谅解备忘录

国家能源大学有限公司

(注册号码：199601026142 (398494-K))

与

黑龙江工程学院

(事业单位法人注册编号: 12230000414002233 1)

谅解备忘录

本谅解备忘录（"谅解备忘录"）于_____（以下简称 "生效日期"）制定。

between
介于

UNIVERSITI TENAGA NASIONAL SDN. BHD. (Company No. 199601026142 (398494-K)), a company incorporated under the laws of Malaysia for the purpose of managing UNIVERSITI TENAGA NASIONAL, an institution of higher learning established and registered under Private Higher Educational Institutions Act 1996 wholly owned by Tenaga Nasional Berhad and having its business address at Jalan IKRAM-UNITEN, 43000 Kajang, Selangor Darul Ehsan, Malaysia, including its successors in title and assigns (“UNITEN”) on the first part.

国家能源大学有限公司 (注册号码: 199601026142 (398494-K)) 是一家根据马来西亚法律成立的公司, 目的是管理国家能源大学（UNIVERSITI TENAGA NASIONAL），这是一所根据 1996 年私立高等教育机构法建立和注册的高等教育机构, 由国家能源有限公司 (Tenaga Nasional Berhad)全资拥有, 其营业地址为 Jalan Ikram-Uniten, 43000 Kajang, Selangor Darul Ehsan, Malaysia（以下简称 UNITEN） 的一部分。

and
与

[redacted]

黑龙江工程学院（[redacted]），是位于[redacted]的组织/大学，其注册地址为黑龙江省哈尔滨市道外区东直路 234 号（以下简称[redacted]）；（以下单称“一方”，合称“双方”）。

WHEREAS:
鉴此:

1. UNITEN is a private university wholly owned by Tenaga Nasional Berhad that offers academic programmes in the areas of Engineering, Information Technology, Business Management and other related fields. UNITEN is energy focused university that also provides special academic programs in energy management, engineering and economics including actively engaged in research and development, consultancy, technical and management trainings related to sustainable energy management and engineering including undertaking commercialisation of products and solution in sustainable energy management and engineering.
   UNITEN是一所由国家能源有限公司 (Tenaga Nasional Berhad) 全资拥有的私立大学，提供工程、信息技术、商业管理和其他相关领域的学术课程。 UNITEN 是一所以能源为

重点的大学，还提供能源管理、工程和经济学方面的特殊学术课程，包括积极参与与可持续能源管理和工程相关的研发、咨询、技术和管理培训，包括承担可持续能源管理产品和解决方案的商业化和工程。

2. Heilongjiang Institute of Technology is a provincially-owned full-time higher education institution with a focus on engineering and coordinated development of multiple disciplines. It is responsible for providing higher education, conducting scientific and technological research, and providing related services to society. Its majors cover various fields including engineering, management, humanities, science, law, economics, arts, etc.
黑龙江工程学院是是一所以工为主、多学科协调发展的省属全日制普通本科院校，承担高等学历教育工作、科学技术研究工作，并为社会提供相关服务。专业涵盖工、管、文、理、法、经、艺等方向。

3. This MOU is to outline the general framework of collaboration to be pursued or undertaken by the Parties, so to set out their commitment and understanding in relation to the purpose as stated in Clause 3 herein below.
本谅解备忘录将概述双方将寻求或承担的合作的总体框架，以阐明双方对下文第 3 条所述目的的承诺和理解。

4. The Parties have entered into a Non-Disclosure Agreement dated _____ hereinafter referred to as the (" NDA") in relation to the purpose as stated in Clause 3 herein below.
双方已就下文第 3 条所述的目的签订了一份日期为_____，以下简称（“NDA”）的保密协议。

5. The Parties hereby agree that this MOU is entered into to set out the mutual understandings with regard to their respective scope of cooperation under this MOU.
双方特此同意，签订本谅解备忘录是为了就双方在本谅解备忘录下的合作范围达成相互谅解。

IN CONSIDERATION OF THE MUTUAL UNDERSTANDING SET FORTH HEREIN, IT IS HEREBY AGREED BETWEEN THE PARTIES THAT:
考虑到此处所述的相互理解，双方特此同意：

1. **STATEMENT OF INTENT**
意向声明

1.1 UNITEN and HLJIT recognise that the Parties have many interests in common and that there will be mutual benefits from collaboration and co-operation
国能大学和黑龙江工程意识到双方众多的共同利益，因此将通过协作和合作方式互惠互利。

