



MEMORANDUM OF UNDERSTANDING

BETWEEN

MALAYSIAN QUALIFICATIONS AGENCY (MQA)

AND

QUALITY AND QUALIFICATIONS IRELAND (QQI)

ON

COOPERATION IN THE FIELD OF QUALITY ASSURANCE

MALAYSIAN QUALIFICATIONS AGENCY, a statutory body established under the Malaysian Qualifications Agency Act 2007 [Act 679] having its registered address is at Mercu MQA, No. 3539 Jalan Teknokrat 7, Cyber 5, 63000 Cyberjaya, Selangor (hereinafter referred to as "**MQA**") and shall include its lawful representatives and permitted assigns;

AND

QUALITY AND QUALIFICATIONS IRELAND, a body established under the Qualifications and Quality Assurance (Education and Training) Act 2012 having its registered address is at 26/27 Denzille Lane, Dublin 2, D02 P266, Ireland (hereinafter referred to as "**QQI**") and shall include its lawful representatives and permitted assigns;

MQA and QQI hereinafter referred to singularly as "the Participant" and collectively as "the Participants".

WHEREAS: -

- A. **MQA** was established in 2007 with the coming into force of the Malaysian Qualifications Agency Act 2007. The MQA is a national quality assurance body responsible for implementing the Malaysian Qualifications Framework (MQF), accrediting higher educational programmes and qualifications as well as supervising and regulating the quality and standard of higher education providers in Malaysia. The MQF is a basis for quality assurance and is the reference point for the criteria and standards of higher educational programmes and qualifications. MQA is responsible for registering and maintaining the Malaysian Qualifications Register (MQR) containing programmes, qualifications and higher education providers accredited under the MQA Act. The MQR is the national reference for standards and the articulation point for all accredited programmes, qualifications and higher educational institutions in Malaysia.
- B. **QQI** is an independent state agency responsible for promoting quality and accountability in education and training services in Ireland. It was established

in 2012 with a remit for all sectors of post-secondary education. QQI's mission is to promote the enhancement of quality in Ireland's further, higher and international education and training sectors, provide external quality assurance for providers, and safeguard and promote a qualifications system that benefits learners and other stakeholders. It does this through the development of award standards, the validation of programmes and the regular review of providers. To support this remit, QQI publishes a range of policy and procedural documents which provide reference points and guidance for providers, learners, related government agencies and both national and international stakeholders. In addition, the agency is responsible for the guardianship and development of the National Framework of Qualifications (NFQ) and provides advice on the status of foreign qualifications in relation to the framework.

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

HAVE REACHED THE FOLLOWING UNDERSTANDINGS:

PARAGRAPH 1

OBJECTIVE

The Participants, subject to the provisions of this Memorandum of Understanding and the laws, rules, regulations and national policies from time to time in force in their respective countries, will endeavour to strengthen, promote and develop cooperation in the field of quality assurance hereof on the basis of reciprocity and mutual benefit.

PARAGRAPH 2
AREAS OF COOPERATION

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 cooperation in facilitating the recognition of qualification with the following areas:
 - (a) conscious of engagement based on the information of national registers and mobility in higher education involving qualifications, accredit purposes and skill through information obtained through the national information centre, making and promoting the use of the information contained in the respective national registers;
 - (b) conscious of increasing international cooperation in higher education for the recognition of qualifications, accredited programmes and skills through the information contained in the national register;
 - (c) convinced of the need to find a common, practical and transparent way in recognition of qualifications delivered through international cooperation for higher education arrangements; and
 - (d) any other areas of cooperation which may be mutually agreed upon by the Participants.
2. For the purposes of implementing the cooperation in respect of any areas stated in subparagraph 1 above, the Participants will enter into a legally binding agreement subject to the terms and conditions as mutually agreed upon by the Participants.

