



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GOVERNMENT OF MALAYSIA

AND

THE GOVERNMENT OF AUSTRALIA

ON

**CO-OPERATION IN THE FIELD OF HIGHER EDUCATION, TECHNICAL
VOCATIONAL EDUCATION AND TRAINING (TVET) AND RESEARCH**

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

RECOGNISING the existing co-operation between the Participants;

DESIRING to strengthen co-operation and collaboration between the Participants in the provision of higher education, technical vocational education and training ("TVET"), and research for the national development of each country;

BELIEVING that such co-operation will benefit the Participants by strengthening the mutual, bilateral higher education, TVET, and research co-operation;

CONVINCED of the necessity of a lasting and effective co-operation in the interest of the Participants;

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 co-operation in the areas of higher education, TVET and research, by implementing activities of jointly determined priority in these fields to increase mobility, partnerships and transnational education (TNE) delivery between the Participants on the basis of reciprocity and mutual benefit.

**PARAGRAPH 2
AREAS OF CO-OPERATION**

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 the necessary steps to encourage and promote technical co-operation in the following areas:

- (a) higher education;
- (b) TVET;
- (c) research;
- (d) delivery of transnational education (TNE) and online education; and
- (e) quality assurance and qualifications recognition.

**PARAGRAPH 3
FORMS OF CO-OPERATION**

The Participants jointly decide that the forms of co-operation under this Memorandum of Understanding will be carried out in the following forms:

- (a) exchanging information on funding arrangements, assessment, accreditation, curriculum development and delivery, quality assurance, qualification recognition arrangements and good governance;
- (b) building co-operation, increasing policy capacity, and reducing barriers in education services, including in online education subject to mutual benefits and current domestic rules and regulations;

- (c) encouraging collaboration on the system and structure of higher education and TVET, reforms and new educational technologies with a focus on meeting the needs of the digital economy;
- (d) developing transnational education as a means of international education co-operation;
- (e) expanding the impact and outcomes from research co-operation between the higher education institutions in Malaysia and Australia, and supporting researcher and research student mobility through information sharing and system harmonisation;
- (f) exchanging information on study, academic and research opportunities in each country that contribute to labour market needs and research priorities;
- (g) organising appropriate meetings, conferences, and symposia of mutual interest (including through online modes of communicating); and
- (h) co-operating in any other areas of co-operation as may be jointly decided upon by the Participants.

**PARAGRAPH 4
FINANCIAL ARRANGEMENTS**

1. The financial arrangements to cover expenses for the co-operation 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.
2. Notwithstanding anything in sub-paragraph 1 above, the Participants intend that all expenses for organising the meetings of the Joint Working Group will be borne by the Participant hosting the meetings. The Participant sending its representatives for participation in the meetings of the Joint Working Group, if any, will bear their travel and living expenses.

**PARAGRAPH 5
JOINT WORKING GROUP**

1. The Participants will establish a Joint Working Group to review the implementation of this Memorandum of Understanding.

2. The Joint Working Group will consider ways and means to promote the objectives of the Memorandum of Understanding as stated in paragraph 1 and to ensure the proper co-ordination and implementation of its decisions and/or recommendations. The Joint Working Group will also review the progress of the implementation of all understandings concluded between the Participants within the framework of this Memorandum of Understanding and take steps to ensure the active and speedy implementation of the understandings.
3. The Joint Working Group will be co-chaired, on one hand, on behalf of the Government of Malaysia, by a representative of the Ministry of Higher Education of Malaysia and on behalf of the Government of Australia, by a representative of the Department of Education or the Department of Employment and Workplace Relations of Australia, with participation from other relevant government agencies of the Participants as appropriate.
4. The Joint Working Group will meet annually or as the Participants may otherwise determine to review the progress of implementation of this Memorandum of Understanding.

**PARAGRAPH 6
PARTICIPATION OF THIRD PARTY**

Either Participant may invite the participation of third party in the joint activities and/or programs being carried out under this Memorandum of Understanding upon prior written consent of the other Participant. In carrying out such joint activities and/or programs, the Participants will ensure that third party or parties will comply with the provisions of this Memorandum of Understanding.

**PARAGRAPH 7
USE OF NAME, LOGO AND EMBLEMS**

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.

**PARAGRAPH 8
OTHER RIGHTS AND INTERESTS**

Notwithstanding anything contained in this Memorandum of Understanding, where the implementation of co-operation under this Memorandum of Understanding affects any Participant's rights and interests with respect to its national security, national and public interest or public order, and confidentiality and secrecy of documents,

information and data, that Participant may take appropriate steps or consult with the other Participant to ensure that its rights and interests are protected and safeguarded.

**PARAGRAPH 9
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 mutually decided by the Participants will be reduced into 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 jointly decided by the Participants.
4. Any revision, modification or amendment of this Memorandum of Understanding will not prejudice the advantages and benefits or affect the commitments and undertakings arising from or based on this Memorandum of Understanding before or up to the date of such revision, modification or amendment.

**PARAGRAPH 10
DISPUTES**

Any disputes about the interpretation or application of the Memorandum of Understanding will be resolved by consultations between the Participants, and will not be referred to any national or international tribunal or third party for settlement.

**PARAGRAPH 11
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, legally binding rights or obligations under domestic or international law and will not be deemed to constitute or create any legally binding or enforceable obligations under the policies of either Participant, express or implied.


PARAGRAPH 12
ENTRY INTO EFFECT, 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, this Memorandum of Understanding will be automatically extended for a further period of five (5) years unless otherwise decided 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 three (3) months prior to the intended date of termination.
4. The Participants will consult to determine how any outstanding matters should be dealt with. The termination of this Memorandum of Understanding will not prevent the completion of the co-operation activities that might have been formalized prior to the date of termination of this Memorandum of Understanding, unless otherwise decided.

The foregoing represents the understanding reached between the Participants.


SIGNED in duplicate on 4th of March in the year 2024, in two (2) original copies each in the English language, both texts having equal validity.

FOR THE
GOVERNMENT OF MALAYSIA



DATO' SERI UTAMA HAJI
MOHAMAD BIN HAJI HASAN
MINISTER OF FOREIGN AFFAIRS

FOR THE
GOVERNMENT OF AUSTRALIA



JASON CLARE
MINISTER FOR EDUCATION