



UTHM

Universiti Tun Hussein Onn Malaysia



MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITI TUN HUSSEIN ONN MALAYSIA

AND

UNIVERSITAS NEGERI MALANG

**ON ACADEMIC, RESEARCH AND DEVELOPMENT
COLLABORATION**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MoU") is made and entered into... *as of*... this day of *10 October* 2017

BETWEEN

UNIVERSITI TUN HUSSEIN ONN MALAYSIA (hereinafter referred to as "**UTHM**"), a public university established under the Universities and University Colleges Act 1971 whose address is at 86400 Parit Raja, Batu Pahat, Johor Darul Ta'zim, Malaysia and shall include its lawful representatives and permitted assigns;

AND

UNIVERSITAS NEGERI MALANG (hereinafter referred to as "**UM**"), an institution of higher learning whose address is at Jl, Semarang 5, Kota Malang, Jawa Timur, 65145 Indonesia and shall include its lawful representatives and permitted assigns;

UTHM and **UM** shall hereinafter referred to singularly as "**the Party**" and collectively as "**the Parties**" as the case may be.

WHEREAS

- A. **UTHM** is an established University which strives to enhance and strengthen its internationalization linkage and has taken various initiatives to complement its educational excellence. **UTHM** has entered into various collaborative arrangements with other parties to enhance its academic and research activities.
- B. **UM** ranked 6th as the best university in Indonesia by Webometrics Ranking of World Universities in 2010, but sank to 16th in 2015. However, also in 2015, **UM** was accredited as an A-class university by the National Accreditation Board of Higher Education (BAN-PT). **UM** has always managed to forge strong alliances and mutually rewarding cooperation with her partners from Indonesia and overseas to enhance its academic, research and community service activities.

- C. The Parties are desirous of entering into this MoU to declare their respective intentions and to establish a basis of co-operation and collaboration between the Parties upon the terms as contained herein.

HAVE REACHED AN UNDERSTANDING as follows:

ARTICLE I

OBJECTIVE

The Parties, subject to the terms of this MoU and the laws, rules, regulations and national policies from time to time in force in each Party's country, will endeavour to strengthen, promote and develop research, technical co-operation and community services between the Parties on the basis of equality and mutual benefit.

ARTICLE II

AREAS OF CO-OPERATION

1. Each Party will, subject to the laws, rules, regulations and national policies from to time to time in force, governing the subject matter in their respective countries, endeavour to take necessary steps to encourage and promote co-operation in the following areas:
 - (a) to encourage visits by faculty members from one University to the other for the purpose of engaging in any programme that will be of mutual benefit. Such programmes may involve teaching, research or study visit, supervision and postgraduate students and academic development;
 - (b) to facilitate the admission of qualified students from one University to the other for the purpose of enrolling in graduate programmes, and in the case on advanced graduate students, participating in research for duration to be mutually agreed;

- (c) to foster the exchange of academic publications, research and scholarly information;
 - (d) to promote other academic activities, which enhance the above mentioned goals; and
 - (e) any other areas of co-operation to be mutually agreed upon between the Parties.
2. In order to carry out and fulfill the aims of this MoU, each party will designate an appropriate person (or office) to co-ordinate the development and conduct joint activities. The designated person (or office) will be responsible for the evaluation of activities under this MoU according to the practices of their respective Universities
 3. For the purpose of implementing the co-operation in respect of any areas stated in paragraph 1, this MoU will be superseded by a legally binding agreement subject to terms and conditions as mutually agreed upon by the Parties including clauses on “confidentiality”, “suspension”, “protection of intellectual property rights” and “settlement of dispute” as contained in **Annexure A** of this MoU.

ARTICLE III

FINANCIAL ARRANGEMENTS

1. This MoU will not give rise to any financial obligation by one Party to other.
2. The Parties agree that all expenses, international and domestic travel, per diem, honorarium and all other costs, shall be determined on a case-to-case basis.

ARTICLE IV

EFFECT OF MEMORANDUM OF UNDERSTANDING

This MoU serves only as a record of the Parties' intentions and does not constitute or create, and is not intended to constitute or create obligations under domestic or international law and will not give rise to any legal process and will not be deemed to constitute or create any legally binding or enforceable obligations, express or implied.

ARTICLE V

NO AGENCY

Nothing contained herein is to be construed so as to constitute a joint venture partnership or formal business organization of any kind between the Parties or so to constitute either Party as the agent of the other.

