MEMORANDUM OF UNDERSTANDING
(MOU)

BETWEEN

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY
(Virginia Tech)
BLACKSBURG, VIRGINIA, USA

AND

UNIVERSITY OF MALAYA
KUALA LUMPUR, MALAYSIA
A Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this ______ day of July 2013.

BETWEEN

UNIVERSITY OF MALAYA, a university established under the laws of Malaysia represented by UM Power Energy Dedicated Advanced Center (UMPEDAC) (hereinafter referred to as "UM") having its registered address at University of Malaya, Lembah Pantai, 50603 Kuala Lumpur, MALAYSIA.

AND

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY, a university established under the laws of the Commonwealth of Virginia (hereinafter referred to as "Virginia Tech") having its registered address at 210 Burruss Hall (0131), Blacksburg, VA 24061, U.S.A.

UM and Virginia Tech are hereinafter referred to individually as the "Party" and collectively as the "Parties".

1. SCOPE AND FIELDS OF ACADEMIC COOPERATIONS

UM and Virginia Tech agree to implement this Memorandum of Understanding.

This MoU is based on the principle of reciprocity and expresses the interest of both parties in exchanging scholars, students, academic information and materials in the belief that the research and educational process at both the institutions will be enhanced and that mutual understanding between their respective scholars and students will be increased by the establishment of such exchange programs.

(I) The universities agree to encourage the development of the following exchange programs based on their respective academic and educational needs:

- Exchange of faculty and staff
- Exchange of students (postgraduate)
- Joint supervision of M.S. and Ph.D. students
- Exchange of academic information and materials
- Exchange of periodicals and other publications
- Organization of joint research programs
- Organization of joint conferences
- Organization of other academic exchanges agreeable to both universities

(II) The parties recognize that the implementation of any exchange program will depend upon the academic interests and expertise of individual faculty members
and upon the availability of financial resources. Accordingly, the implementation of each exchange program based on this MoU shall be separately negotiated and determined by both universities. Further, prior to engaging in any research program, funded or unfunded, between the parties, Virginia Tech shall conduct a review for compliance with applicable United States laws.

(III) This MoU is not intended to be a legally binding document. It is meant to describe the nature and to suggest the guidelines of the cooperation described above. Nothing therefore shall diminish the full autonomy of either institution, nor will any constraints be imposed by either upon the other in carrying out the agreement.

2. DURATION AND TERMINATION

(I) This MoU shall become effective on the day representatives of both universities affix their signatures, will be in force for a period five (5) years, and is subject to revision or modification by mutual written agreement. It is also understood that either institution may terminate the MoU at any time, although is assumed that such action would only be taken after mutual consultation in order to avoid any possible inconvenience to the other institution.

(II) Virginia Tech is accredited by the Southern Association of Colleges and Schools’ Commission on Colleges to award bachelor, master and doctoral degrees. UM is not accredited by the Commission on Colleges and the accreditation of Virginia Tech does not extend to or include UM or its students. Further, although Virginia Tech agrees to accept certain course work from UM to be applied toward an award from Virginia Tech, that course work may not be accepted by other colleges or universities in transfer, even if it appears on a transcript from Virginia Tech. This decision to accept course work in transfer from any institution is made by the institution considering the acceptance of credits or course work.

(III) Institutional Names on an Academic Credential

a. For undergraduate academic credentials, students taking courses from participating institutions in a collaborative arrangement may be awarded the academic credential from the SACSCOC-accredited institution when 25 percent or more credits were earned through that institution’s own direct instruction.

b. For graduate academic credentials, students taking courses from participating institutions in a collaborative arrangement may be awarded the academic credential from the SACSCOC-accredited institution where one-third or more of the credits were earned through that institution’s own direct instruction.

(IV) Use of the SACSCOC Logo - Neither Member nor Partner institutions may use the SACSCOC logo. Its use is reserved exclusively for the Southern Association of Colleges and Schools Commission on Colleges.
3. INTELLECTUAL PROPERTY

(I) Any inventions or copyrighted materials or other intellectual property (collectively "Intellectual Property") conceived, expressed, and/or reduced to practice under the activities of this MoU by the employees of Virginia Tech shall vest in Virginia Tech and will be managed in accordance with the policies and procedures of Virginia Tech related to intellectual property.

(II) Any Intellectual Property conceived, expressed, and/or reduced to practice under the activities of this MoU by the employees of UM shall vest in UM and will be managed in accordance with the policies and procedures of UM related to intellectual property (collectively, “Sole Inventions”).

(III) Any Intellectual Property conceived, expressed, and/or reduced to practice under the activities of this MoU by at least one employee of Virginia Tech and UM will be owned by Virginia Tech and UM, without any obligation to account to one another (“Joint Inventions”). Inventorship will be determined according to the principles of United States patent law. Neither party shall make claim to the other party’s Sole Inventions.

4. NOTICE

(I) For Virginia Tech, Dr. Guru Ghosh, Vice President for Outreach & International Affairs, and for UM, Dr. Nasrulid Abd. Rahim, Director, UMPEDAC, shall serve as liaison officers for this MoU.

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, by courier or facsimile, or by email (which shall be acknowledged by the other Party) to the Parties at the contact information below:

(a) UM:

   Director
   UM Power Energy Dedicated Advanced Centre (UMPEDAC)
   Level 4, Wisma R&D Building,
   University of Malaya,
   59990 Kuala Lumpur, Malaysia.
   Attention: Professor Dr. Nasrulid Abd. Rahim
   Tel. No.: 603-2246 3246
   Fax No.: 603-2246 3257
   Email: nasrulid@um.edu.my

(b) Virginia Tech:

   Dr. Guru Ghosh
   Vice President of Outreach & International Affairs
   319 Burruss Hall (0265)
   Blacksburg, VA 24061
   United States
   Tel. No.: (540) 231-7888
   Fax No.: (540) 231-5750
   Email: gghosh@vt.edu
IN WITNESS THEREOF, the Parties have caused this MOU to be executed by their duly authorized representatives.

For and on behalf of: UNIVERSITY OF MALAYA

Tan Sri Dr. Ghaouth Jasmon
Vice-Chancellor

Date: 1 July 2013.

In the presence of:

Professor Dr. Nasrudin Abd. Rahim
Director
UM Power Energy Dedicated Advanced Centre (UMPEDAC)

For and on behalf of: VIRGINIA POLYTECHNIC INSTITUTE & STATE UNIVERSITY

Dr. Charles W. Steger
President

Date: 6/13/13