



MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITI TUN HUSSEIN ONN MALAYSIA

AND

TOBRUK UNIVERSITY-LIBYA

ON ACADEMIC, RESEARCH AND TRAINING COOPERATION

This **MEMORANDUM OF UNDERSTANDING** (hereinafter referred to as "MoU") is made and entered into this day of 2023.

BETWEEN

UNIVERSITI TUN HUSSEIN ONN MALAYSIA (hereinafter referred to as "UTHM"), a public university established under the Universities and University Colleges Act 1971 whose address is at 86400 Parit Raja, Batu Pahat, Johor Darul Ta'zim, Malaysia and shall include its lawful representatives and permitted assigns;

AND

TOBRUK UNIVERSITY (hereinafter referred to as "TU"), whose address is **Tobruk – Libya** of the second party and shall include its lawful representatives and permitted assigns;

(hereinafter referred to singularly as "**the Party**" and collectively as "**the Parties**"),

WHEREAS

- A. **UTHM** is an established University which strives to enhance and strengthen its internationalization linkage and has taken various initiatives to compliment its educational excellence. **UTHM** has entered into various collaborative arrangements with other parties to enhance its academic and research activities.
- B. **TU** is an officially recognized public higher education institution based in Tobruk in East Libya. **TU** was established on 28/09/ 1991 as The Faculty

of Social Science –Omar Al Mukhtar University. In 2000, a resolution was issued by The Higher Education Ministry to establish universities in different Libyan cities including Almasira Al Kubra University in Tobruk (The Greet March University). It continued to deliver higher education, and established a number of new faculties. In 2005 a new strategy was introduced by The Higher Education and resulted in merging a number of universities. As a result, Al Masira Alkubra University, Derna University and Omar Al Mukhtar University were all merged under Omar Al Mukhtar University. Based on a resolution by the government in 2016, it was officially founded under the name of Tobruk University, consists of 15 faculties in 6 main campuses.

- C. The Parties are desirous of entering into this MoU to declare their respective intentions and to establish a basis of co-operation and collaboration between the Parties upon the terms as contained herein.

HAVE REACHED AN UNDERSTANDING as follows:

ARTICLE I
OBJECTIVE

The Parties, subject to the terms of this MoU and the laws, rules, regulations and national policies from time to time in force in each Party's country, will endeavor to strengthen, promote and develop co-operation between the Parties on the basis of equality and mutual benefit.

ARTICLE II
AREAS OF CO-OPERATION

1. Each Party will, subject to the laws, rules, regulations and national policies from time to time in force, governing the subject matter in their respective countries, endeavor to take necessary steps to encourage and promote co-operation in the following areas:

- (a) exchange of information, knowledge and material;
- (b) student exchanges;
- (c) joint supervision;
- (d) joint research training; and
- (e) other related fields as mutually agreed in the future

2. For the purpose of implementing the co-operation in respect of any areas stated in paragraph 1, the parties will enter into a legally binding agreement subject to such further terms and conditions as mutually agreed upon by the Parties.

ARTICLE III
FINANCIAL ARRANGEMENTS

1. This MoU will not give rise to any financial obligation by one Party to the other.
2. Each Party will bear its own cost and expenses in relation to this MoU.

ARTICLE IV
EFFECT OF MEMORANDUM OF UNDERSTANDING

This MoU serves as a record of the Parties' intentions and except in relation to Articles VI and VII herein, 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, expressed or implied.

ARTICLE V
DURATION AND TERMINATION

1. This MoU will come into effect on the date of signing and will remain in effect for a period of five (5) years.
2. This MoU may be extended for a further period as may be agreed in writing by the Parties.
3. Each party may terminate the MoU by providing one (1) month notice in advance to the other Party. Upon termination, each party accordingly shall return any documents retained by the same to disclosing party.

ARTICLE VI
CONFIDENTIALITY

1. Each Party shall undertake to observe the confidentiality and secrecy of documents, information and other data received from or supplied to, the other Party during the period of the implementation of this MoU or any other agreements made pursuant to this MoU.

2. For purposes of paragraph 1 above, such documents, information and data include any document, information and data which is disclosed by a Party (the Disclosing party) to the other Party (the Receiving party) prior to, or after, the execution of this MoU, involving technical, business, marketing, policy, know-how, planning, project management and other documents, information, data and/or solutions in any form, including but not limited to any document, information or data which is designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving party or if orally given, is given in the circumstances of confidence.
3. Both Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this MoU.

ARTICLE VII

PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

1. The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations 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 of either Party.
3. Notwithstanding anything in paragraph 1 above, the intellectual property rights in respect of any technological development, and any 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 Part concerned.

ARTICLE VIII

NOTICES

Any communication under this MoU 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 TUN HUSSEIN ONN MALAYSIA** or **TOBRUK UNIVERSITY**, 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:

Address:

**Faculty of Civil Engineering and Built Environment
Universiti Tun Hussein Onn Malaysia
86400 Parit Raja, BatuPahat
Johor, Malaysia**

**Attn. to : Dr. Nasradeen Ali Khalifa Milad, P.Tech, MIET
Tel. No. : +60173500064
E-mail : nasradeen@uthm.edu.my**

Address:

**Tobruk University:
International Cooperation Office: ico@tu.edu.ly
Mobile phone: +218925793610**

ARTICLE IX
VARIATION

The terms stipulated in this MoU shall not be amended, altered, changed or otherwise modified without the mutual consent of the Parties and such amendments, alterations, changes and modifications shall be made in writing and signed by the Parties hereto.

ARTICLE X
GOVERNING LAW AND DISPUTE RESOLUTION

1. Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this MoU shall be settled amicably through mutual consultation and/or negotiations between the Parties, without reference to any third party.

1. Any consultation and/or negotiation for the settlement of dispute shall be governed by the laws of the country where such dispute arises.

ARTICLE XI
NO AGENCY

Nothing contained herein is to be construed so as to constitute a joint venture, partnership or formal business organization of any kind between the Parties or so as to constitute either Party as the agent of the other.

ARTICLE XII
ASSIGNMENT

Unless otherwise agreed in writing, both Parties shall not transfer or assign all or any of their rights, obligations, interests or benefits hereunder to any third party.

ARTICLE XIII
SUSPENSION

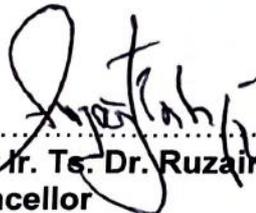
Each Party reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this MoU which suspension shall take effect immediately after notification has been given to the other Party.

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IN WITNESS WHEREOF the Parties hereto have executed this MoU on the day and year first above written.

For and on behalf of
Universiti Tun Hussein
Onn Malaysia

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.....
Professor Dr. Ruzairi bin Abdul Rahim
Vice-Chancellor

In the presence of


.....
Mr. Abdul Halim bin Abdul Rahman
Registrar/ Chief Operating Officer

For and on behalf of
Tobruk University

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.....
Dr. Hassan Khairallah
President

In the presence of


.....
Dr. Abdulhamid Saad
International Office Cooperation (ICO)



.....
Dr. Noura Bobaker
Head of International Agreements Department at ICO