

DATED THIS 25<sup>TH</sup> FEBRUARY DAY OF 2021

BETWEEN



**HUMAN LIFE ADVANCEMENT FOUNDATION**  
(Registration No.: PPAB-03/2006)

AND



**UNIVERSITY OF SARAJEVO, BOSNIA & HERZEGOVINA**  
(ID No.: 4200494560007)

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**MEMORANDUM OF UNDERSTANDING**

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THIS MEMORANDUM OF UNDERSTANDING is made as of (the "MOU")  
BETWEEN



- (1) **UNIVERSITY OF SARAJEVO, BOSNIA AND HERZEGOVINA (Registration ID: 4200494560007)** is a public higher education institution registered under the relevant Bosnia & Herzegovina laws and having its address at Obala Kulina bana 7/II, 71000 Sarajevo, Bosnia & Herzegovina ("Institution") of the one part;

**AND**

- (2) **HUMAN LIFE ADVANCEMENT FOUNDATION (Registration No.: PPAB-03/2006)** is a foundation registered under the relevant Malaysia laws having its address at Suite 1B, Level 5, Menara Dato' Onn, World Trade Centre Kuala Lumpur, 45 Jalan Tun Ismail, 50480, Kuala Lumpur, Malaysia ("HLAF") of the other part.

(Both HLAF and the Institution shall hereinafter be referred to as "Parties" and reference to "Party" shall mean either one (1) of them.)

**WHEREAS:-**

- A. The Institution is a public higher education institution in Bosnia and Herzegovina which offer wide and balanced range of scientific, art and professionally disciplines in the fields of Arts, Engineering, Humanities, Mathematics, Natural Sciences and Biotechnology, Medicine and Social Sciences.
- B. HLAF's mission is to develop networks of organizations and individuals able and willing to contribute to the needs of society, as well as in the development of internationally competent individuals.
- C. The Parties are now desirous of entering into this MOU to declare their respective intentions and to establish a basis of co-operation and collaboration ("Collaboration") upon the terms as contained herein.

**NOW IT IS HEREBY AGREED as follows:**

**1. SCOPE OF COLLABORATION**

The areas of Collaboration shall be specified and agreed by the Parties at a later date including the specific programs and activities to be carried out.

**2. FINANCIAL PROVISIONS**

- (a) Where the financial costs have not been determined, the Parties agree to discuss the financial costs before commencement of such part of Collaboration. Where there are no financial costs agreed either in this MOU or prior to commencement of such part of Collaboration, all costs incurred by a Party shall be solely borne by that Party, unless agreed otherwise by the other Party.
- (b) Unless otherwise agreed to in writing by the Parties, any amount to be paid by one Party to the other Party shall be paid within fourteen (14) days from the receipt of the relevant invoice by the receiving Party.

### **3. TERM AND TERMINATION**

- (a) This MOU shall commence on the date of this MOU and, unless earlier terminated in accordance with the terms of this MOU, will continue for a period of five (5) years from the date of this MOU.
- (b) This MOU may be extended for an additional period of one (1) year prior to the expiry of its then subsisting term by written notice of any Parties.
- (c) Notwithstanding paragraphs (a) and (b) above, this MOU may be terminated by either Party:
  - (i) by giving the other Party thirty (30) days' notice to such effect without assigning any reason thereto; or
  - (ii) in the event of a material breach by the other Party of the terms of this MOU, provided that the terminating Party first gives the defaulting Party written notice of termination, specifying the grounds therefore, and the defaulting Party has had thirty (30) days after such notice is given to cure the breach. If not so cured, this MOU shall terminate at the expiration of such thirty (30) days.
- (d) Termination of this MOU pursuant to any provisions of this Clause 3 shall not affect either Party's right or obligations to the other prior to such termination.

### **4. EFFECT OF TERMINATION**

- (a) Upon termination of this MOU for any reason whatsoever, all outstanding monies due from one Party to the other Party shall immediately become due and payable by the first Party.
- (b) Subject as otherwise provided herein and to any rights or obligations which may have accrued prior to termination, neither party shall have any further obligation to the other under this MOU.



## 5. NOTICE

- (a) All notices required or permitted under this MOU shall be in writing and shall be deemed duly served to the addressee at the address as stated below if:
- (i) delivered personally, when delivered to the addressee;
  - (ii) by prepaid registered or ordinary post, seven (7) clear business days from and including the date of posting; or
  - (iii) in the case of email, at the time email is sent by the sender unless a non-delivery notice is received within one day of sending the message

if the delivery or receipt is on a day which is not a business day or is after 5.00 p.m. (addressee's time) service shall be deemed to occur at 9.00 a.m. on the following business day.

