

Memorandum of Understanding

Establishment of International Partnership

Western Sydney University, Australia

and

Universitas Negeri Malang, Indonesia



Memorandum of Understanding

Details

Date

Parties

Name Western Sydney University (ABN 53 014 068 881)
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Short-form name WSU
Address Locked Bag 1797 Penrith NSW 2751 Australia
Contact: Professor Amir Mahmood
Pro Vice-Chancellor & Provost, Western Sydney University, Indonesia
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Name Universitas Negeri Malang
Short-form name UM
Address Jalan Semarang 5 Malang (65145) East Java, Indonesia
Contact: Evi Eliyanah, Director Office of International Affairs
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Preamble

- A This Memorandum of Understanding establishes a framework for a cooperative and productive relationship between the parties.
- B It is intended that the parties will work together to explore the feasibility of collaborative activities, including:
- (i) collaborative research projects;
 - (ii) joint activities such as conferences, seminars, symposia and lectures;
 - (iii) joint publications and other scholarly activities;
 - (iv) joint academic programs and joint curricula;
 - (v) opportunities for academic staff and student mobility; and
 - (vi) other collaborative activities mutually agreed in writing.

Operational details

1. Status of this document

1.1 Non-binding

Except for clauses 2.2, 2.3, 4.1 and 5, this Memorandum does not create any legally binding relationship between the parties, or confer any legal rights or impose any legal obligations on either of them.

1.2 Separate agreements

If the parties (either alone or with other persons) ultimately agree to undertake a particular project or initiative, then the terms and conditions of that project or initiative will be the subject of a formal agreement or other instrument between the parties (and, if applicable, including any third parties) as negotiated by the parties.

2. Term and early termination

2.1 Commencement and expiry

This Memorandum commences on 15 September 2024 and ends on 14 September 2029.

2.2 Termination for convenience

Either party can decide, at any time during the above term, to terminate this Memorandum for convenience by notifying the other party in writing to that effect at least six (6) months in advance.

2.3 Termination or other requirements of foreign governments

- (a) This Memorandum may also be amended or terminated with immediate effect by either party (“**affected party**”) if the government of that affected party issues a direction for this Memorandum to be amended or terminated. If this occurs:
 - (i) the affected party will notify the other party specifying, as the case may be, details of the required changes to this Memorandum or termination (including the termination date); and
 - (ii) the parties will work together in good faith to put in place suitable measures to ensure the requirements of the government of the affected party are complied with.
- (b) Any specific projects or initiatives entered into between the parties and affected under subclause (a) will be dealt with according to the terms of the agreements entered into in respect of those projects of initiatives and, to that end, the parties agree to work together in good faith.

3. Principles and implementation

3.1 Principles

The following principles underpin what the parties seek to achieve in entering into this Memorandum:

- (a) strengthened lines of communication, including improving mechanisms to facilitate exchanges of ideas and information of mutual interest to the parties;
- (b) identifying and promoting potential opportunities for collaborative effort between the parties (including with the involvement of third parties); and
- (c) a commitment to evidence-based, best practice projects, programs or other initiatives.

3.2 Steering group

- (a) Soon after signing this Memorandum, the parties will establish a steering group which will operate according to terms of reference to be agreed between the parties, applying the following principles:
 - (i) each party will be entitled to appoint an equal number of representatives;
 - (ii) the steering group will elect a chair for a specified term, which shall rotate between the parties;
 - (iii) the parties are to appoint representatives who are key stakeholders and will be in a position to contribute to and implement any strategic directions agreed between the parties;
 - (iv) the steering group may establish sub-groups and working parties to identify, develop or plan any specific projects or initiatives;
- (b) A more detailed constitution and set of meeting procedures will be developed jointly agreed in writing between the parties when the steering group is implemented.

4. Disclosure and confidentiality

4.1 Disclosure of foreign arrangements

- (a) The parties acknowledge that WSU may be required to disclose this Memorandum and any arrangements or transactions contemplated by this Memorandum (including any non-disclosure agreements entered into between the parties) (“**arrangements**”) to the Commonwealth Government of Australia pursuant to the requirements of the *Australia’s Foreign Relations (State and Territory Arrangements) Act 2020* (Cth) (“**AFR Act**”).
- (b) The parties agree that any arrangements required to be disclosed by WSU under the AFR Act will not constitute a breach of confidentiality under any such arrangement.

4.2 Sharing or exchange of information

- (a) The parties acknowledge that it may be necessary for them to share or exchange confidential information in order to explore the feasibility of particular projects or initiatives.
- (b) If this occurs, the parties will enter into non-disclosure agreements to protect the confidentiality and integrity of that information, but subject to any requirements of disclosure contemplated under clause 4.

5. Media and publicity

5.1 Arrangements

Any public or announcements or statements (including to the media) about any of the matters dealt with in this Memorandum will first be agreed between the parties before their release or publication.

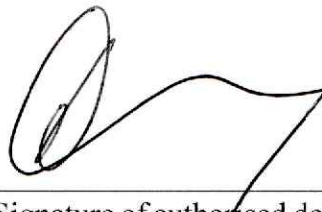
6. Force Majeure

- (a) In the event of force majeure, including natural disasters, fires, security disturbances and other matters that result in the parties being unable to carry out the principles as referred to in article 3, the losses suffered by the parties shall be borne by the parties and the parties shall be released from claims for the implementation of this Memorandum of Understanding including claims for losses arising from this force majeure.
- (b) The circumstances as referred to in paragraph (1) must have a direct causal relationship with the losses suffered by the PARTIES and be proven by a Certificate from an Authorized Official no later than 30 (thirty) working days from the occurrence of the event as referred to in paragraph (1).

Signature Page

SIGNED for and on behalf of **WESTERN SYDNEY UNIVERSITY ABN 53 014 069 881** by its authorised delegate:

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Signature of authorised delegate

Professor Deborah Sweeney

Name of authorised delegate

Senior Deputy Vice- Chancellor and Vice President (Research, Enterprise & Global)

Position of authorised delegate

SIGNED for and on behalf of **UNIVERSITAS NEGERI MALANG, INDONESIA** by its authorised delegate:

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Signature of authorised delegate

Professor Hariyono

Name of authorised delegate

Rector

Position of authorised delegate