ARTICLE VI

ENTRY INTO EFFECT, DURATION AND TERMINATION

1. This MoU will come into effect on the date of signing and will remain in effect for a period of **THREE (3) YEARS** or until terminated by either party with **TWELVE (12) MONTHS** written notice.
2. The termination of the MoU shall not affect the implementation of ongoing activities/programmes.
3. This MoU may be extended for a further period as may be agreed in writing by the Parties.

ARTICLE VII

VARIATION

The terms stipulated in this MoU shall not be amended, altered, changed or otherwise modified without the mutual consent of the Parties and such amendments, alterations, changes and modifications shall be made in writing and signed by the Parties hereto.

ARTICLE VIII

NOTICES

Any communication under this MoU will be in writing in the English Language and delivered by registered mail to the address or sent to the electronic mail address or facsimile number of +607-453 6585 for **UTHM** or +62 341 551312 for **UM** as the case may be, shown below or to such other address or electronic mail address or facsimile number as either Party may have notified the sender and shall, unless otherwise provided herein, be deemed to be duly given or made when delivered to the recipient at such address or electronic mail address or facsimile number which is duly acknowledged:

To: Dean
Faculty of Technical & Vocational Education
Universiti Tun Hussein Onn Malaysia
Parit Raja, 86400 Batu Pahat
Johor
Tel no. : +607- 453 3353
Fax no. : +607- 453 6585
Email address : ahmad@uthm.edu.my

To: Dean
Faculty of Engineering

**Universitas Negeri Malang
Kota Malang,
Jawa Timur 65145, Indonesia.**

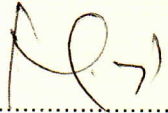
The foregoing record represents the understandings reached between the **UNIVERSITI TUN HUSSEIN ONN MALAYSIA** and the **UNIVERSITAS NEGERI MALANG** upon the matters referred to therein.

IN WITNESS WHEREOF, the undersigned, being duly authorised by their respective organisations, sign this MoU on the date as above written.

Signed by]
For and on behalf of]
Universiti Tun Hussein]
Onn Malaysia]


.....
Profesor Dr. Wahid bin Razzaly
Vice Chancellor

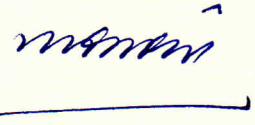
In the presence of


.....
Mr. Abdul Halim Abdul Rahman
Registrar

Signed by]
For and on behalf of]
Universitas Negeri Malang]


.....
Prof. Dr. AH. Rofi'uddin M.Pd
Rector

In the presence of


.....
Dr. Ahmad Dardiri, M.Pd
Vice Dean of Academic
Faculty of Engineering

ANNEXURE A

PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

1. The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations of the Parties and with other international agreements signed by both Parties.
2. The use of the name, logo and/or official emblem of any of the Parties on any publication, document and/or paper is prohibited without the prior written approval of either Party.
3. Notwithstanding anything in paragraph 1 above, the intellectual property rights in respect of any technological development, and any products and services development, carried out –
 - (i) jointly by the Parties or research results obtained through the joint activity effort of the Parties, shall be jointly owned by the Parties in accordance with the terms to be mutually agreed upon; and
 - (ii) Solely and separately by the Party or the research results obtained through the sole and separate effort of the Party, shall be solely owned by the Party concerned.

CONFIDENTIALITY

1. Each Party shall undertake to observe the confidentiality and secrecy of documents, information and other data received from or supplied to, the other Party during the period of the implementation of this Memorandum of Agreement or any other agreements made pursuant to this Memorandum of Agreement.

2. For purposes of paragraph 1 above, such documents, information and data include any document, information and data which is disclosed by a Party (the Disclosing party) to the other Party (the Receiving party) prior to, or after, the execution of this Memorandum of Agreement, involving technical, business, marketing, policy, know-how, planning, project management and other documents, information, data and/or solutions in any form, including but not limited to any document, information or data which is designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving party or if orally given, is given in the circumstances of confidence.
3. Both Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this Memorandum of Agreement.

SUSPENSION

Each Party reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this Memorandum of Agreement which suspension shall take effect immediately after notification has been given to the other Party through diplomatic channels.

SETTLEMENT OF DISPUTES

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this Memorandum of Agreement shall be settled amicably through mutual consultation and/or negotiations between the Parties through diplomatic channels, without reference to any third party or international tribunal.