-operation between the Parties with a view to explore and enhance academic links and other academic services.
- D. The Parties assure each other that *this exclusive* co-operation is based upon mutual trust and fair performance to achieve a sustainable relationship.

## **OBJECTIVES:-**

The Parties agree that the objectives (hereinafter referred to as “the Objectives”) of this MoU are as follows:-

- a. to encourage co-operation between the Parties in any academic area that will benefit the Parties;
- b. to promote joint co-operation in the development and offering of academic and training programs, including the teaching and learning process, undertaken by the Parties;
- c. to promote joint marketing, quality and standardisation activities of programmes and services initiated by the Parties.

**FOR EFFECTING THE OBJECTIVES**, it is hereby agreed and declared as follows:-

1. **UNDER THIS MoU, THE PARTIES WILL ENDEAVOUR TO UNDERTAKE** the following activities:-
  - 1.1 organise collaborative academic programs;
  - 1.2 organise collaborative training programs and short courses;
  - 1.3 conduct professional development training of academic staff and specialists of the Parties;
  - 1.4 promote joint marketing activities for all programs and services initiated by the Parties;
  - 1.5 support towards the establishment of a branch office in each party’s respective countries;
  - 1.6 promote a constant dialogue, sharing of new ideas, and communicate new developments; and
2. **IT IS AGREED BY BOTH PARTIES** as follows:-
  - 2.1 The Parties undertake to make detailed arrangements for the implementation and development of specific projects or activities within the framework of this MoU through meetings, exchanges of letters and other formal instruments. Each of the Parties shall be responsible for coordinating the implementation of its side of the activities. Each of the Parties shall assign a person to be in charge of implementing and maintaining this MoU and negotiating and managing any changes.

- 2.2 The Parties shall consult together upon request of either Party regarding any matter relating to the terms of the MoU and shall endeavour jointly in a spirit of cooperation and mutual trust to resolve any difficulties or misunderstanding which may arise. The Parties shall ensure that the activities considered in this memorandum or its schedules comply with all applicable laws, especially Malaysian laws.
- 2.3 This MoU shall take effect from the Effective Date and shall be valid for the period of three (3) years unless and otherwise terminated in accordance with clause 2.4 of this MoU.
- 2.4 This MoU may be modified by mutual determination of the parties and may be terminated by either party by giving three (3) months prior written notice to the other party without any legal effect. Any program or activity that has been approved or implemented at the time of termination of this MoU shall be allowed to proceed until its schedule completion, unless otherwise agreed upon by both parties.
- 2.5 The Parties will procure that at all times keep confidential and will not disclose to any third parties, persons or individual any confidential information acquired by AeU and MAU in connection with this MoU unless otherwise authorised in advance in writing by either Party.
- 2.6 Nothing in this MoU shall prevent the Parties from contracting with third parties on a similar basis with regards to the subject matter of this MoU.
- 2.7 The parties hereby agree that this MoU is not meant to be conclusive or exhaustive and not binding on the Parties hereto. Instead this MoU outlines the general understanding and the framework for mutual cooperation between the parties and is aimed at paving the way to enter into formal Agreement/Agreements this MoU shall be deemed to be of effect whatsoever.