



MEMORANDUM OF ARRANGEMENT

BETWEEN

**NATIONAL AUTHORITY FOR QUALITY ASSURANCE AND ACCREDITATION
IN EDUCATION, EGYPT**

AND

MALAYSIAN QUALIFICATIONS AGENCY

ON CO-OPERATION IN THE FIELD OF QUALITY ASSURANCE

THE NATIONAL AUTHORITY FOR QUALITY ASSURANCE AND ACCREDITATION IN EDUCATION (NAQAAE), an independent national authority established after the issuing of law No. 82, 2006 by the Egyptian Parliament, whose address is at 5 Mahmoud Elmeligy Street, Nasr City, 6th District, Building of the Telecom Institute, Cairo, the Arab Republic of Egypt and shall include its lawful representatives and permitted assigns; **AND THE MALAYSIAN QUALIFICATIONS AGENCY (MQA)**, a body corporate established under the Malaysian Qualifications Agency Act 2007 whose address is at 14th Floor, Menara PKNS-PJ, No. 17, Jalan Yong Shook Lin, 46050 Petaling Jaya, Selangor Darul Ehsan, Malaysia and shall include its lawful representatives and permitted assigns; (hereinafter also referred to singularly as "the Participant" and collectively as "the Participants"),

WHEREAS:

The Participants are desirous of entering into this Memorandum of Arrangement to declare their respective intentions and to establish a basis of co-operation and collaboration between the Participants upon the terms as contained herein.

HAVE REACHED AN UNDERSTANDING as follows:

**PARAGRAPH I
OBJECTIVE**

The Participants, subject to the terms of this Memorandum of Arrangement and the laws, rules, regulations and national policies from time to time in force in each Participant's country, will endeavour to establish, strengthen, promote and develop co-operation between the Participants on the basis of equality and mutual benefit.

**PARAGRAPH II
AREAS OF CO-OPERATION**

1. 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 necessary steps to encourage and promote technical co-operation that will be of mutual benefit to both participants in the following areas:

(a) Exchange of Information

exchange policy documents and relevant operational information where appropriate to enable staff from the two agencies to support and learn from each other;

(b) Mutual Understanding

work to enhance their understanding of each other's approach to ensuring quality in higher education and the respective systems in place for quality in higher education;

(c) Quality Systems

aim to ensure that the role of NAQAAE in quality assuring higher education institutions in Egypt is fully understood within Malaysia; and aim to enhance awareness in Egypt of the existence of MQA in quality assuring higher education in Malaysia;

(d) Emphases

ensure that NAQAAE fully understands which quality issues are of greatest importance to Malaysia, advising the Egyptian higher education sector on this, as appropriate. Conversely, ensure that MQA fully understands which quality issues are of greatest importance to Egypt, advising the Malaysian higher education sector on this, as appropriate;

(e) Staff Exchange

when appropriate and possible, support staff from the two agencies

- to spend time in each other's offices
- to participate as observers in institutional audits
- to be involved in training activities

so that staff are acquainted with systems processes and other relevant matters;

(f) Use of Each Other's Reviewers

where appropriate and possible, draw on auditors or accreditors or other specialists from each other's systems to strengthen the international dimension of institutional audits;

(g) Collaboration

where appropriate and possible, collaborative programmes in relation to the quality assurance and accreditation activities will be run in both countries;

(h) Mutual Recognition

where appropriate and possible, in operations relating to quality assurance of higher education within one party's jurisdiction but originating from the other party's jurisdiction, have due regard to the relevant decisions and judgements of the other party;

2. For the purpose of implementing the co-operation in respect of any area stated in Paragraph 1, the Participants will enter into a legally binding agreement subject to terms and conditions as mutually agreed upon by the Participants including clauses on "confidentiality", "suspension", "protection of intellectual property rights" and "settlement dispute".

PARAGRAPH III FINANCIAL ARRANGEMENTS

1. This Memorandum of Arrangement will not give rise to any financial obligation by one Participant to the other.

2. Each Participant will bear its own cost and expenses in relation to this Arrangement.

PARAGRAPH IV
EFFECT OF ARRANGEMENT

This Memorandum of Arrangement 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 V
NO AGENCY

Nothing contained herein is to be construed so as to constitute a joint venture partnership or formal business organisation of any kind between the Participants or so to constitute either Participant as the agent of the other.

PARAGRAPH VI
OTHER RIGHTS AND INTERESTS

Notwithstanding anything contained in this Memorandum of Arrangement, where the implementation of this Memorandum of Arrangement affects any Participant's rights and interests with respect to its national security, national and public interest or public order, protection of intellectual property rights, confidentiality and secrecy of documents, information and data, the Participant may undertake appropriate steps or consultations to ensure that its rights and interests are protected and safeguarded.

PARAGRAPH VII
ENTRY INTO EFFECT, DURATION AND TERMINATION

1. This Memorandum of Arrangement will come into effect on the date of signing and will remain in effect for a period of three (3) years.

2. This Memorandum of Arrangement may be extended for a further period as may be agreed in writing by the Participants.

3. Notwithstanding anything in this Memorandum of Arrangement, either Participant may terminate this Memorandum of Arrangement by notifying the other Party of its intention to terminate this Memorandum of Arrangement by a notice in writing at least one (1) month prior to its intention to do so.

The foregoing record represents the understandings reached between Malaysian Qualifications Agency and National Authority for Quality Assurance and Accreditation in Education upon the matters referred to therein.


In witness whereof, the undersigned duly authorized have signed this Memorandum of Arrangement in duplicate in English language.

Signed in Putrajaya on the 12th October 2010 at the Ministry of Higher Education Malaysia by the representatives of both parties.

**FOR NATIONAL AUTHORITY FOR
QUALITY ASSURANCE AND
ACCREDITATION IN EDUCATION,
EGYPT**


.....
**MAGDY KASSEM
PRESIDENT**

**FOR MALAYSIAN
QUALIFICATIONS AGENCY**


.....
**SYED AHMAD HUSSEIN
CHIEF EXECUTIVE OFFICER**