

# INTERNATIONAL COLLABORATIVE DEVELOPMENT

## Joint Delivery of Programs Memorandum of Agreement Between



### **Malaysia University Science and Technology**

Address : Block B, Encorp Strand, No 12, Jalan PJU 5/1,  
Kota Damansara, 47810 Petaling Jaya,  
Selangor. Malaysia

***Hereinafter referred to as MUST***

**And**



NAM CAN THO UNIVERSITY

### **NAM CAN THO UNIVERSITY**

Address: 168 Đ. Nguyễn Văn Cừ,  
An Bình, Ninh Kiều, 94118,  
Cần Thơ, Vietnam

Contact Person : **Dr. My Linh Nguyen Thi**      Mobile: +84 292 3798 222

Email: htqt\_nckh@nctu.edu.vn

***Hereinafter referred to as NCTU***

**THIS MEMORANDUM OF AGREEMENT (MOA)** is made on the 2<sup>nd</sup> January 2023

Between

**MALAYSIA UNIVERSITY OF SCIENCE AND TECHNOLOGY** (Registration No. KPT/JPS/DFT/US/B 05) an institution of higher learning established and incorporated under the Private Higher Educational Institutions Act 1996 and having its address at Block B, Encorp Strand, No 12, Jalan PJU 5/1, Kota Damansara, 47810 Petaling Jaya, Selangor. (Hereinafter referred to as "MUST"), of the one part,

And

**NAM CAN THO UNIVERSITY (NCTU)** is a public university established under the purview of Ministry of Education and Training, Vietnam having its Registered Address at 168 Đ. Nguyễn Văn Cừ, An Bình, Ninh Kiều, 94118, Cần Thơ, Vietnam hereinafter referred to NCTU.

#### **WHEREAS**

The parties involved aim to collaborate and offer MUST's programs, particularly the following doctoral programs, exclusively for the faculty members of Nam Can Tho University:

1. PhD in Management
2. PhD in Informatics
3. PhD in Transport Logistics

#### **I. GENERAL**

##### **1. Purpose for Joint Collaboration of MUST Program**

MUST and **NCTU** have agreed to promote academic collaborations with respect to exclusively of PhD programs of MUST. All parties believe that there will be mutual benefits through collaborative activities and hereby record their intentions.

##### **2. Complementing mutual benefits**

The parties hereby agree to sign and carry out this Memorandum of Agreement with the following understanding:

- a. MUST and **NCTU** will work together towards strengthening of educational and cultural exchange between Vietnam and Malaysia.
- b. MUST with intention to cooperating in offering MUST programs are to maximize the strengths of all parties and both countries in educating, developing and nurturing graduates.
- c. Provision of any other academic cooperation and other services as may be required from time to time and identified by both parties and in which either party has expertise.

## **II. DELIVERY MODEL**

### **3. Collaboration program**

The intended collaboration, focusing on NCTU faculty members holding master degree progress to MUST PHD programs

### **4. Program Structure**

It is mandatory for PhD students to adhere to the approved structure of MUST's PhD programs by the Ministry of Higher Education of Malaysia. They must enroll in Research Methodology and Advanced Research Methodology classes and participate in the PhD Colloquium program, which is organized by MUST. Any modifications to this structure, deemed necessary by the MUST Senate, will be communicated to NCTU.

### **5. Recruitment Target**

The objective is to focus on attracting master's degree holders who meet the necessary entry qualifications to pursue MUST's PhD programs. The goal is to offer them the chance to obtain a qualification recognized by the Malaysia Qualification Agency (MQA). NCTU will be in charge of promoting and executing this collaboration, and will work closely with MUST in this regard.

Additionally, NCTU will be involved in promoting professional training programs for employed individuals, and will be responsible for implementing them in accordance with MUST's framework requirements.

### **6. Admission Requirements**

The students eligible to enroll for this program shall commence their period of study as pre-approved intake calendar and determine by Institute of Postgraduate studies (IPS)

## **7. Learning Location**

- a. This Ph.D. Research based programs are awarded after completing a major Thesis, which entails conducting independent original research under the supervision of a senior academic as specified in the Annexure.
- b. MUST reserves the right to periodically visit the teaching facilities and check the quality standards of teaching and learning of the classes and/or modules conducted at the learning location.

## **8. MUST Program**

The program must be delivered in accordance with MUST requirements. The medium of instruction is English. All classes and research shall be conducted in English and all course components shall be written and submitted in English.