1.2 UNITEN and HLJIT wish to formalise and standardise the relationship between the Parties in order to provide consistency and a focal point, for the preparation and administration of programmes for collaboration and co-operation.
国能大学和黑龙江工程希望使双方之间的关系正规化和标准化，以便为协作和合作计划的准备和管理提供一致性和焦点。

1.3 This MOU essentially sets out the general nature of the intended areas of collaboration between UNITEN and HLJIT. It is not intended that the agreement shall give rise to any legal rights or obligations between the Parties. Neither Party assumes any financial obligations arising from the MOU except as mutually agreed in writing under separate schedules jointly established from time to time.
本谅解备忘录主要规定了 UNITEN 和黑龙江工程之间预期合作领域的一般性质。 本协议无意在双方之间产生任何法律权利或义务。 除非双方根据不时共同制定的单独时间表以书面形式达成一致，否则双方均无需承担因谅解备忘录产生的任何财务义务。

2. THE GOAL
目标

The intended goal of this MOU is to develop and maintain an ongoing relationship between the two (2) Parties. The relationship will provide opportunities for the exchange of expertise, experience and skills for mutual benefits and growth. UNITEN and HLJIT agree to explore the possibilities of co-operation in areas of mutual interest and benefit.
本谅解备忘录的预期目标是发展和维持双方之间的持续关系。 这种关系将为双方提供交流专业知识、经验和技能的机会，以促进双方的利益和发展。国能大学和黑龙江工程同意探讨在共同感兴趣和受益的领域进行合作的可能性。

3. STATEMENT OF COOPERATION
合作声明

3.1 The two (2) Parties will consider encouraging activities such as:
双方将考虑以下合作方式:

3.1.1 Pathways for advanced entry into programmes
3.1.2 Development of joint programmes
3.1.3 Collaborative professional development
3.1.4 Student Exchange and Mobility Programme
3.1.5 Summer Camp: Edu-Tourism Programme
3.1.6 Exchange of academic staff
3.1.7 Joint research and teaching activities
3.1.8 Joint facilitation and supervision of postgraduate studies
3.1.9 Participation in seminars, conferences and academic meetings

3.1.10 Exchange of publications, academic materials and other information

3.1.11 Joint publications, conferences, symposium etc.

3.1.1 进入高级课程的途径

3.1.2 开发联合项目

3.1.3 合作进行专业发展

3.1.4 学生交流和流动计划

3.1.5 夏令营：教育旅游计划

3.1.6 学术人员交流

3.1.7 共同研究和教学活动

3.1.8 共同促进和监督研究生学习

3.1.9 参加研讨会、会议和学术会议

3.1.10 交换出版物、学术材料和其他信息

3.1.11 联合出版、进行会议及研讨会等

3.2 In that regard the Parties mutually agree that during the term of the MOU, UNITEN will make reasonable endeavours to inter alia:
在这方面，双方共同商定在谅解备忘录有效期内，国能大学将在以下方面特别作出合理努力：

3.3 The Parties mutually agree that during the term of this MOU, HLJIT will make reasonable endeavours to inter alia,
双方共同商定，在本谅解备忘录有效期内，黑龙江工程将在以下方面特别作出合理努力：

3.3.1 Discuss and review the common research areas proposed by UNITEN/HLJIT;
讨论和审查国能大学或黑龙江工程提出的共同研究领域。

3.3.2 Identify researchers from HLJIT who can potentially become the research partners, mentors or supervisors to UNITEN/HLJIT researchers; and
从黑龙江工程确定有潜能成为国能大学或黑龙江工程研究人员的研究伙伴、导师或研究小组组长；以及

3.3.3 Advise and agree on seamless implementation of undergraduate and postgraduate students exchange program.
为本科生和研究生交流项目的顺利实施提供建议并达成共识。

3.4 Any specific activities that result from this MOU shall be subject to separate legally binding agreements and the Parties agree to negotiate these agreements in good faith.
本谅解备忘录衍生的任何具体活动都应受制于具有法律约束力的单独协议，双方同意本着诚意就这些协议进行谈判。

3.5 If there are to be any changes to the initial agreement, UNITEN and HLJIT should inform each other in writing well in advance so as to enable each Party to make the

necessary preparation and adjustment, if necessary after an agreement is reached between the Parties. Any amendments must be in writing signed by both Parties.
如果要对初步协议进行任何修改，国能大学及黑龙江工程应提前书面通知对方，以便在双方达成协议后，在有必要的情况下，各方能够进行必要的准备和调整。任何修改都必须以书面形式由双方签署。

