



MEMORANDUM OF UNDERSTANDING

ON CO-OPERATION IN THE FIELD OF QUALITY ASSURANCE

BETWEEN

**NATIONAL INSTITUTION FOR ACADEMIC DEGREES AND UNIVERSITY
EVALUATION, JAPAN**

AND

MALAYSIAN QUALIFICATIONS AGENCY, MALAYSIA

THE NATIONAL INSTITUTION FOR ACADEMIC DEGREES AND UNIVERSITY EVALUATION (NIAD-UE), established based on the Act of General Rules for Incorporated Administrative Agency and the National Institution for Academic Degrees and University Evaluation Law whose address is at 1-29-1 Gakuen-nishi-machi, Kodaira, Tokyo, 187-8587, Japan and shall include its lawful representatives and permitted assigns; **AND THE MALAYSIAN QUALIFICATIONS AGENCY (MQA)**, a body corporate established under the Malaysian Qualifications Agency Act 2007 whose address is at 14th Floor, Menara PKNS-PJ, No. 17, Jalan Yong Shook Lin, 46050 Petaling Jaya, Selangor Darul Ehsan, Malaysia and shall include its lawful representatives and permitted assigns; (hereinafter also referred to singularly as “the Participant” and collectively as “the Participants”),

WHEREAS:

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

HAVE REACHED AN UNDERSTANDING as follows:

PARAGRAPH I OBJECTIVE

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

PARAGRAPH II AREAS OF CO-OPERATION

1. Each Participant will, subject to the laws, rules, regulations 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 that will be of mutual benefit to both participants in the following areas:

- (a) Exchange of Information
exchange policy documents and relevant operational information where appropriate to enable staff from the two agencies to support and learn from each other;
- (b) Mutual Understanding
work to enhance their understanding of each other's approach to ensuring quality in higher education and the respective systems in place for quality in higher education;
- (c) Quality Systems
aim to ensure that the role of NIAD-UE in quality assuring higher education institutions in Japan is fully understood within Malaysia; and aim to enhance awareness in Japan of the existence of MQA in quality assuring higher education in Malaysia;
- (d) Emphases
ensure that NIAD-UE fully understands which quality issues are of greatest importance to Malaysia, advising the Japanese higher education sector on this, as appropriate. Conversely, ensure that MQA fully understands which quality issues are of greatest importance to Japan, advising the Malaysian higher education sector on this, as appropriate;
- (e) Staff Exchange
when appropriate and possible, support staff from the two agencies
 - to spend time in each other's offices
 - to participate as observers in institutional audits
 - to be involved in training activitiesso that staff are acquainted with systems processes and other relevant matters;

(f) Use of Each Other's Reviewers
where appropriate and possible, draw on auditors or accreditors or other specialists from each other's systems to strengthen the international dimension of institutional audits;

(g) Collaboration
where appropriate and possible, collaborative programmes in relation to the quality assurance and accreditation activities will be run in both countries;

2. For the purpose of implementing the co-operation in respect of any area stated in Paragraph II (1), the Participants may enter into a legally binding agreement subject to terms and conditions as mutually agreed upon by the Participants including clauses on "confidentiality", "suspension", "protection of intellectual property rights" and "settlement dispute".

PARAGRAPH III FINANCIAL ARRANGEMENTS

1. This Memorandum will not give rise to any financial obligation by one Participant to the other.

2. Each Participant will bear its own cost and expenses in relation to this Memorandum.

PARAGRAPH IV EFFECT OF MEMORANDUM

This Memorandum serves only as a record of the Participants' 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.

PARAGRAPH V NO AGENCY

Nothing contained herein is to be construed so as to constitute a joint venture partnership or formal business organisation of any kind between the Participants or so to constitute either Participant as the agent of the other.

PARAGRAPH VI OTHER RIGHTS AND INTERESTS

Notwithstanding anything contained in this Memorandum, where the implementation of this Memorandum affects any Participant's rights and interests with respect to its national security, national and public interest or public order, protection of intellectual property rights, confidentiality and secrecy of documents, information and data, the

Participant may undertake appropriate steps or consultations to ensure that its rights and interests are protected and safeguarded.

**PARAGRAPH VII
ENTRY INTO EFFECT, DURATION AND TERMINATION**

1. This Memorandum will come into effect on the date of signing and will remain in effect for a period of five (5) years.
2. This Memorandum may be extended for a further period as may be agreed in writing by the Participants.
3. Notwithstanding anything in this Memorandum, either Participant may terminate this Memorandum by notifying the other Party of its intention to terminate this Memorandum by a notice in writing at least one (1) month prior to its intention to do so.

The foregoing record represents the understandings reached between the National Institution for Academic Degrees and University Evaluation and the Malaysian Qualifications Agency and upon the matters referred to therein.

In witness whereof, the undersigned duly authorized have signed this Memorandum in duplicate in English language.

Signed on 25 March 2011 by the representatives of both parties.

**FOR THE NATIONAL INSTITUTION FOR
ACADEMIC DEGREES AND UNIVERSITY
EVALUATION, JAPAN**

**FOR THE MALAYSIAN
QUALIFICATIONS AGENCY,
MALAYSIA**

.....
**SHIN-ICHI HIRANO, D.ENG.
PRESIDENT**

.....
**DATO' DR. SYED AHMAD HUSSEIN
CHIEF EXECUTIVE OFFICER**