## **9. Academic Calendar**

**NCTU** will work with IPS-MUST to determine the dates of commencement of the program, number of intakes per year, period of study and other details of the programs.

## **10. Management of program for quality assurance**

To ensure the quality delivery of the program, a Teaching and Quality Assurance Committee will be established to be chaired by MUST and consisting of representatives from MUST and **NCTU**.

## **14. Graduation**

- a. All students should follow MUST requirements for graduation.
- b. All students shall adhere to the duration of the program for completion.
- c. Upon completion of their studies, students can attend the graduation convocation.

## **III. COLLABORATIVE ARRANGEMENT**

To facilitate the collaboration between the parties, the parties agree to the following arrangements:

### **15.0 Responsibilities of NCTU**

- 15.1 To obtain all governmental or regulatory clearances and approvals related to the program.

- 15.2 Prepare and manage the Centre in accordance with MUST quality standards and requirements for the delivery of the program.
- 15.3 Bear the costs of:
- 15.3.1 Fee (if any) for obtaining governmental and regulatory clearances and approvals.
  - 15.4.2 Teaching of classes and/or seminars/ tutorial by qualified lecturers/supervisors employed by **NCTU** upon approved by MUST Senate.
  - 15.4.3 Providing and allocating appropriate number of qualified supervisors with English language proficiency to teach and supervise every student registered under the program.
  - 15.4.4 Providing accommodation, local transportation and meals for MUST visiting lecturers and/or supervisors who will conduct periodic visits to the **NCTU** Centre as detailed in the Annexure.
  - 15.4.5 All marketing and promotional expenses related to advertising and Promotional materials for the program. However, sample of the program material will be provided by MUST.
  - 15.4.6 Providing accommodation, local transportation and meals for MUST visiting lecturers and bear lecture fee of **USD500** to conduct in-house Research Methodology class and ensure minimum 10 students for each program. The travelling cost from Malaysia to Can Tho both ways will be absorbed by MUST.
- 15.5 Ensure that MUST intellectual property rights are protected and respected always and there is no transgression or infringement of these rights at any time.
- 15.7 Effectively ensure all functions and tasks are facilitated smoothly for timely execution related to the running of program without delays and with maximum students' and visiting lecturers' and/or supervisors' satisfaction.

- 15.8 To assist Institute of Postgraduate School (IPS) to provide online and/or email support for the program and help set-up an appropriate resource centre or a suitable library to be used by students and staff and accessing the online/digital library.
- 15.9 Propose to MUST appropriate local supervisors (industry practitioner) to be part of the "Pool of Resources" for this program
- 15.10 Work jointly with MUST to promote and develop in-house relevant parallel program (e.g., advanced certificate level) to enhance and grow the knowledge in the area related to the program and other disciplines as and when mutually agreed by both parties.
- 15.11 Encourage students to attend residential module and/or seminar/semester at MUST campus located in Kota Damasara, Petaling Jaya, Malaysia during their candidature for the particular program. The student will bear their own travelling cost, food and accommodation at MUST.
- 15.12 **NCTU** will be responsible to obtain work permit, visa and medical insurance for the MUST lecturer (who stays for more than 10 days) and provide suitable accommodation and expenses & insurance.
- 15.13 **NCTU** shall also try to provide transportation for MUST lecturer as and when necessary including for having meals purposes.
- 15.14 Both parties to protect and safeguard MUST and **NCTU** brand image and reputation.
- 16.1 **Responsibilities of MUST**
- 16.1 MUST will issue an approval letter for **NCTU** to conduct MUST Courses (accreditation certified)
- 16.2 Be solely responsible for the issuance of Letter of Admission or Letter of Offer to all the successful applicants.
- 16.3 Institute of Postgraduate School (IPS) is responsible to all records with regard to student progress report including monitoring, liaising with supervisors and student's management performance report

16.4 MUST shall issue the degree scroll for every student upon their successful completion and graduation of the program.

#### **IV. CERTIFICATION**

##### **17. Certificates**

Certificate in the relevant Ph.D. programs is to be awarded by MUST to successful students upon completion of the program.

#### **V. CHARGES AND FEES DISTRIBUTION**

##### **18. Distribution of Funds**

PhD students who are registered via NCTU will receive a 20% discount on their tuition fees. The payment for the tuition fees will be made directly to MUST after receiving an invoice from the MUST bursary.

