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**QQI**

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Quality and Qualifications Ireland  
Dearbhú Cáilíochta agus Cáilíochtaí Éireann

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**MALAYSIAN QUALIFICATIONS AGENCY (MQA, MALAYSIA)**

**AND**

**QUALITY AND QUALIFICATIONS IRELAND**

**ON CO-OPERATION IN THE FIELD OF QUALITY ASSURANCE**

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**THE MALAYSIAN QUALIFICATIONS AGENCY (MQA, Malaysia)**, a statutory body established under the Malaysian Qualifications Agency Act 2007 [Act 679] having its official address at Bangunan Mercu MQA, No. 3539, Jalan Teknokrat 7, Cyber 5, 63000 Cyberjaya, Selangor Darul Ehsan, Malaysia shall include its lawful representatives and permitted assigns; **AND QUALITY AND QUALIFICATIONS IRELAND**, an agency established under the Qualifications and Quality Assurance (Education and Training) Act (2012) whose address is at 26/27 Denzille Lane, Dublin 2, Ireland and shall include its lawful representatives and permitted assigns shall include its lawful representatives and permitted assigns;

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

**WHEREAS:**

The Parties 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 Parties upon the terms as contained herein.

The Parties are both striving to put into practice the recommendations for quality assurance and accreditation bodies contained in the OECD/UNESCO Guidelines for quality provision in cross-border higher education.

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**NOW THEREFORE, THE PARTIES DECLARE** as follows:

**OBJECTIVE**

1. The purpose of this Memorandum of Understanding is to provide for a framework of collaboration and determine specific working arrangements between the Parties as well as to establish a communication channel, with a view to effectively cooperate in matters of common interest, in particular the field of activities identified in this Memorandum of Understanding, based on the principles common interest, reciprocity and complementarity.
  
2. Collaboration between the Parties encompasses in particular, but is not limited to, the following areas, in accordance with the respective mandates and relevant laws and regulations of the Parties:
  - (a) exchange of non-confidential information on policy documents and operational information and expertise as and when appropriate;
  
  - (b) provide staff developmental opportunities as and when appropriate;
  
  - (c) exchange of expertise by recommending experts/specialists from both Parties in strengthening the international dimension of qualifications assessment, equivalency or referencing as and when appropriate;

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- (d) collaborate in joint research on qualification-related issues as and when appropriate;
  - (e) cooperate in any mutually agreed joint activities as and when appropriate;
  - (f) cooperate in any other areas agreed by both Parties in writing.
3. For the purpose of this Memorandum of Understanding, both Parties have the right to negotiate in respect of this clause subject to terms and conditions as mutually decided by the Parties including clauses on “confidentiality”, “suspension”, “protection of intellectual property rights”, and “settlement of dispute”.

## **FINANCIAL ARRANGEMENTS**

4. This Memorandum of Understanding will not give rise to any financial obligation by one Party to the other.
5. Each Party will bear its own cost and expenses in relation to this Memorandum of Understanding.

## **NON-BINDING NATURE**

6. 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 laws and will not give rise to any legal process and

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will not be deemed to constitute or create any legally binding or enforceable obligations, express or implied until and unless a definitive agreement has been negotiated and duly executed by the authorized representatives of both Parties.

### **NO AGENCY**

7. 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.

### **OTHER RIGHTS AND INTERESTS**

8. Notwithstanding anything contained in this Memorandum of Understanding, where the implementation of this Memorandum of Understanding affects any Party'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 Party may undertake appropriate steps or consultations to ensure that its rights and interests are protected and safeguarded.

### **ENTRY INTO EFFECT, DURATION AND TERMINATION**

9. This Memorandum of Understanding will come into effect on the date of signing and will remain in effect for a period of three (3) years unless there is a written notice by either Party indicating

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desire not to extend it thirty (30) days in advance of the termination date.

10. Notwithstanding anything in this Memorandum of Understanding, either Party may terminate this Memorandum of Understanding before the end of the three-year period mentioned above by notifying the other Party of its intention to terminate this Memorandum of Understanding by a notice in writing at least thirty (30) days prior to its intention to do so. The termination shall not affect the validity and duration of any arrangements, activities or projects until the completion of such arrangements, activities or projects unless agreed in writing by the Parties.
11. The foregoing record represents the understandings reached between the Parties upon the matters referred to therein.
12. The contents of this Memorandum of Understanding will be modified or supplemented as necessary with written consent of both Parties.

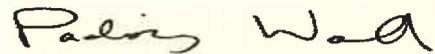
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In witness whereof, the undersigned duly authorized have signed this Memorandum of Understanding in duplicate in English language.

Signed on .....<sup>27/7/2020</sup>..... by the representatives of the Parties:

**FOR MALAYSIAN  
QUALIFICATIONS AGENCY**

**FOR QUALITY AND  
QUALIFICATIONS IRELAND**



.....  
**PROF. DATO' DR. HUSAINI  
BIN OMAR  
CHIEF EXECUTIVE OFFICER**

.....  
**DR. PADRAIG WALSH  
CHIEF EXECUTIVE**