4. CO-ORDINATION
协调

The Parties to this MOU will, within three (3) months from the date of execution of this MOU, designate a key contact person on behalf of each Party who will take responsibility for development and achievement of the objectives of this MOU and when mutually agreed, will take responsibility for the development of the separate collaborations mentioned in **Clause 3.1** above.
本谅解备忘录的各方将在本谅解备忘录签署之日起三（3）个月内，代表各方指定一名主要联系人，负责发展和实现本谅解备忘录的目标，并在双方同意的情况下，负责发展上文第 3.1 条所述的单独合作。

5. COMMENCEMENT AND DURATION OF THIS MEMORANDUM OF UNDERSTANDING
本谅解备忘录的生效和期限

5.1 This MOU will come into effect at the time of signing and will remain in force for a period of **FIVE (5)** years. Following a review by both Parties on the second year, this MOU may be extended in writing for a further agreed period.
本谅解备忘录将在签署时生效，有效期为五（5）年。在双方于第二年进行审查后，本谅解备忘录可以书面形式再延长一个商定的期限。

5.2 Either Party may terminate this MOU at any time by giving not less than **three (3) months'** notice in writing, PROVIDED HOWEVER that any decision to allow this MOU to lapse will take into consideration the time needed for completion of any collaboration under way or any exchange students completing courses at either institution.
任何一方都可以在任何时候终止本谅解备忘录，但需提前不少于三（3）个月发出书面通知。任何允许本谅解备忘录失效的决定都将考虑到完成正在进行的任何合作或任何交换学生在任何机构完成课程所需的时间。

5.3 Upon termination of this MOU, each Party shall return all documents, records, materials and specifications including the Confidential Information received pursuant to Clause 7 herein to the respective owner.
本谅解备忘录终止后，各方应将所有文件、记录、材料和规格，包括根据本谅解备忘录第 7 条收到的保密信息归还各自的所有者。

5.4 Upon the termination or expiry of this MOU, the Parties shall be relieved from all obligations under this MOU, save for those obligations expressed herein to survive the expiry or termination of this MOU. Neither Party will have any claim against the other Party for any costs or compensation whatsoever save for any antecedent breaches or outstanding obligations as provided under the binding clauses as set out under Clause 6.3.
在本谅解备忘录终止或到期时，双方应解除本谅解备忘录的所有义务，唯独本谅解备忘录到期或终止时仍然有效的义务除外。除了第6.3条规定的约束性条款下的任何先前的违约行为或未履行的义务外，任何一方都不会向另一方要求任何金钱上或其他性质的赔偿。

6. NATURE OF MOU
谅解备忘录的性质

6.1 This MOU relates only to the intention contemplated herein and nothing contained herein shall be deemed to create an association, partnership or principal/agent relationship between the Parties hereto or impose any partnership obligations or liability to either Party.
本谅解备忘录仅涉及本协议所设想的意向，本协议中的任何内容都不应被视为在本协议双方之间建立协会、伙伴关系或委托/代理关系，或对任何一方施加任何伙伴关系义务或责任。

6.2 Neither Party shall have any right, power nor authority to enter into any agreement of commitment, act on behalf of, or otherwise bind the other Party in any way until a formal agreement has been reached between the Parties.
在双方达成正式协议之前，任何一方都没有任何权利、权力或授权签订任何承诺协议，代表对方行事，或以任何方式约束对方。

6.3 This MOU represents the good faith, understanding and statement of intention of the Parties to proceed further with the collaboration and as such shall not have any legal binding effect save and except for Clauses 5.4, 6, 7, 8, 11, 12, 13.2, 13.3, 13.10 herein.
本谅解备忘录代表了双方进一步开展合作的诚意、理解和意向声明，因此不具有任何法律约束力，但本备忘录第5.4、6、7、8、11、12、13.2、13.3及13.10条除外。

7. INTELLECTUAL PROPERTY
知识产权

Each Party shall retain ownership of its intellectual property rights in relation to any information exchanged under this MOU.
各方应据本谅解备忘录交流的任何信息保留有关的知识产权所有权。

8. CONFIDENTIALITY
保密性

8.1 Each Party shall abide by the NDA while carrying out the collaborative activities under this MOU.
在根据本谅解备忘录开展合作活动时，各方应遵守保密协议。