PARAGRAPH 3
FORMS OF COOPERATION

The Participants mutually decide that forms of cooperation under this Memorandum of Understanding will be carried out through the following forms:

- (a) exchange of unclassified information and experts (when appropriate and possible) of mutual interest between Participants in terms of higher education system, assessment and quality assurance mechanisms;
- (b) collaboration in joint activities in quality assurance of higher education, in general, which are recognized by each Participant, such as but not limited to documents and information through the collaboration of the Participants;
- (c) collaboration in strengthening international co-operations of quality assurance of higher education and recognition of qualification, accredited programmes and skills through information contained in respective national registers;
- (d) cooperation for promotion of national information resources through respective national registers to create reliability of information and foster the recognition of qualifications, accredited programmes and skills;
- (e) collaboration to build awareness through information contained in respective national registers for the recognition of qualifications, accredited programmes and skills internationally;
- (f) collaborative in sharing the outcome of research nationally in the areas of quality assurance of each respective country;
- (g) collaboration with regard to provide opportunities for staff development as appropriate and possible for each Participant; and
- (h) collaboration to facilitate academic exchange with regard to student learning and outcomes and mobility between higher education institutions of one country to another for the need of study, teach and work.

PARAGRAPH 4
FINANCIAL ARRANGEMENTS

1. This Memorandum of Understanding will not impose any financial commitments and obligations by one Participant to other. Each Participant will bear its own costs and expenses within the framework of this Memorandum of Understanding.
2. Notwithstanding anything in subparagraph 1 above, the financial arrangements to cover expenses for the cooperation activities undertaken within the framework of this Memorandum of Understanding will be jointly decided upon by the respective Participants on a case-by-case basis, subject to the availability of funds.

PARAGRAPH 5
PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

1. The protection of intellectual property rights shall be enforced in conformity with the national laws, rules and regulations of the Participants.
2. The use of the name, logo and/or official emblem, trademark (or any variation thereof) or other Intellectual Property (hereinafter referred to as "Brand Materials") of any of the Participants on any publication, document and/or paper is prohibited without the prior written approval of either Participant and shall comply with all conditions set by the other Participant on the use of its Brand Materials.
3. Notwithstanding anything in subparagraph 1 above, the intellectual property rights in respect of any technological development and any products and services development, carried out:
 - (i) jointly by the Participant or research results obtained through the joint activity effort of the Participants, shall be jointly owned by the Participants in accordance with the terms to be mutually agreed upon; and

- (ii) solely and separately by the Participant or the research results obtained through the sole and separate effort of the Participant, shall be solely owned by the Participant concerned.

PARAGRAPH 6

CONFIDENTIALITY

1. Each Participant shall undertake to observe the confidentiality and secrecy of relevant documents, information, and other data received or supplied to the other Participant during the period of the implementation of this Memorandum of Understanding or any other agreements made pursuant to this Memorandum of Understanding.
2. Neither Participant shall at any time publish or disclose to any third party the contents of this Memorandum of Understanding or any confidential information of the other Participant acquired pursuant to this Memorandum of Understanding without the written consent of the other Participant.
3. For the purpose of subparagraph 1 above, such documents, information and data include any document, information and data which is disclosed by a Participant (the Disclosing Party) to the other Participant (the Receiving Party) prior to, or after, the execution of this Memorandum of Understanding involving any and all technical and non-technical information including patent, copyright, trade secret, know-how and proprietary information, techniques, sketches, drawings, diagrams, methods, processes, apparatus, equipment, algorithms, software programs, software source documents, and formula related to a technology or invention, and includes, without limitation, its respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing manufacturing, customer list, business forecasts, sales and merchandising and marketing plans and information designated in writing to be confidential or by its nature intended to be for the sole knowledge

of the receiving party or if orally given in the circumstances of confidence or confirmed promptly in writing as having been disclosed as confidential or proprietary for the purpose of this Memorandum of Understanding;

4. Both Participants agree that the provisions of this Paragraph shall survive the expiry or continue to be binding between the Participants notwithstanding the termination of this Memorandum of Understanding.

