

MEMORANDUM OF UNDERSTANDING

BETWEEN

NATIONAL UNIVERSITY

SUDAN

AND

PERDANA UNIVERSITY

MALYSIA

**ON FRIENDSHIP AND COOPERATION, PROMOTION OF MUTUAL UNDERSTANDING,
ACADEMIC, CULTURAL AND SCIENTIFIC THOUGHT AND PERSONNEL EXCHANGE**

This **Memorandum of Understanding** (hereinafter referred to as “**MoU**”) is executed

BETWEEN

NATIONAL UNIVERSITY-SUDAN (hereinafter referred to as “**NUSU**”)-is a private higher education institution, established in 2005 as the “National College for Medical and Technical Studies” upgraded to “University” in October 2013. It is located in the Sudan’s Capital Khartoum.

AND

PERDANA UNIVERSITY –MALYSIA an initiative between Academic Medical centre Sdn.and public-private partnership Unit in the prime Ministers’ Department ,was officially Launched on 12 September 2011 by the Honourable prime Minister Malaysia .The campus is currently situated in the MARDI-MAEPS complex in Serdang.

(hereinafter referred to as singularly as “the Party” and collectively as “the Parties”)

WHEREAS

- A. NUSU is the first and only ISO-certified higher education institution in Sudan, in areas of quality management of academic programmes of medicine, pharmacy, dentistry, physiotherapy, radiographic sciences and health informatics. The graduates of NUSU are recognized in USA, UK and Europe and Gulf Countries.
- B. **PERDANA UNIVERSITY** an initiative between Academic Medical centre Sdn.and public-private partnership Unit in the prime Ministers’ Department offering courses on Doctor of philosophy ,master of science (Msc) Bioinformatics, master of science (public Health), Medical Degree programme 5+0 in collaboration with Royal collaboration with Royal college of Surgeons, Doctor of Medicin (4-year Graduate Entry), Bachelor of science (honours) Occupational Therapy, Postgraduate Diploma in Bioinformatics, Foundation in science .

- C. The Parties are desirous of entering this Memorandum of Understanding to declare their respective intentions and to establish a basis of cooperation and collaboration between the Parties upon the terms as contained herein.

NOW THIS MOU WITNESSES AS FOLLOWS:

ARTICLE 1

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 party's country, shall endeavour to strengthen, promote and develop international and research co-operation between the Parties on the basis of equality and mutual benefit.

ARTICLE 2

AREAS OF COOPERATION

- 2.1 Both parties agree to encourage the following activities, in particular, to promote international academic cooperation in the following areas :
- a) promotion of institutional exchanges between faculty, staff and student from each partner institution;
 - b) acceptance of undergraduate and graduate students of each partner institution for periods of study and/or research;
 - c) organization of symposia, conferences, short courses and meetings on research issues;
 - d) exchange of information pertaining to developments in teaching, student development and research institutions; and

- e) conduct any other areas of academic co-operation as agreed to by the Parties from time to time.
- 2.2 For the purpose of implementing the co-operation in respect of any areas stated in paragraph 2.1 the Parties shall enter into legally binding agreements subject to terms and conditions as mutually agreed upon by the parties including clauses on “confidentiality”, “suspension”, “protection of intellectual property rights” and “settlement of disputes”.

ARTICLE 3

FINANCIAL ARRANGEMENTS

- 3.1 This Memorandum of Understanding shall not give rise to any financial obligation by one Party to the other.
- 3.2 Each Party shall bear its own cost and expenses in the implementation of this Memorandum of Understanding.

ARTICLE 4

EFFECT OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding serves only as a record of the Parties’ intentions and does not constitute or create, and is not intended to constitute or create, obligations under domestic or international law and shall not give rise to any legal process and shall not be deemed to constitute or create any legally binding or enforceable obligations, express or implied.

ARTICLE 5

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 Parties or so to constitute either party as the agent of the other.

ARTICLE 6

ENTRY INTO EFFECT AND DURATION

- 6.1 This Memorandum of Understanding shall become effective as of the date of signatures of both parties, or if the dates vary, then the date of the later signature.
- 6.2 This Memorandum of Understanding shall remain in effect for a period of THREE (3) years.
- 6.3 This Memorandum of Understanding may be extended for such further period as may be agreed in writing by both parties.
- 6.4 If the Memorandum of Understanding is not renewed by mutual consent, the Memorandum of Understanding shall conclude at the end of the specified period, or after activities in progress have concluded.

ARTICLE 7

REVISION, VARIATION AND AMENDMENT

- 7.1 Either party may request in writing a revision, variation or amendment of this Memorandum of Understanding.
- 7.2 Any such revision, variation or amendment agreed to by the Parties shall be in writing and shall form part of this Memorandum of Understanding.
- 7.3 Such revision, variation or amendment shall come into force on such date as may be determined by the Parties.
- 7.4 Any revision, variation or amendment shall not prejudice the implementation of any project, activity or co-operation arising from or based on this Memorandum of Understanding before or up to the date of such revision, variation or amendment.

ARTICLE 8

TERMINATION

This Memorandum of Understanding may be terminated by either party with a minimum of THIRTY (30) days written notice. Activities in progress at the time of termination of this Memorandum of Understanding shall be permitted to conclude as planned unless otherwise agreed.

ARTICLE 9

NOTICES

Any communication under this Memorandum of Understanding shall 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 **NATIONAL UNIVERSITY SUDAN Or PERDANA UNIVERSITY MALYSIA** 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 other Party 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:

To: NATIONAL UNIVERSITY, SUDAN:

Address : P.O. Box 3783 Khartoum
Attention : Prof. Qurashi M. Ali, President of University
Tel. : +249 912304985
Fax : -
e-mail : vc@nu.edu.sd

To PERDANA UNIVERSITY –MALYSIA :

Address : Perdana University, Block B and D1, MAEPS Building, MARDI
Complex, Jalan MAEPS Perdana, 4340erdang, Selangor, Malaysia
Attention : Prof.Zabidi Azhar bin Mohd Hussien
Tel. : +60 3-8941 8646
Fax : +6038941766
e-mail : enquiry@perdanauniversity.edu.my

[The rest of this page is intentionally left blank]

Signed in duplicate on this 23 day July in the year 2018 in two (2) original texts, both texts being equally authentic

Signed by
for and on behalf of
NATIONAL UNIVERSITY SUDAN

Prof. Qurashi M. Ali

PRESIDENT

Date: 23/7/18

Witnessed by :

23/7/2018
ALI ELZAYAT

Signed by
for and on behalf of
PERDANA UNIVERSITY MALYSIA

Prof. Zabidi Azhar bin Mohd Hussien

VICE CHANCELLOR

Date: 23/7/18

Witnessed by :

Norpiisah Mat Isa