8.2 Each Party shall keep in strict confidence any confidential information in relation to this MOU obtained from the other Party (hereinafter referred to as "Disclosing Party") and shall not disclose the Confidential Information to any third party (hereinafter referred to as "Receiving Party") without the prior written consent of the other Party. For the avoidance of doubt, Confidential Information shall mean all information owned or controlled by the Disclosing Party, which is disclosed to the Receiving Party in accordance with this MOU or when disclosed orally, has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within fifteen (15) days from oral disclosure at the latest as Confidential Information by the Disclosing Party.
每一方应严格保密从另一方（以下简称"公开方"）获得的与本谅解备忘录有关的任何机密信息，并且在未经另一方事先书面同意的情况下不得向任何第三方（以下简称"接受方"）公开机密信息。为避免疑问，保密信息是指由披露方拥有或控制的所有信息，根据本谅解备忘录向接收方公开，或在口头披露时，在披露时已被确定为保密信息，并在口头披露后最迟十五（15）天内被书面确认和指定为公开方的保密信息。

8.3 The obligation of confidentiality shall not apply to:-
保密义务不适用于:

i. the Confidential Information which is already known to the Receiving Party without restriction prior to such disclosure;
在公开之前，接收方已经无限制地知道的保密信息。

ii. the Confidential Information which is now or hereafter becomes available in public through no breach of the Disclosing Party;
现在或未来因公开方没有违反规定而被公开的保密信息。

iii. the Confidential Information which is required by law to be disclosed; and
法律规定必须公开的保密信息；以及

iv. the Confidential Information which is independently developed or procured by the Receiving Party.
由接收方独立开发或获取的保密信息。

8.4 The Parties agree that this Clause 8 shall survive the termination or expiry of this MOU.
双方同意第 8 条在本谅解备忘录终止或到期后仍然有效。

8.5 The Parties shall ensure that all their employees, servants, advisors or agents to whom the Confidential Information is disclosed to comply with the confidentiality obligations herein.
双方应确保向其公开保密信息的所有雇员、佣工、顾问或代理人遵守本条款规定的保密义务。

9. DISPUTE RESOLUTION
争议解决

9.1 Resolution by management
管理层决议

All disputes will be settled by good faith in negotiation between the management of the Parties for decision within fourteen (14) days of their first meeting to resolve such dispute.
所有争议将在双方管理层首次会面后十四 (14) 天内通过善意协商解决，以解决此类争议。

9.2 Decision will be final and conclusive
决定为最终决定

If any decision on a dispute is mutually agreed by the representatives of the Parties pursuant to Clause 8.1, such decision will be final and conclusive as to such dispute.
如果双方代表根据第 8.1 条相互同意就争议作出的任何决定，则该决定将对该争议具有最终和决定性。

9.3 Reference to court
提交法院

If a dispute arising out of or related to any of the specified legally binding clauses as set out in this MOU is not resolved pursuant to Clause 8.1, such dispute may be referred by any Party to any court of competent jurisdiction from where the cause of action arose.
如果因本备忘录规定的任何特定具有法律约束力的条款引起的或与之相关的争议未能根据第 8.1 条解决，则任何一方均可将该争议提交至诉讼事由发生地的任何有管辖权的法院。

10. CONTACT PERSONS
联系人员

10.1 All notices and communication pertaining to this MOU shall be made in writing and shall be delivered or sent to the correspondence addresses and shall be either delivered personally or by reputable courier services or registered email address or facsimile

numbers of the Parties set forth below. Changes in the addresses may be specified in written notice.

与本谅解备忘录有关的所有通知和通信均应以书面形式进行，并应交付或发送至通信地址，并应亲自交付或通过信誉良好的快递服务或登记的电子邮件地址或以下列出的双方的传真号码。 地址的变更可在书面通知中指明。

For **UNIVERSITI TENAGA NASIONAL SDN. BHD.**
Jalan IKRAM-UNITEN
43000 Kajang
Selangor Darul Ehsan Malaysia.

Attention : Dr. Hidayah Bt Sulaiman
Designation : Head, International Cooperation
Telephone : +603 89212020 – ext 7548
Facsimile : +603 89212109
Email : hidayah@uniten.edu.my

国家能源大学有限公司
Jalan IKRAM-UNITEN
43000 Kajang
Selangor Darul Ehsan Malaysia.

