



MEMORANDUM OF UNDERSTANDING

Between

Ecole Nationale Polytechnique, Algeria

And

Universiti Teknologi Malaysia, Malaysia

PURPOSE

The purpose of this MoU is to develop academic and education cooperation on the basic of equality and reciprocity and to promote sustainable partnerships and mutual understanding between the **Ecole Nationale Polytechnique, Algeria (ENP)** and **Universiti Teknologi Malaysia (UTM)**. Both **ENP** and **UTM** may be referred to individually as the "party" or collectively as the "parties".

I. SCOPE OF ACTIVITIES

1. ENP and UTM aim to undertake cooperation in areas that may include, but are not restricted to, the following:
 - (a) student and/or academic and administrative staff exchanges;
 - (b) joint research activities;
 - (c) exchange of publications, reports and other academic materials and information;
and
 - (d) development of joint degree programs;
 - (e) support of Internships and sabbaticals; and
 - (f) sharing of other activities and programs in areas of mutual interest, where such sharing shall result in benefits to both Parties.

2. It is agreed that the terms and conditions of any agreed program and activity contemplated in this MOU shall be the subject matter of separate written agreements to be negotiated and agreed upon by both Parties and/or any third parties, wherever applicable. Provided always the decision whether to initiate and/or implement any program or activity shall be at the sole discretion of each Party.
3. The Parties agree to designate, on behalf of each institution, a coordinator whose responsibility will be to supervise the execution of this MOU and to draw up a program or activities to be implemented under this MOU, setting out specific provisions concerning the exchange programs, budget requirements and details of funding. For this purpose, the coordinator for ENP is Deputy Director of External Relations and for UTM is Centre of Electrical Energy Systems (CEES).

II. FINANCIAL ARRANGEMENTS

1. The Parties acknowledge that in the absence of any specific agreement in writing to the contrary, each Party will be responsible for its own costs and expenses in establishing and conducting programs and activities contemplated under this MOU, including without limitation its own costs and expenses in travel and accommodation.

III. JOINT PROPERTY

1. The Parties agree that any intellectual property rights arising from or in connection with any program or activity under this MOU, through and by the joint and collaborative efforts of both Parties shall be jointly owned and subject to any other terms and conditions as may be agreed upon in writing.
2. Both Parties shall acknowledge one another in any form of writing, publication or presentation based on research derived from the cooperative efforts of both Parties under this MOU, unless otherwise mutually agreed upon in writing by the Parties.

IV. CONFIDENTIALITY

1. The Parties agree and undertake to keep confidential at all times any information or data that may be exchanged, acquired or shared in connection with any program or activity conducted pursuant to this MOU save where the same is already in public domain.

V. DURATION AND TERMINATION

1. This MOU shall take effect on and from the date of execution of this MOU and shall continue to be effective for a period of five (5) year and may be extended for such further period as may be agreed by the Parties in writing.
2. Notwithstanding clause V (1) above, this MOU may be terminated by either Party giving written notice to the other at least six (6) months prior to the proposed date of termination.
3. Notwithstanding clause V (2) above, the provisions of this MOU or any other written agreement in respect of any on-going exchange program or any other form of cooperative activity under this MOU shall continue to apply until their completion unless both Parties mutually agree in writing to the earlier termination of the program or cooperative activity.

VI. NOTICE

1. Every notice, request or any other communication required or permitted to be given pursuant to this MOU shall be in writing, in English and delivered personally or sent by registered or certified post via air mail or by courier or facsimile (which shall be acknowledged by the other Party) to the Parties at the address and facsimile number as stated below :

(a) If to ENP : Ecole Nationale Polytechnique (ENP)
10 Avenue des Frères Ouddek, Hassan Badi
BP 182, El Harrach
16200, Algiers
Algeria
Attention: Chef de Service des Relations Extérieures
Fax No: +213 23 82 85 29
Email address: dre@g.enp.edu.dz

(b) If to UTM : Centre of Electrical Energy Systems (CEES)
Institute of Future Energy (IFE)
Level 1, Block P19a
Faculty of Electrical Engineering
81310 Universiti Teknologi Malaysia Johor Bahru
Johor
Malaysia
Fax No. : +6075557005
Email address: cees@utm.my

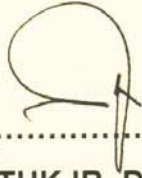
VII. MISCELLANEOUS

1. This MOU may be modified, varied or amended at any time after due consultation and with the written agreement of both Parties.
2. The Parties acknowledge that all visits or exchange of staff, students or administrators will be subject to compliance with the entry and visa regulations of Algeria and Malaysia and with the respective Party's requirements with respect to staff and student visits.
3. This MOU is not intended to be legally binding. It merely expresses the intentions and understanding of the Parties which will form the basis of any legally binding agreement to be drafted and executed in the future.
4. The Parties hereby agree that they are not bound exclusively by this MOU and shall be at liberty to enter into any separate agreements or arrangements with any third party without reference to the other Party.

IN WITNESS THEREOF, the Parties have caused this MOU to be executed by their duly authorized representatives.

For and on behalf of
UNIVERSITI TEKNOLOGI MALAYSIA

For and on behalf of
ECOLE NATIONALE POLYTECHNIQUE



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PROF. DATUK IR. DR. WAHID OMAR
Vice-Chancellor

Date: 23/10/2017.....

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PROF. MOHAMED DEBYECHE
Director

Date: 12/12/2017.....

In the presence of

In the presence of



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PROF. DR. ZAINAL BIN SALAM
Professor
Centre of Electrical Energy Systems



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PROF. DR. AHMED BOUBAKEUR
Deputy Director of External Relations