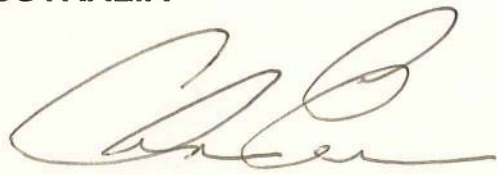


[Redacted Box]

The foregoing record represents the understandings reached between the Government of Malaysia and the Government of Australia upon the matters referred to therein.

IN WITNESS WHEREOF, the undersigned being duly authorised thereto by their respective Governments, have signed this memorandum of understanding at Canberra on the third day of March in the year 2011 in two (2) original copies, in English languages, all texts being equally valid.

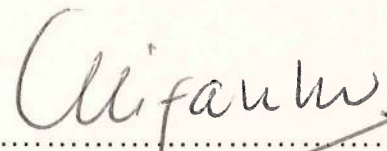
**FOR THE GOVERNMENT OF  
AUSTRALIA**



.....  
**(SENATOR THE HON.  
CHRIS EVANS)**

Minister for Tertiary Education,  
Skills, Jobs and  
Workplace Relations

**FOR THE GOVERNMENT OF  
MALAYSIA**



.....  
**(HON. DATO' SRI ANIFAH AMAN)**

Minister for Foreign Affairs



**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE GOVERNMENT OF AUSTRALIA  
AND  
THE GOVERNMENT OF MALAYSIA  
ON CO-OPERATION IN THE FIELD OF EDUCATION**

**THE GOVERNMENT OF AUSTRALIA** as represented by the Department of Education, Employment and Workplace Relations **AND THE GOVERNMENT OF MALAYSIA** as represented by the Ministry of Education of Malaysia (hereinafter referred to singularly as “the Participant” and collectively as “the Participants”),

**RECOGNISING** the importance of education and training in national development, as well as a means to further cultivate ties between the two countries;

**MINDFUL** of each other’s achievements in the field of education;

**DESIRING** to strengthen and broaden mutual co-operation in the provision of education and training in the two countries; and

**BELIEVING** that co-operation in the field of education would benefit both Participants;

To that end, the Participants, without the intent to create a legally binding document, have reached the following understandings:

**PARAGRAPH I  
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 each country, mutually decide to provide the framework within which detailed proposals for programmes of education and professional interaction between the Participants are to be jointly considered on the basis of reciprocity and mutual benefit.

**PARAGRAPH II  
FORMS OF COOPERATION**

Cooperation under this Memorandum of Understanding, to be encouraged and managed by the relevant government agencies of the Participants, may take the form of linkages between educational institutions under the Ministry of Education of Malaysia, through exchange between educational leaders, high officials, experts, teachers, administrators and students. It will include the exchange of all forms of education-related materials, publications, teaching aids and information, interaction through meetings,

workshops, exhibitions, conferences, seminars, study visits, competitions, camps, scholarships or sponsorship, and other forms of educational cooperation as may be jointly decided by the Participants.

### **PARAGRAPH III AREAS OF COOPERATION**

Each Participant will, subject to the laws, rules, regulations and national policies from time to time in effect, governing the subject matter in their respective countries, endeavour to take necessary steps to encourage and promote cooperation in the following areas:

- (i) School / Institution Linkages;
- (ii) Sciences and Mathematics;
- (iii) Information and Communication Technology in Education;
- (iv) Sports, Culture and Music in Education; and
- (v) Teacher Training & Professional Development;
- (vi) Quality Assurance in Education;
- (vii) Technical & Vocational Education;
- (viii) Curriculum Design & Development;
- (ix) Educational Assessment;
- (x) Educational Planning & Research;
- (xi) Educational Management & Leadership; and
- (xii) Any other areas of cooperation in the field of education to be mutually determined by the Participants.

**PARAGRAPH IV  
DESIGNATED AUTHORITY**

The designated authority responsible for the implementation of this Memorandum of Understanding on behalf of the Government of Malaysia will be the Ministry of Education of Malaysia and on behalf of the Government of Australia will be the Department of Education, Employment and Workplace Relations.

