MEMORANDUM OF COOPERATION

BETWEEN

THE FUTURE UNIVERSITY (FU),
SUDAN

AND

UNIVERSITI TELEKOM SDN. BHD.
MALAYSIA
This Memorandum of Cooperation ("MOC") dated this July 7, 2011.

BETWEEN:

UNIVERSITI TELEKOM SDN. BHD. (436821-T) having its registered office at Company Secretarial Division, Level 51, North Wing, Menara TM, Jalan Pantai Baharu, 50672 Kuala Lumpur [as the registered owner of Multimedia University (Registration No. KP/JPS/DFT/US/B01), a Private University registered under the Private Higher Educational Institutions Act, 1996 (Act 555)] and having its business address at Jalan Multimedia, 63100 Cyberjaya, Selangor Darul Ehsan and Jalan Ayer Keroh Lama, 75450 Bukit Beruang, Melaka (hereinafter referred to as Multimedia University or "MMU").

AND

THE FUTURE UNIVERSITY, established first in 1991 as Computerman University College, is a Private University upgraded by an Act of the National Assembly (Act N16) within the framework of Constitution (2005) and the Higher Educational Law (1990) and having its business address at Madani Street, Khartoum, P.O. Box 10553 Khartoum Sudan (hereinafter referred to as "FU").

MMU and FU are hereinafter called “the Parties”.

WHEREAS:

1. MMU is a university with two campuses (Cyberjaya and Melaka) in Malaysia, and provides university-level education and training in the areas of multimedia technology, engineering, and information technology, creative multimedia and business management.

2. The FU is a university with one campus in Khartoum, provides university-level education and training in the areas of information technology, computer sciences, engineering, architecture, creative multimedia, and geo-informatics.

3. The Parties now wish to enter into a series of discussions for the mutual benefit of both Parties, and for purposes more particularly set forth herein.

The Parties hereby agree to the following:
1. **Scope of Cooperation:** The provisions stated in this MOC are statements of intent only. This is a non-binding agreement between the Parties (save for the confidentiality provisions below), and no such agreement shall exist until both Parties have negotiated, prepared and executed a separate written agreement establishing the binding obligations of the Parties and approved by each Party’s Board of Directors in relation to specific objectives stated below.

This MOC is intended to establish a basis upon which and MMU may explore areas for cooperation, and the Parties will also explore cooperation on talent sourcing and development. The Parties believe that such endeavors would be in the interest of both Parties. In this regard, the Parties agree to discuss and explore the following:

- carrying out joint research projects;
- organization/participation in conferences, symposia and congresses;
- joint publications of the results obtained in joint projects;
- Knowledge sharing through the exchange of experts, researchers, technical and administrative staff;
- free flow access of scientific information within the parameter of the agreement between FU-Sudan and the University of Turin;
- Exchange of students (has to be defined in specific additional protocols).

2. **Contact Persons:** MMU hereby appoints Senthilathiban Veeriah (Senior Director, Operations) and FU appoints Abdel Basit Mohamed Ali (Planning Advisor of the President of the University) to co-ordinate and oversee all discussions between the Parties pursuant to this MOC.

3. **Mutual Expense and Reliance:** Each Party will be responsible for its own expenses during the discussions in connection with this MOC, and all discussions shall be done in good faith for the mutual benefit of both Parties involved. Any action taken in reliance on the Cooperation expressed in this MOC shall be at the Parties’ own risk.

4. **Confidentiality:**
   a) All information exchanged between Parties in connection with this MOC or during discussions preceding this MOC and relating to this MOC or to any matter contemplated by this MOC, and any discussions held between the Parties are CONFIDENTIAL to them and may not be disclosed to any third party during the period of this MOC or anytime thereafter except:
i) With the written consent of the other Party;
ii) If required by law to be disclosed;
iii) In connection with legal proceedings by authority of a court of competent jurisdiction; or
iv) If the information is or becomes generally and publicly available but not as a result of breach by either Party and/or the employees of its respective subsidiaries, parent or related companies as aforesaid, of its obligations under this MOC.

b) Disclosure of confidential information to employees of party's subsidiary, parent or related companies (as defined under Malaysia Companies Act, 1965) is permitted provided it is necessary for the purposes of performing that Party's obligations under this MOC. Notwithstanding the aforesaid, the Party receiving any information shall ensure that any of its employees to whom information is disclosed by the Party disclosing any of its employees to whom information is disclosed by the Party disclosing pursuant to this MOC shall undertake to observe the confidentiality undertakings in this MOC. The Party receiving the information shall protect all confidential information of the disclosing Party using not less than the standard of care in which it treats its own confidential information (but no less than a reasonable care in the circumstances) and shall ensure that the information is stored and handled in such a way as to prevent unauthorized disclosure.

c) The obligation of confidentiality herein shall survive the termination of this MOC and remain binding on the Parties without limitation of time.

5. Implementation and Termination: This MOC will come into effect on the day on which it is signed by both Parties. It will continue for a period of Three Years, thereafter the MOC may be extended for a further period by written agreement between both Parties. Furthermore both parties acknowledge that either party may terminate this MOC for any reason by providing 30 days notice in writing to the other Party.

6. Limitation of Liability: In no event shall either Party be liable to the other for any damages whatsoever including, without limitation, direct, indirect, speculative, incidental, special or consequential damages in connection with performance under this MOC.

7. Modifications: No variations, modification or alteration of any provisions of this MOC shall be effective unless made with the prior written agreement of the Parties.
8. **Governing Law and Jurisdiction:** This MOC and any final agreement entered pursuant to this MOC shall be governed by and construed in accordance with the laws of Malaysia. Any dispute controversy or claim arising out of or relating to this MOC or the breach, termination or invalidity thereof, shall be decided and finally resolved by arbitration by one arbitrator in accordance with the Kuala Lumpur Regional Centre for Arbitration Rules. The language to be used in the arbitration proceedings shall be English.

In witness whereof the parties hereto have caused this MOC to be duly executed on the day and year first above mentioned.

Signed by:

Dr. El Tayeb Mustafa  
President  
The Future University

Signed by:

Prof. Dato' Dr. Muhamad Rasat Muhamad  
President  
Multimedia University

Witnessed by:

Prof. Nureldine Musharaf  
Dean of Students Affairs

Witnessed by:

Senthilathiban Veeriah  
Senior Director, Operation

Date: ___________________