PARAGRAPH 7

SUSPENSION

Each Participant 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 execution of this Memorandum of Understanding which suspension shall take effect immediately after notification has been given to the other Participant through diplomatic channels.

PARAGRAPH 8

REVISION, MODIFICATION AND AMENDMENT

1. Either Participant may request in writing a revision, modification or amendment of all or any part of this Memorandum of Understanding.
2. Any revision, modification or amendment agreed to by the Participants will be reduced into writing and will form part of this Memorandum of Understanding.
3. Such revision, modification or amendment will enter into effect on such date as may be determined by the Participants.
4. Any revision, modification or amendment will not prejudice the benefits and commitments arising from or based on this Memorandum of Understanding before or up to the date of such revision, modification or amendment.

PARAGRAPH 9
SETTLEMENT OF DISPUTES

Any difference or dispute between the Participants concerning the interpretation and/or implementation of the provisions of this Memorandum of Understanding shall be settled through mutual consultation or negotiations between the Participants through diplomatic channels without reference to any third party or international tribunal.

PARAGRAPH 10
EFFECT OF MEMORANDUM OF UNDERSTANDING

1. This Memorandum of Understanding serves only as a record of the Participants' intentions and does not constitute or create obligations under international or domestic 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.
2. Notwithstanding anything in subparagraph 1, Paragraph 5 (Protection of Intellectual Property Rights), Paragraph 6 (Confidentiality), Paragraph 7 (Suspension), Paragraph 8 (Revision, Modification and Amendment) and Paragraph 9 (Settlement of Disputes) shall be binding on the Participants.

PARAGRAPH 11
ENTRY INTO EFFECT, DURATION AND TERMINATION

1. This Memorandum of Understanding will enter into effect on the date of signing and will remain in effect for a period of five (5) years.
2. This Memorandum of Understanding may be extended for a further period as may be mutually agreed and decided in writing by the Participants.

3. Notwithstanding anything in this Memorandum of Understanding, either Participant may terminate this Memorandum of Understanding by notifying the other Participant of its intention to terminate this Memorandum of Understanding by a notice in writing through diplomatic channels, at least thirty (30) days prior to the intended date of termination.
4. The termination of this Memorandum of Understanding will not affect the implementation of on-going activities that might have been formalized prior to the date of the termination of this Memorandum of Understanding, unless otherwise decided.

PARAGRAPH 12

NO AGENCY

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

PARAGRAPH 13

NOTICES

Any communication under this Memorandum of Understanding 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 MQA or QQI, as the case may be, aforesaid or to such other address or electronic mail address or facsimile number as either Participant 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 by each Participant as follows:

MALAYSIAN QUALIFICATIONS AGENCY

Mercu MQA

No.3539, Jalan Teknokrat 7, Cyber 5

63000 Cyberjaya Selangor, Malaysia

Attn: Public and International Affairs Unit

No. Tel : +603-8688 3730

No. Faks : +603-7968 7100

E-mail : international@mqa.gov.my

QUALITY AND QUALIFICATIONS IRELAND

Chief Executive, QQI

Dr Padraig Walsh

26/27 Denzille Lane

Dublin, D02 P266

Ireland

Email : ceo@qqi.ie

Tel. : +353 1 9058100

The foregoing represents the understanding reached between the MQA and QQI upon the matters referred to therein.

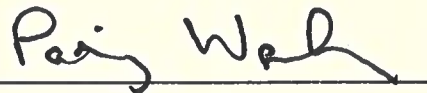
Signed in duplicate at Kuching on 10th November in the year 2024 in two (2) original texts, each in the English language, all texts having equally authentic.

**FOR MALAYSIAN
QUALIFICATIONS AGENCY (MQA)**

**FOR QUALITY AND QUALIFICATIONS
IRELAND (QQI)**



**DATO' PROF. DR. MOHAMMAD
SHATAR BIN SABRAN
CHIEF EXECUTIVE OFFICER**



**DR PADRAIG WALSH
CHIEF EXECUTIVE**