



**MEMORANDUM OF COOPERATION**

**BETWEEN**

**MEHRALBORZ UNIVERSITY  
IRAN**

**AND**

**MULTIMEDIA UNIVERSITY  
MALAYSIA**

**MARCH 2008**

تفاهم‌نامه همکاری

بین

دانشگاه مه‌البرز ایران

و

دانشگاه مالزی مدیای مالزی (MMU)

فروردین ۱۳۸۷

This Memorandum of Cooperation ("MOC") dated this 28<sup>th</sup> March , 2008.

BETWEEN:

**UNIVERSITI TELEKOM SDN. BHD. (436821-T)** having its registered office at Company Secretarial Division, Level 51, North Wing, Menara TM, Jalan Pantai Baharu, 50672 Kuala Lumpur [as the registered owner of Multimedia University (Registration No. KP/JPS/DFT/US/B01), a Private University registered under the Private Higher Educational Institutions Act, 1996 (Act 555 )] and having its business address at Jalan Multimedia, 63100 Cyberjaya, Selangor Darul Ehsan and Jalan Ayer Keroh Lama, 75450 Bukit Beruang, Melaka (hereinafter referred to as Multimedia University or "MMU")

AND

**Mehr\_Alborz University**, having its registered address at No.14, Second Alley, Nasr Street, Jalal Al Ahmad Highway, Iran, a non-governmental university under the regulation of the Iranian Ministry of Science, Research, and Technology [Registration No. 22/5858] (hereinafter referred to as Mehr\_Alborz University or "MAU")

WHEREAS:

1. MAU is a virtual non-governmental university in Iran, established with the aim of providing university level educational opportunities through information technology. MAU's academic programs in the areas of management and information communication technologies have been tailored to develop a large pool of professional and skilled workers needed for a sustainable economic development.
2. MMU is a university with two campuses (Cyberjaya and Melaka) in Malaysia, and provides university-level education and training in the areas of multimedia technology, engineering, information technology, creative multimedia, and business management.
3. The Parties now wish to enter into a series of discussions for the mutual benefit of both Parties, and for purposes more particularly set forth herein.

The Parties hereby agree to the following:

1. **Scope of Cooperation:** The provisions stated in this MOC are statements of intent only. This is a **non-binding agreement** between the Parties (save for the confidentiality provisions below), and no such agreement shall exist until both Parties have negotiated, prepared and executed a separate written agreement establishing the binding obligations of the Parties and approved by each Party's Board of Directors in relation to specific objectives stated below.

This MOC is intended to establish a basis upon which MAU and MMU may explore areas for cooperation, and the Parties will also explore cooperation on talent sourcing and development. The Parties believe that such endeavors would be in the interest of both Parties. In this regard, the Parties agree to discuss and explore the following:

- i) Cooperation in marketing and promotion activities in connection with the MMU- MAU collaboration on terms agreed by both parties.
- ii) Access to relevant training facilities owned and/or operated by MMU for MAU use on terms and agreed by both parties.

- iii) The provision of joint degree programmes, dual awards, distributed delivery of MMU courses and/or the delivery of franchised MMU courses at MAU.
- iv) Opportunities for postgraduate students from MAU to complete part of their program at MMU on terms agreed by both parties.
- v) Mutual cooperation for research, lectures and other consultation activities.
- vi) Opportunities for internship of MAU students at MMU.
- vii) Content development for e-learning for delivery through MAU in particular postgraduate programs.

**Contact Persons:** MMU hereby appoints Senthilathiban Veeriah (Senior Director, Operations) and MAU appoints Dr. Jamshid Shanbehzadeh (Director, International Office) to co-ordinate and oversee all discussions between the Parties pursuant to this MOC.

**Mutual Expense and Reliance:** Each Party will be responsible for its own expenses during the discussions in connection with this MOC, and all discussions shall be done in good faith for the mutual benefit of both Parties involved. Any action taken in reliance on the Cooperation expressed in this MOC shall be at the Parties' own risk.

**Confidentiality:**

- a) All information exchanged between Parties in connection with this MOC or during discussions preceding this MOC and relating to this MOC or to any matter contemplated by this MOC, and any discussions held between the Parties are CONFIDENTIAL to them and may not be disclosed to any third party during the period of this MOC or anytime thereafter except :
  - i) with the written consent of the other Party;
  - ii) if required by law to be disclosed;
  - iii) in connection with legal proceedings by authority of a court of competent jurisdiction; or
  - iv) if the information is or becomes generally and publicly available but not as a result of breach by either Party and/or the employees of its respective subsidiaries, parent or related companies as aforesaid, of its obligations under this MOC.
- b) Disclosure of confidential information to employees of either Party's subsidiary, parent or related companies (as defined under Malaysia Companies Act, 1965) is permitted provided it is necessary for the purposes of performing that Party's obligations under this MOC. Notwithstanding the aforesaid, the Party receiving any information shall ensure that any of its employees to whom information is disclosed by the Party disclosing any of its employees to whom information is disclosed by the Party disclosing pursuant to this MOC shall undertake to observe the confidentiality undertakings in this MOC. The Party receiving the information shall protect all confidential information of the disclosing Party using not less than the standard of care in which it treats its own confidential information (but no less than a reasonable care in the circumstances) and shall ensure that the information is stored and handled in such a way as to prevent unauthorized disclosure.
- c) The obligation of confidentiality herein shall survive the termination of this MOC and remain binding on the Parties without limitation of time.

**Implementation and Termination:** This MOC will come into effect on the day on which it is signed by both Parties. It will continue for a period of Three Years, thereafter the MOC may be extended for a further period by written *agreement* between both Parties. Furthermore both parties acknowledge that either party may terminate this MOC for any reason by providing 30 days notice in writing to the other Party.

6. **Limitation of Liability:** In no event shall either Party be liable to the other for any damages whatsoever including, without limitation, direct, indirect, speculative, incidental, special or consequential damages in connection with performance under this MOC.
7. **Modifications:** No variations, modification or alteration of any provisions of this MOC shall be effective unless made with the prior written agreement of the Parties.
8. **Governing Law and Jurisdiction:** This MOC and any final agreement entered pursuant to this MOC shall be governed by and construed in accordance with the laws of Malaysia. Any dispute controversy or claim arising out of or relating to this MOC or the breach, termination or invalidity thereof, shall be decided and finally resolved by arbitration by one arbitrator in accordance with the Kuala Lumpur Regional Centre for Arbitration Rules. The language to be used in the arbitration proceedings shall be in English. It is further agreed that both parties shall decide on the applicability of jurisdiction in due course with the consultation of the Iranian Ministry of Science, Research, and Technology.