**PARAGRAPH V  
IMPLEMENTATION**

1. This Memorandum of Understanding will be implemented in accordance with the laws, rules, regulations and national policies from time to time in effect in each country and in accordance with their respective international obligations.
2. The manner of implementation of this Memorandum of Understanding will be jointly decided by the Ministry of Education of Malaysia and the Department of Education, Employment and Workplace Relations.

**PARAGRAPH VI  
JOINT WORKING GROUP**

The Participants will establish a Joint Working Group to implement this Memorandum of Understanding. The Joint Working Group will be co-

chaired by the Ministry of Education of Malaysia and the Department of Education, Employment and Workplace Relations, with participation from other relevant government agencies of the Participants as appropriate. The Joint Working Group will meet at least once a year or as the Participants may otherwise determine to review the progress of implementation of this Memorandum of Understanding.

## **PARAGRAPH VII FINANCIAL ARRANGEMENTS**

1. The financial arrangements to cover expenses for the cooperative activities undertaken within the framework of this Memorandum of Understanding will be jointly decided by the Participants on a case-by case basis subject to the availability of funds and resources and in accordance with their respective national laws, rules, regulations and policy.
  
2. Notwithstanding anything in sub-paragraph 1 above, expenses for organising the meetings of the Joint Working Groups will be borne by the Participant hosting the meetings. The Participant, which is sending its representatives for participation in the meetings of the Joint Working Groups, if any, will bear their travel and living expenses.

**PARAGRAPH VIII**  
**EFFECT OF MEMORANDUM OF UNDERSTANDING**


This Memorandum of Understanding 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 IX**  
**PARTICIPATION OF THIRD PARTICIPANTS**

Either Participant may invite the participation of third participants in the joint activities and/or programmes being carried out under this Memorandum of Understanding upon the prior written consent of the other Participant. In carrying out such joint activities and/or programmes, the Participants will endeavour to ensure that third participant acts consistently with the provisions of this Memorandum of Understanding.

**PARAGRAPH X**  
**PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

1. The protection of intellectual property rights will be applied in conformity with the respective national laws, rules and regulations of the Participants and with international agreements signed by both Participants.

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2. The use of the name, logo and/or official emblem of any of the Participants on any publication, document and/or paper is prohibited without the prior written approval of either Participant.
  3. Notwithstanding anything in sub-paragraph 1 above, the intellectual property rights in respect of any technological development, and any products and services development, carried out—
    - (i) jointly by the Participants or research results obtained through the joint activity effort of the Participants, will be jointly owned by the Participants in accordance with provisions to be mutually decided; and
    - (ii) solely and separately by either Participant or the research results obtained through the sole and separate effort of the Participant, will be solely owned by the Participant concerned.
  4. "Intellectual Property" in this paragraph will have the meaning provided for in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm on 14 July 1967 as amended on 28 September 1979.



**PARAGRAPH XI**  
**CONFIDENTIALITY**

1. Each Participant will undertake to observe the confidentiality and secrecy of documents, information and other data received from, or supplied to, the other Participant during the implementation of this Memorandum of Understanding or any other commitments made pursuant to this Memorandum of Understanding.
2. Both Participants accept that the provisions of this Paragraph will continue to be upheld by the Participants notwithstanding the termination of this Memorandum of Understanding.

**PARAGRAPH XII**  
**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 implementation of this Memorandum of Understanding, such suspension to take effect immediately after notification has been given to the other Participant through diplomatic channels.



**PARAGRAPH XIII**

**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 determined by the Participants will be in writing and will form part of this Memorandum of Understanding.
3. Such revision, modification or amendment will come into effect on such date as may be determined by the Participants.
4. Any revision, modification or amendment will not prejudice the rights and commitments arising from or based on this Memorandum of Understanding before or up to the date of such revision, modification or amendment.

**PARAGRAPH XIV**

**SETTLEMENT OF DISPUTES**

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



**PARAGRAPH XV**

**COMMENCEMENT, DURATION AND TERMINATION**

1. This Memorandum of Understanding will come into effect on the date of signing and will remain in effect for a period of five (5) years.
2. Thereafter, it will be automatically extended for a further period of five (5) years.
3. Notwithstanding anything in this Paragraph, 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 three (3) months prior to the intended date of termination.
4. The termination of this Memorandum of Understanding will not affect the implementation of ongoing activities and/or programmes which have been decided prior to the date of termination of this Memorandum of Understanding.