

**TRIPARTITE MEMORANDUM OF UNDERSTANDING
BETWEEN
MONASH UNIVERSITY (ON BEHALF OF THE AUSTRALIA-INDONESIA CENTRE),
AND
ENGLISH LANGUAGE AND LITERATURE PROGRAM,
DEPARTMENT OF ENGLISH,
FACULTY OF LETTERS, UNIVERSITAS NEGERI MALANG,
AND
COMMUNICATION SCIENCE PROGRAM,
DEPARTMENT OF COMMUNICATION,
FACULTY OF SOCIAL AND POLITICAL SCIENCES, UNIVERSITAS BRAWIJAYA,**

This Memorandum of Understanding (“**MOU**”) is effective as of the date of signing by the appropriate officer of the last party to sign (“**Effective Date**”) and by and among:

1. **Monash University on behalf of the Australia-Indonesia Centre (AIC)**, a bilateral collaborative research initiative established by both governments, leading universities, and industry, having its address at Monash University Wellington Road, Clayton, Victoria 3800, Australia, which in this matter is represented by Eugene Sebastian in his capacity as the Director of AIC and **Dr. Jemma Purdey** in her capacity as Festival Director and **AIC ReelOzInd! Fellow**. (hereinafter referred to as “**Party I**”);
2. **English Language and Literature Program, Department of English, as part of Universitas Negeri Malang (UM)**, a public university established under the laws of the Republic of Indonesia and having its address at Jl. Semarang No.5, Malang 65145, Indonesia, which in this matter is represented by Dr. Suharyadi on his capacity as Head of Department of English and **Dr. Anik Nunuk Wulyani** in her capacity as Programme Coordinator (hereinafter referred to as “**Party II**”); and
2. **Communication Science Program, Department of Communication Science, as part of Universitas Brawijaya (UB)**, a public university established under the laws of the Republic of Indonesia and having its address at Jl Veteran, Malang 65145, which in this matter is represented by Professor Rachmat Kriyantono on his capacity as Head of Department of Communication Science and **Diyah Ayu Amalia Avina, M.Si** in her capacity as Programme Director of Communication Science (hereinafter referred to as “**Party III**”); and

AIC, UM, and UB hereinafter shall be respectively referred to as “**Party**”, and jointly as the “**Parties**”.

Based on the matters mentioned above, the Parties have consented to this MOU with the following terms and conditions:

ARTICLE 1 - SCOPE OF AGREEMENT

Party I, Party II, and Party III, henceforth mutually understand that the intention of this MOU is to set out the collaborative intention of the parties pertaining to the organization of ReelOzInd! Film Festival screening event. ReelOzInd! is an Australian and Indonesian collaborative Short Film Competition and Festival which seeks to raise awareness and improve understanding between the peoples of both countries (“**ReelOzInd!**”).

ARTICLE 2: AIM OF COLLABORATION

To implement this MOU and the organisation of ReelOzInd!, the aim of the parties is to:

- (a) organize and promote the festival screening event;
- (b) facilitate discussions in the areas of film, cultural, and communication studies;
- (c) provide cultural exchange between Indonesia and Australia
- (d) encourage any other activities that the Party agree to achieve mutual benefit.

ARTICLE 3 – IMPLEMENTATION

To implement this MOU, the following is mutually understood:

- (a) Proposals for collaborative work under this MOU will be submitted for approval through the normal procedures of each party.
- (b) Individual collaborative activities developed under this MOU will be the subject of separate agreements in writing.
- (c) The final approval of any activity will depend on the availability of the guaranteed support funds.
- (d) Each party is liable for its own acts and omissions under this MOU including for the prevention of doubt, any liability to a third party arising from its acts or omissions.

ARTICLE 4 – COMMENCEMENT, RENEWAL, TERMINATION AND AMENDMENT

- (a) This MOU is effective for 3 (three) years from the Effective Date with the understanding that it may be terminated earlier by any party giving at least six (6) months' notice to the other parties in writing.
- (b) This MOU may be amended or extended by mutual consent in writing of all of the parties.
- (c) If this MOU were translated into another language, both texts would be authentic but the English text would prevail in the event of a dispute.

ARTICLE 5 – FUNDING AND FEES

Party I, Party II, and Party III have agreed that each party shall bear its own costs and expenses.

ARTICLE 6 – NON-BINDING

This MOU is not intended by the parties to be legally binding and nothing in this MOU prevents any party from entering into collaborative arrangements with other organisations covering the same subject matter.

ARTICLE 7 - CONFIDENTIAL INFORMATION

All Parties, before, during, and after the duration of the Agreement, shall maintain the confidentiality of this Agreement and Confidential Information; no Party shall utilise or divulge any Confidential Information to anyone in any form, whether for the benefit of themselves or others, without prior written consent from the Party pertaining to the Confidential Information, unless deemed necessary within reason to conduct activities of Research Partnership and Content Localisation hereunder.

ARTICLE 8 – NOTICES

Every notice, request or any other communication required or permitted to be given pursuant to this Agreement shall be in writing, in English and delivered personally or sent by registered or certified air mail or by courier or fax (which shall be acknowledged by the other Party) to the Parties at the addresses as stated below.

ARTICLE 9 – ELECTRONIC SIGNING AND COUNTERPARTS

- (a) Each Party agrees that this MOU may be executed by electronic signature (regardless of the form of electronic signature utilised) and that this method of signature is conclusive of the parties' intention to enter into this MOU as if physical signing had occurred.
- (b) This MOU may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the agreement of each party who has executed and delivered that counterpart. Each party may communicate its execution of this MOU by successfully transmitting an executed copy of the MOU by an electronic method to each party.

IN WITNESS THEREOF, all Parties have caused this MOU to be executed by their duly authorized representatives

**MONASH UNIVERSITY (on
behalf of the AIC)**


Prof Susan Elliott AM
Provost and Senior Vice President
Monash University

Date 1 March 2023

**UNIVERSITAS NEGERI
MALANG**


Prof Utami Widiati
Dean of Faculty of Letters
Universitas Negeri Malang

Date 17 October 2022

UNIVERSITAS BRAWIJAYA


Prof Dr Abdul Hakim, MSi
Acting Dean of Faculty of Social
and Political Sciences Universitas
Brawijaya

Date 10 November 2022

ATTACHMENT: CONTACT ADDRESSES

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