

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GOVERNMENT OF MALAYSIA
AND
THE GOVERNMENT OF AUSTRALIA
ON
CO-OPERATION IN THE FIELD OF EDUCATION**

THE GOVERNMENT OF MALAYSIA as represented by the Ministry of Education of Malaysia and **THE GOVERNMENT OF AUSTRALIA** as represented by the Department of Education and the Department of Employment and Workplace Relations (hereinafter referred to singularly as “the Participant” and collectively as “the Participants”),

RECOGNISING the benefits which the two countries will derive from strengthening their mutual, bilateral education and skills development co-operation; and

DESIRING to strengthen co-operation and collaboration between Malaysia and Australia in the field of education; and

HAVE REACHED THE FOLLOWING UNDERSTANDINGS:

**PARAGRAPH 1
OBJECTIVE**

The Participants, subject to the provisions of this Memorandum of Understanding and the laws, rules, regulations and national policies from time to time in force in their respective countries, will encourage co-operation in the areas of education and skills development by implementing activities of jointly determined priority in these fields to increase mobility, and partnerships between the Participants are to be jointly considered on the basis of reciprocity and mutual benefit.

**PARAGRAPH 2
AREAS OF CO-OPERATION**

The Participants 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 educational co-operation in the following areas:

- (a) early childhood, primary, secondary and post-secondary education;
- (b) teacher training and professional development;
- (c) educational assessment;

- (d) information and technology in education;
- (e) educational management and leadership;
- (f) technical and vocational education and training (TVET) at the school level;
- (g) digital education;
- (h) qualifications recognition, including recognition of prior learning and micro-credentials; and
- (i) any other areas of co-operation in the field of education to be mutually determined by the Participants.

PARAGRAPH 3 FORMS OF CO-OPERATION

The Participants mutually decide that the forms of co-operation under this Memorandum of Understanding will be carried out through the following forms:

- (a) establishment or maintenance of linkages between educational institutions of all levels;
- (b) exchanges between educational leaders, senior officials, experts, teachers, administrators and students, which includes the exchange of materials, publications and information, interactions through meetings, conferences; and
- (c) any other forms of co-operation as jointly decided by the Participants.

PARAGRAPH 4 DESIGNATED AUTHORITY

The designated authority responsible for the implementation of this Memorandum of Understanding on behalf of the Government of Australia will be the Department of Education and the Department of Employment and Workplace Relations of Australia and on behalf of the Government of Malaysia will be the Ministry of Education of Malaysia.

PARAGRAPH 5 IMPLEMENTATION

1. This Memorandum of Understanding will be implemented in accordance with the laws, rules, regulations and national policies from time to time in effect in each of the Participant's countries and in accordance with their respective international obligations.
2. In the implementation of this Memorandum of Understanding, the Participants will arrange the details of any activities, programmes or projects to be carried out through their respective designated authorities, as provided in Paragraph 4.

PARAGRAPH 6 JOINT WORKING GROUP

1. The Participants will establish a Joint Working Group (hereinafter referred to as "Joint Working Group") to review the implementation of this Memorandum of Understanding.
2. The Joint Working Group may consider ways to promote the aforesaid objective, and update at each meeting, the progress of the cooperative activities carried out within the framework of this Memorandum of Understanding.
3. The Joint Working Group will be co-chaired by a senior official of the Ministry of Education of the Government of Malaysia and by a senior official of the Department of Education or the Department of Employment and Workplace Relations of the Government of Australia, with participation from other relevant government agencies of the Participants as appropriate.
4. The Joint Working Group will meet on a rotating basis in either Malaysia or Australia or virtually, at least once a year or at such other frequency as the Participants may otherwise decide.
5. The Joint Working Group will meet on a date convenient to the Participants and mutually decided upon by the Participants.
6. The decisions and other conclusions of the Joint Working Group will be reflected in the approved Recorded Minutes of the Meeting and the Participants may jointly decide on the appropriate steps to implement the decisions and conclusions.

PARAGRAPH 7 PARTICIPATION OF THIRD PARTY

Either Participant may invite the participation of a third party in the joint activities and/or programmes being carried out under this Memorandum of Understanding upon the prior written consent of the other Participant. In carrying out such joint activities and/or programmes, the Participants will endeavour to ensure that the third party(s) acts consistently with the provisions of this Memorandum of Understanding.