收件人 : Dr. Hidayah Bt Sulaiman
职位 : Head, International Cooperation
联络电话 : +603 89212020 (分机 7548)
传真号码 : +603 89212109
电邮地址 : hidayah@uniten.edu.my

For **HLJIT**

Attention : <Dr. LI Shasha>
Designation : <Vice Director of the Office for International Exchanges and Cooperation>
Telephone : <0086-0451-88627721>
Facsimile : <0086-0451-57678811 >
Email : <lishasha@hljit.edu.cn>

<黑龙江工程学院>

收件人 : <李莎莎>

职位 : < 国际交流合作处副处长>
联络电话 : < 0086-0451-88627721>
传真号码 : <0086-0451-57678811 >
电邮地址 : <lishasha@hljit.edu.cn >

11. PERSONAL DATA PROTECTION
个人资料保护

11.1 HLJIT agree to comply and have adequate measures in place to ensure compliance at all times with the provisions and obligations contained in all applicable laws and regulations of HLJIT' s country that substantially similar to Personal Data Protection Act 2010 ("PDPA 2010") in order to collect, use, process, record, hold, store, share and/or disclose any or all personal data related to the performance and obligations under this MoU.

11.2 黑龙江工程同意在收集、使用、处理、记录、持有、储存、分享和/或公开与本谅解备忘录下的履行和义务有关的任何或所有个人资料时，遵守并采取适当措施，以确保在任何时候都遵守黑龙江工程所在国家的所有适用法律和法规中的规定和义务。这些法律和法规与《2010 年个人资料保护政策》（"PDPA 2010"）的基本类似。

11.3 HLJIT shall not transfer any personal data of a data subject to a place outside Malaysia other than HLJIT' s country without the prior written consent of UNITEN or HLJIT shall ensure that place in force any legislation that serves the same purposes or which is at least equivalent to the level of protection afforded by the PDPA 2010.
未经国能大学事先书面同意，黑龙江工程不得将资料当事人的任何个人资料转移到马来西亚以外的地方，而不是黑龙江工程的国家，或者黑龙江工程应确保该地方有任何法律能达到相同的目的，或至少等同于 2010 年 PDPA 所提供的保护水平。

11.3 HLJITshall implement adequate technical and organisational security measures to protect the personal data from any loss, misuse, modification, unauthorised or accidental access or disclosure, alteration or destruction.
黑龙江工程应实施适当的技术和组织安全措施，以保护个人资料免受任何损失、滥用、修改、未经授权或意外的访问或披露、更改或破坏。

11.4 HLJITshall have the obligation to securely dispose all of personal data whether in written, electronic or other form or media given by UNITEN and shall certify in writing to UNITEN that such personal data has been disposed of securely upon request by UNITEN at any time during the term or upon termination of this MoU, if it is no longer required for the purpose for which it was to be processed.
黑龙江工程有义务安全地处理国能大学提供的所有书面、电子或其他形式或媒体的个人资料。如果存在不需要处理的目的，黑龙江工程应以书面形式向国能大学

证明在本谅解备忘录有效期内的任何时候，或在本谅解备忘录终止时这些个人资料已经被安全处理。

11.5 Upon default, the defaulting Party shall be liable for and shall indemnify (and keep indemnified) against each and every action, proceeding, liability, cost, claim, loss, expense (including reasonable legal fees and disbursements on a solicitor client basis) and demands incurred by the aggrieved Party which arise directly or in connection with the defaulting Party's processing of Personal Data pursuant to this MOU, including without limitation those arising out of any third party demand, claim or action, or any breach of contract, negligence, fraud, wilfull misconduct, breach of statutory duty or non- compliance with any part of the Data Protection Legislation by the defaulting Party or its employees, servants, agents, or representatives.
一旦违约，违约方应负责并赔偿（并保持赔偿）受害方发生的每一项诉讼、程序、责任、费用、索赔、损失、支出（包括律师客户的合理法律费用和支出）和要求，这些都直接或与违约方根据本谅解备忘录处理个人资料有关。当中包括但不限于因任何第三方的要求、申索或诉讼，或因违约方或其雇员、受雇人、代理人或代表的违约、疏忽、欺诈、故意不当行为、违反法定责任或不遵守资料保障法例的任何部分而引起。

11.6 For the purpose of information and notification, UNITEN's Personal Data Protection Policy can be accessed at https://www.uniten.edu.my/about-uniten/disclaimer-personal-data-protection-policy/.
国能大学的个人资料保护政策可以在 https://www.uniten.edu.my/about-uniten/disclaimer-personal-data-protection-policy/索取，以便于了解和通知。