Address:

**HUMAN LIFE ADVANCEMENT FOUNDATION**

Suite 1B, Level 5,  
Menara Dato' Onn,  
World Trade Centre Kuala Lumpur,  
45 Jalan Tun Ismail,  
50480 Kuala Lumpur,  
Malaysia

**Attn: Mr Junaidi Said**

Designation: Chief Executive Officer  
Email address: [junaidi@hlaf.org.my](mailto:junaidi@hlaf.org.my)

Address:

**UNIVERSITY OF SARAJEVO**

Obala Kulina bana 7/II  
71000 Sarajevo,  
Bosnia and Herzegovina

**Attn: Professor Dr Rifat Škrijelj**

Designation: Rector  
Email address: [kabinet.rektora@unsa.ba](mailto:kabinet.rektora@unsa.ba)

- (iv) Any change of addressee or address stated above by a Party shall be promptly communicated in writing via notice or email to the other Party.



**6. ELECTRONIC COMMUNICATION AND EXECUTION**

- (a) The Parties acknowledge and agree that electronic communication is an acceptable method of correspondence and communicating information between the Parties.
- (b) Each Party agrees that this MOU and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this MOU (where agreed by both Parties) are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

**7. CONFIDENTIALITY**

The Parties will keep all information acquired by one Party from another confidential and will not furnish copies thereof to any person or disclose it except to the extent required for the purpose of the collaboration. This provision shall not apply to information which enters the public domain through no fault of any Party or which information is required to be disclosed by law or appropriate regulatory authorities. Where any Party intends to disclose any information obtained from the other Party, the Parties shall discuss and agree the extent of the disclosure.

**8. NON-EXCLUSIVITY**

This MOU is not intended to create an exclusive arrangement between the Parties for the matters described above.

**9. ASSIGNMENT**

No Party hereto is to assign or attempt to assign any such rights and obligations or the benefit of this MOU unless it has obtained the prior written consent of the other Party.

**10. MODIFICATION**

It is envisaged that the Parties will enter into further agreements in respect of certain particulars which are described above. Such agreements shall only be effective if made in writing and signed by the duly authorised representatives of the Parties.

**11. PUBLICITY**



It is agreed that in the event any Parties may require to issue or provide any press release or other public statement or disclosure concerning this MOU, such press release or public statement or disclosure must be approved in writing by the other party, the approval of which must not be unreasonably withheld.

The use of the name, logo, and/or official emblem of any of the Parties on any publication, document, and/or is prohibited without the prior written approval of either Party.

## **12. NO AGENCY OR PARTNERSHIP**

Nothing in this MOU shall be considered as establishing an agency or partnership between the Parties or limiting the powers or rights of any Party to carry on its separate business for its sole benefit. No Party shall have any right, power or authority to enter into any agreement or give any undertaking for, or act on behalf of, or to act as or be an agreed representative of, or otherwise to bind, any other Party.

## **13. GOVERNING LAWS**

This MOU shall be governed by and construed in accordance with the laws of Malaysia and the Parties irrevocably submit to the exclusive jurisdiction of the courts in Malaysia.

## **14. DISPUTE RESOLUTION**

- (a) The Parties shall first attempt to resolve any dispute arising out of or relating to this MOU in accordance with the procedures specified below.
- (b) The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this MOU promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than persons with direct responsibilities for administration of this MOU. Either Party may give the other Party written notice of any dispute not resolved in the normal course of business. Within fifteen (15) days after delivery of the notice, the receiving Party shall submit to the other written response. The notice and the response shall include:-
  - (i) a statement of such Party's position and summary of arguments supporting the position, and
  - (ii) the name and title of the executive who will represent the Party and any other person who will accompany the executive. Within thirty (30) days after delivery of the disputing Party's notice, the executives of both Parties shall

meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one Party to the other will be honoured.

If the matter has not been resolved within sixty (60) days after the disputing Party's initial notice, or if the Parties fail to meet within thirty (30) days of such notice, then either Party may pursue its remedies in any court in Malaysia.

*(the rest of this page is intentionally left blank)*




IN WITNESS WHEREOF, the Parties have made and executed this MOU as of the date first above written.

Signed by **Mr Junaidi Said**

Designation: **Chief Executive Officer**

for

**HUMAN LIFE ADVANCEMENT FOUNDATION**  
**(Registration No.: PPAB-03/2006)**



In the presence of

**Ms Amira Hanani Abdul Kadir**



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Signed by **Professor Dr Rifat Škrijelj**

Designation: **Rector**

for

**UNIVERSITY OF SARAJEVO**



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25/2/2021



In the presence of

**Professor Emeritus Asif Šabanović**



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