

TEHRAN UNIVERSITY OF MEDICAL SCIENCES; TEHRAN, IRAN

("TUMS")

AND

**MASTERSKILL INTERNATIONAL SDN BHD
(Company No. 804921-W)**

("MISB")

MEMORANDUM OF UNDERSTANDING

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THIS MEMORANDUM OF UNDERSTANDING ("MoU") is made on 6 June 2013

BETWEEN

TEHRAN UNIVERSITY OF MEDICAL SCIENCES of No 21 Dameshgh St, Tehran 14167-53955 Iran (hereinafter referred to as "**TUMS**");
of the one part;

AND

MASTERSKILL INTERNATIONAL SDN BHD (Company No. 804921-W), a company incorporated in Malaysia under the Companies Act 1965 and having its business address of G-8, Jalan Kemacahaya 11, Taman Kemacahaya, Batu 9, 43200 Cheras, Selangor Darul Ehsan (hereinafter referred to as "**MISB**") of the other part.

WHEREAS:

- A. **TUMS** is a university offering various disciplines including medicine, law, political sciences, theology, sciences and engineering.
- B. **MISB** is a wholly owned subsidiary of Masterskill (M) Sdn Bhd who owns ASIA Metropolitan University (hereinafter referred to as "**AMU**") and Masterskill Global Colleges (hereinafter referred to as "**MGC**") throughout Malaysia offering education in nursing, allied health sciences and non-allied health programs. **MISB**'s intended principal activity is the provision of international procurement services and to cater for international collaboration with foreign partner-universities, institutions or entities.
- C. The parties are desirous of entering into this MoU to declare their respective intentions and to establish a basis of co-operation and collaboration between both parties subject to the terms hereinafter appearing

WHEREFORE IT IS HEREBY UNDERSTOOD BY THE PARTIES THAT:

**ARTICLE I
AREAS OF CO-OPERATION**

The parties hereby believe and regard the following areas of co-operation as desirable and feasible:

- A. both parties will work together to establish articulation pathway for holders of the AMU and MGC's Foundation in Health Sciences into TUMS's medical and other related degrees.
- B. both parties will work together to develop joint degree programs whereby training courses are established and certifications are issued and verified by both parties.
- C. both parties will work together for exchange of student whereby both parties shall make reasonable efforts to support development of an exchange of undergraduate and graduate students for short-term, long-term studies and formal degree programs. Exchange students shall be subject to the admissions criteria and requirements of the host institution. The details of the institutional and student rights and responsibilities for such exchanges shall be set forth in writing and agreed upon by both parties before a particular exchange is initiated.
- D. both parties shall make reasonable efforts to exchange of academic staff to facilitate visits of their researchers or faculty to one another's campuses for periods of time for research and teaching in accordance with the objectives of this agreement. The details of the institutional and individual responsibilities involved in such researcher or faculty exchanges shall be set forth in writing and agreed upon by both parties before a particular visit is initiated.
- E. both parties shall seeks agreement upon a list of their respective scientific, educational and scholarly materials to be exchanged. To the extent practicable, both parties set forth in writing their mutually agreed upon protocols and guidelines governing this exchange and distribution of information.
- F. both parties will provide information on substantive educational and research programs, conferences, and seminars on topics of mutual interest and will encourage and strengthen communication and cooperation between members of the two institutions especially in the fields of mutual concerns and benefits.

- G. both parties shall make reasonable efforts to collaborate from time to time in the development of special projects, including joint research, training activities, organization of events such as seminar, workshop, congress and conference, aimed at furthering their academic objectives. The details of institutional and individual responsibilities necessary for accomplishment of these special projects shall be set forth in writing and agreed upon by both parties before a particular project is initiated.
- H. Both parties will make reasonable efforts to establish joint visit programs between the two institutions which shall serve as a framework for further cooperation. Arrangement for such visits will be supported by both parties.

This agreement is also designed to provide a framework for the development of a constructive partnership based on recognition of the responsibility of both parties to contribute to the broad strategies of the quality assured delivery and assessment system for identified courses to be delivered to these standards.

ARTICLE II FINANCIAL ARRANGEMENTS

1. Before any particular cooperative project or program is initiated, all financial details should be negotiated and agreed upon by both parties.
2. Save and except to Clause 1 above, each party will bear its own cost and expenses in relation to the preparation and stamping of this MoU.

ARTICLE III EFFECT OF MOU

The parties agree that this MoU is not a formal legal agreement giving rise to any legal relationship and rights but it is only a definite expression and record of the purpose of the parties to which the parties are bound in honour only. Both parties will use their best efforts to execute a legally binding agreement whereupon a detailed terms and conditions on their collaboration to be mutually agreed by the parties hereto will be spelt out in the agreement.

ARTICLE IV NO PARTNERSHIP OR AGENCY


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

**ARTICLE V
DURATION, TERMINATION AND VARIATION OF MOU**

This MoU shall become effective upon its execution by both parties and shall remain in effect for a period of five (5) years from said date of execution, at which time the parties may negotiate to extend the agreement a further term. This MoU may be terminated by either party by giving prior one (1) month notice to the other party and may be amended by mutual consent of the parties, formalized in written communications that specify the date which such amendments are to take effect.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year first above written.

SIGNED by)
)
for and on behalf of)
TEHRAN UNIVERSITY OF MEDICAL SCIENCES)


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Dr M.S. Ghasemi
Executive Director

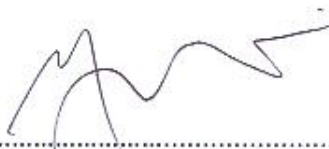
In the presence of:)
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.....
Dr Ali Arabkheradmand

SIGNED by)
)
for and on behalf of)
MASTERSKILL INTERNATIONAL SDN BHD)


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Dato' Prof Dr. Nik Rahimah binti Nik Yacob
Vice Chancellor

In the presence of:)
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Dato' Dr. Jayles Yeoh
Deputy Chief Executive Officer
Masterskill Education Group Berhad