12. **INTEGRITY**
12. 诚信

12.1 **Compliance with anti-corruption laws**
遵守反贪污法律

The Parties agree to comply with all relevant and applicable anti-corruption laws or regulations, including the Malaysian Anti-Corruption Commission Act 2009 ("MACAA") including its subsidiary legislation and guidelines in connection with this MOU. Each Party or any person or entity acting on its behalf will not commit any illegal or unlawful act in connection with this MOU, in particular each will not make any payments or provide anything of value to any person or government entity that would be considered improper or illegal under the law that may apply to either Party.
双方同意遵守所有相关和适用的反贪污法律或法规，包括马来西亚 2009 年反贪污法案（"MACCA"），当中包括其与本谅解备忘录有关的附属立法和准则。各方或代表其行事的任何个人或实体将不会实施与本谅解备忘录有关的任何非法或违法行为，特别是各方将不会向任何个人或政府实体支付或提供任何根据可能适用于任何一方的法律被认为是不正当或非法的价值。

12.2 Gratification
酬金

Where a Party has reasonable concerns regarding behaviour involving gratification on behalf of the other Party, the said Party will have the right either (i) direct the other Party to investigate the matter; or (ii) conduct its own investigation and the other Party will provide all reasonable assistance, information and documentation to the said Party. For the purposes of this Clause 11, "gratification" will have the same meaning as in the MACCA.
若某方对涉及代表另一方的酬金行为有合理的担忧，该方将有权力(i)指示另一方调查此事；或(ii)自己进行调查，另一方将向该方提供所有合理的协助、信息和文件。就本第11条而言，"酬金"的含义与包括但不限于马来西亚2009年反贪污法案（"MACCA"）中的含义相同。

13. MISCELLANEOUS
13. 其他

13.1 The Parties recognise that it is impractical to make provision for every contingency that may arise in the course of the performance of the provisions hereof and accordingly declare their intention that this MOU shall operate with fairness between them and without detriment to the interest of either Party and that each Party will endeavour to ensure that full effect is given to the terms of the MOU in the spirit in which it was initially agreed.
双方皆了解，为履行本备忘录规定的过程中可能出现的每一个意外情况作出规定是不切实际的，因此双方再次承诺本备忘录应在大家之间公平运作，不损害任何一方的利益，双方将努力确保本着最初商定的精神，充分实施本备忘录的条款。

13.2 The Parties acknowledge that all expenses such as salaries, allowances, travelling, living and associated cost will be determined and borne by the respective Party incurring it.
双方承认所有的费用，如工资、津贴、旅行、生活和相关费用，将由主办方方决定和承担。

13.3 Each Party shall bear its own cost of or in connection with the preparation and execution of this MOU. UNITEN shall bear the stamp duty cost for this MOU.
各方应自行准备和执行本谅解备忘录的费用或与之有关的费用。国能大学应承担本谅解备忘录的印花税费用。

13.4 No exercise or failure to exercise or delay in exercising any right, power or remedy vested in any Party under or pursuant to this MOU shall constitute a waiver by the Party of that or any other right, power or remedy.
任何一方行使、不行使或延迟行使本备忘录所赋予的任何权利、权力或解决方案都不构成该方对该权利或任何其他权利、权力或解决方案的放弃。

13.5 Nothing shall diminish the full autonomy of either Party, nor will any constraints or financial obligations be imposed by either Party upon the other in carrying out this MOU.
任何事情都不会削弱任何一方的充分自主权，任何一方在执行本谅解备忘录时也不会对另一方施加任何限制或财政义务。

13.6 This MOU is personal to the Parties and shall not be assigned or otherwise transferred in whole or in part by either Party without the prior written consent of the other Party.
本谅解备忘录属于双方个人，未经另一方事先书面同意，任何一方不得转让或以其他方式全部或部分转让。

13.7 Any modification, variation or amendment of this MOU shall not be effective unless made in writing, agreed and duly executed by the authorized representatives of the Parties.
本谅解备忘录的任何修改、变更或修正，除非以书面形式作出，经双方授权代表同意并正式执行，否则不具效力。