#### **VII. COMMENCEMENT AND TERMINATION**

**19.** This Memorandum of Agreement shall commence on the date of signing and shall remain in force and effect for **Five (5) years** initially unless either party has given the other not less than **Three (3) months'** notice in writing of intention to terminate the Memorandum of Agreement or until a formal agreement supersedes any or all the conditions listed in this Memorandum. This Memorandum of Agreement may be revised and/or renewed upon mutual consent between both parties.

**20.** Both parties should strictly follow all articles of this agreement. In the case of any violations as stipulated below, either party has the right to terminate this agreement, as well as to pursue related damages and legal responsibilities.

- a. **NCTU** is prohibited on :
  - i. Making false promises or exaggeration that cannot be fulfilled by MUST; or exceed the agreement scope during recruitment process.
  - ii. Collecting fees that are not approved by MUST, thereby damaging MUST's reputation.
  - iii. Basis of other reasons that may violate the law and administration regulations leading to the termination of agreement.

b. MUST is prohibited on :

Any unreasonable cause that may result in students failing to obtain the certification thereby damaging the reputation of MUST or cause economic loss during the term of the agreement.

**21.** In the case of early termination of agreement, both parties shall continue the initiated project until completion of the program by the students. Otherwise, all consequences will be borne by the party who breaches the agreement.

### **VIII. BREACH OF AGREEMENT**

**22.** Both parties shall adhere to this agreement. Any violation of agreement, the innocent party holds the right to oblige the default party to rectify the dispute in 10 days, failing which the innocent party holds the right to inform the default party of the written disagreement as a first level of dispute resolution giving 7 days as a "Cooling off Period" of amicable solution. Thereafter the innocent party will initiate the termination of the agreement in writing and seek compensation from the default party.

### **IX. SETTLEMENT OF DISPUTES**

**23.** Any dispute arising from this agreement shall first be settled amicably through negotiations. Either party is entitled to submit the dispute to arbitration for settlement. The party, which is found guilty, shall bear the arbitration fees, notary fees, legal fees and other reasonable expenses occurred during dispute. All legal matters will be settled per the Malaysian and Vietnam Legal System.

### **X. SUPPLEMENTARY RULES**

**24.** Additional matters, which are not included in this MOA, could be added as Supplementary Provisions under mutual consent of both parties. Supplementary Provisions will have the same legal status as this MOA.

**25.** There are two (2) copies of this agreement having the same legal status. One (1) copy are to be held by each party.

**26.** Both parties may negotiate on any outstanding matters. However, a single party is not allowed to modify any clause in this agreement.

**27.** Both Parties shall keep strictly confidential all information and hold no right to unilaterally disclose to third parties.



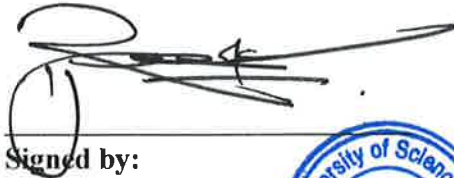
## **XI. Confidentiality**

**28.** In the event information identified in writing as confidential is exchanged, the receiving party shall use reasonable business efforts to keep such information confidential and shall not disclose such information to any third parties. The parties further agree that neither will disclose the existence or terms of this Memorandum of Agreement to any third party without the written consent of the other party. Neither party shall disclose the fact that discussions or negotiations concerning a possible arrangement between the parties are taking place unless and until a final agreement is reached between the parties.

## **XII. Use of Name and Exclusivity**

**29.** The parties agree that no advertising or marketing materials having or containing any reference to either of the Parties, or in which their names are mentioned, shall be used nor shall any other use of the Parties' faculty or employees names, logos, or trademarks be made by either of the Parties or anyone on their behalf unless and until the same shall have first been submitted to and received the written approval of an authorized representative of the other Party.

MUST



Signed by:  
Prof. Dr. Premkumar Rajagopal  
President



Nam Can Tho University

TRƯỜNG  
ĐẠI HỌC  
NAM CẦN THƠ

Signed by: TS. Nguyễn Văn Quang



CA. 27/4/23

Witnessed by:  
Ms. Celeste, Cheong Szean May  
Finance Manager



Witnessed by:  
PGS.TS Nguyễn Tri Khiêm

  
27/4/23

Witnessed by:  
Mr. Thanga Thurai  
Director, Global Engagement  
Office