PARAGRAPH 8 FINANCIAL ARRANGEMENTS

The financial arrangements to cover expenses for the cooperative activities, programmes or projects undertaken within the framework of this Memorandum of Understanding will be jointly decided upon by the Participants, on a case-by-case basis, and subject to the availability of funds and resources and in accordance with their respective national laws, rules, regulations and policy.

PARAGRAPH 9
PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

1. The protection of intellectual property rights will be enforced in conformity with the respective national laws, rules and regulations of the Participants and with other international agreements of which the Participants are parties.
2. The use of the name, logo and/or official emblem of the Participants on any publication, document and/or paper is prohibited without prior written approval of the Participants concerned.
3. Notwithstanding anything contained in Paragraph 1 above, the intellectual property rights in respect of any technological development, products and services development, carried out:
 - a. jointly by the Participants or research results obtained through the joint activity effort of the Participants, will be jointly owned by the Participants in accordance with the terms to be mutually agreed upon; and
 - b. solely and separately by the Participant or the research results obtained through the sole and separate effort of the Participant, will be solely owned by the Participant concerned.

PARAGRAPH 10
CONFIDENTIALITY

Each Participant will undertake and observe the confidentiality, secrecy and security of documents, information and other data received from or supplied to the other Participant during the period of the implementation of this Memorandum of Understanding.

Both Participants accept that this Paragraph is intended to survive the expiry or termination of this Memorandum of Understanding.

PARAGRAPH 11
OTHER RIGHTS AND INTERESTS

Notwithstanding anything contained in this Memorandum of Understanding, where the implementation of co-operation under this Memorandum of Understanding affects any Participant's rights and interests with respect to its national security, national and public interest or public order, and confidentiality and secrecy of the documents, information and data, that Participant may take appropriate steps or consult with the other Participant to ensure that its rights and interests are protected and safeguarded.

PARAGRAPH 12
REVISION, MODIFICATION AND AMENDMENT

1. Either Participant may request in writing a revision, modification or amendment of all or any part of this Memorandum of Understanding.
2. Any revision, modification or amendment mutually decided by the Participants will be reduced into writing and will form part of this Memorandum of Understanding.
3. Such revision, modification or amendment will come into effect on such date as may be jointly determined by the Participants.
4. Any revision, modification or amendment will not prejudice any advantages and benefits or affect the commitments and undertakings arising from or based on this Memorandum of Understanding before or up to the date of such revision, modification or amendment.

PARAGRAPH 13
DISPUTES

Any disputes about the interpretation or application of the Memorandum will be resolved by consultations between the Participants, and will not be referred to any national or international tribunal or third party for settlement.

PARAGRAPH 14
EFFECT OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding serves only as a record of the Participants' intentions to mutually cooperate in the field of education. It does not constitute or create, and is not intended to constitute or create, and will not be deemed to constitute or create any legally binding or enforceable obligations under the national laws rules, regulations or policies of either Participant or under international law, express or implied.

PARAGRAPH 15
COMMENCEMENT, DURATION AND TERMINATION

1. This Memorandum of Understanding will come into effect on the date of signing and will remain in effect for a period of ten (10) years.
2. Thereafter, this Memorandum of Understanding will be automatically extended for a further period of five (5) years unless otherwise decided by the Participants.
3. Notwithstanding anything in this Memorandum of Understanding, either Participant may terminate this Memorandum of Understanding by notifying the other Participant of its intention to terminate this Memorandum of Understanding by a notice in writing through diplomatic channels, at least three (3) months prior to the intended date of termination.

4. The Participants will consult to determine how any outstanding matters should be dealt with. The termination of this Memorandum of Understanding will not prevent the completion of the co-operation activities that might have been formalised prior to the date of termination of this Memorandum of Understanding, unless the Participants otherwise decide.

The foregoing represents the understandings reached between the Participants upon the matters referred to therein.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective Governments, have signed this Memorandum of Understanding on the 23rd of Oct. in the year 2025

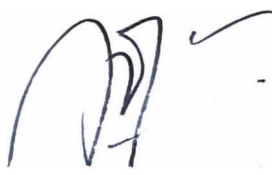
SIGNED in duplicate on the 23rd of Oct. in the year 2025 in two (2) original texts in the English language, all texts being equally authentic.

**FOR THE
GOVERNMENT OF AUSTRALIA**



**The Hon Jason Clare MP
Minister for Education**

**FOR THE
GOVERNMENT OF MALAYSIA**



**YB Puan Fadhlina binti Sidek
Minister of Education**