13.8 In the event that any public announcement or disclosure of the contents of this MOU shall become necessary, the Parties shall agree upon the terms and the format of any such disclosure or announcement prior to the announcement or disclosure being made.
如果有必要公开宣布或披露本谅解备忘录的内容，双方应在宣布或披露之前商定任何此类披露或公告的条款和格式。

13.9 Nothing contained in this MOU shall be construed as binding the Parties to any form of exclusivity and both Parties shall be entitled to conduct business independent of each other where market requirements so dictate, unless otherwise agreed by the Parties in writing in a subsequent formal agreement.
本谅解备忘录中的任何内容都不应被解释为对双方具有任何形式的排他性，双方都有权在市场要求的情况下独立开展业务，除非双方在随后的正式协议中另有书面约定。

13.10 This MOU shall be governed and construed in accordance with both Parties's law of countries.
本谅解备忘录应受双方所在国家的法律管辖和解释。

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IN WITNESS WHEREOF the Parties have hereto set their hands and seal the day and year first above written.
双方于上述日期和年份在此签字并盖章，以昭信守。

Signed for and on behalf of)
UNIVERSITI TENAGA NASIONAL)
SDN. BHD.)

……..……..

Professor Ir. Dr. Noor Azuan Abu Osman
Vice Chancellor

In the presence of :

…….

Assoc. Prof. Dr. Mohd. Ezanee Rusli
Chief Operating Officer

Signed for and on behalf of Heilongjiang Institute of Technology)
UNIVERSITY/INSTITUTIONS) ……

[redacted]

In the presence of:

…….

[redacted]

关于黑龙江工程学院与马来西亚国能大学大学
交换生项目方案

根据我校与马来西亚国家能源大学签订的谅解备忘录，我校与马来西亚国家能源大学交换生项目方案如下：

项目时间：13 周 秋季学期：9 月份入学

项目人数：名额不限

国能大学可选专业：

电气与电子工程	Electrical and Electronics Engineering
电力工程	Electrical Power Engineering
机械工程	Mechanical Engineering
土木工程	Department of Civil Engineering
计算机科学（系统与网络）	Computer Science (Systems and Networking)
计算机科学（软件工程）	Computer Science (Software Engineering)
计算机科学（网络安全）	Computer Science(Cyber Security)
信息技术（信息系统）	Information Technology (Information Systems)
信息技术（视觉媒体）	Information Technology (Visual Media)
信息技术（图形与多媒体）	Information Technology (Graphics&Multimedia)
经济学（能源）	Economics(Energy)
商业经济学	Business Economics

申报条件：

1 爱国爱校，品学兼优，有赴马意向的本科大二及以上在校学生。

2 面向相关专业学生，所学专业与课程相匹配，具有扎实专业知识的学生。

3 身体健康，能圆满完成出国访问与学习任务（**乙肝患者、乙肝携带者或患有其他传染性疾病的学生均不能申请**）

注：满足以上所列所有要求者方可报名。有不及格成绩、违纪受过处分者不予报名。

选拔方式：

由学生向学院提交申请，学生所在院系审核，会同教务学工等部门进行排序，最终确定交换生名单。

申报流程：

符合报名条件且有意参加的学生需在 2023 年 6 月 30 日前，将以下材料的纸质版报送至国际交流合作处。

1.填写《黑龙江工程学院学生出国（境）交换生申请表》（附件 1）

2.个人学习计划书

相关费用（CNY）：

1 申请时需缴纳费用

申请费	1780 元
学生单次入境签证办理费	1580 元
贴签费	500 元
接机，协助办理住宿、注册	560 元

总计	4420 元

2 注册费：约 9500 元

3 住宿：约 800 元/月

4 机票及在马来西亚的生活游历费用

国能大学简介：

马来西亚国家能源大学（Universiti Tenaga Nasional），简称“国能大学”（UNITEN），隶属马来西亚国家能源公司，是马来西亚顶尖的高等学府之一。

UNITEN 是一所世界理工科名校，独特的机构，主要提供以工程，电脑与资讯科技和工商管理三大领域为主，商业、会计、金融、能源管理及相关领域的学术课程。其独特之处在于：校园内既设有学习课程，又提供工程技术技巧训练。可获得 ACCA 国际认证及华盛顿协议框架下各级学位。

UNITEN 是学术界的佼佼者，在 SETARA 评分中获得了第五级，在马来西亚排名第七，在 2023 年 QS 世界排名为第 701-750 位，工程与资讯科技专业 QS 全球排名 255，工程与技术类排名 501-520，电气工程专业排名 351-400。