



## MEMORANDUM OF UNDERSTANDING

No: 13 . 12 . 7 /UN32.7/KS/2021

**THIS MEMORANDUM OF UNDERSTANDING** is executed on the <sup>th</sup> day of December 2021

### BETWEEN

**THE UNIVERSITY OF MELBOURNE** [ABN 84 002 705 224] of Parkville Victoria 3010, a body politic and corporate established in 1853 and constituted under the *University of Melbourne Act 2009 (Vic)*

(the University of Melbourne)

### AND

**UNIVERSITAS NEGERI MALANG** (hereinafter referred to as UM), a state university established under Surat Putusan Menteri Pendidikan Pengadjaran Dan Kebudayaan Republik Indonesia No. 33756/KB dated 4 August 1954 located at Jalan Semarang No. 5 Malang 65146 East Java, Indonesia.

### RECITALS

- A.** The University of Melbourne and UM wish to explore the possibility of establishing a cooperative relationship, including the carrying out of Projects relevant to their respective capabilities.
- B.** While the University of Melbourne and UM acknowledge that this MOU is not intended to set out contractual terms governing the conduct of any Project, it is expected to result in:
- i. the sharing of relevant information on a confidential basis between the Parties with the aim of identifying needs and capabilities of both Parties;
  - ii. the establishment of a working relationship between the Parties which is targeted to the Parties' specific needs;
  - iii. the establishment of Projects which are of interest to both Parties; and
  - iv. determining the details of such Projects, the Project work plan, funding and the rights to Project outcomes.

1. **DEFINITIONS**

In this MOU, unless the context otherwise requires:

**'Confidential Information'** means and includes all unpatented inventions, ideas, know-how, concepts, trade secrets, processes, techniques, software, products and all other unregistered or unpatented intellectual property, financial and business information and all other commercially valuable information of the Disclosing Party which the Disclosing Party regards as confidential to it or which is evident by its nature or the manner of its disclosure to be confidential and all copies, notes and records and all related information generated by the Receiving Party based on or arising out of any such disclosure. Confidential Information excludes, or as the case requires, ceases to include information, which is, or becomes:

- (a) available to the public at the date of its disclosure to the Receiving Party;
- (b) at the date of its disclosure to the Receiving Party, already properly in the possession of the Receiving Party in written form otherwise than by prior confidential disclosure from the Disclosing Party;
- (c) after the date of its disclosure to the Receiving Party, available to the public from sources other than the Receiving Party;
- (d) after the date of its disclosure to the Receiving Party, properly available to the Receiving Party from a third party having no obligation of confidentiality to the Disclosing Party;
- (e) demonstrated by the Receiving Party to be independently developed by an employee or agent of the Receiving Party having no knowledge of such information which is the subject of the disclosure; or
- (f) required to be disclosed by law.

**'Collaboration Agreement'** means a specific Agreement between the Parties under which a Project is conducted.

**'Disclosing Party'** means the Party that is disclosing Confidential Information.

**'Field'** means the area of research or expertise described in Item 3 of the Schedule.

**'Intellectual Property'** means all rights resulting from intellectual activity whether capable of protection by statute, common law or in equity and including copyright, discoveries, inventions, patent rights, registered and unregistered trademarks, design rights, circuit layouts and plant varieties and all rights and interests of a like nature including but not limited to methods and techniques, together with any documentation relating to such rights and interests.

**'MOU'** means this Memorandum of Understanding together with any schedules or annexures and any amendments made in accordance with this Memorandum of Understanding.

**'Parties'** means the parties to this MOU and Party means either one of them.

**'Project'** means a program of research in the Field on which the Parties collaborate.

**'Receiving Party'** means the Party that is receiving Confidential Information.

**'Coordinator'** means the employee of a Party appointed by that Party to act as its representative in relation to this MOU and named at Item 4 of the Schedule.

**'Start Date'** means the date of this MOU.

**'Schedule'** means the schedule attached to this MOU.

**'Term'** means the term specified at Item 2 in the Schedule.

**2. SCOPE OF THE PROJECT**

- 2.1 The Parties will co-operate to:
- (a) identify Projects of interest to the Parties;
  - (b) facilitate the development of proposals for Projects between the Parties including exploring possibilities for grants and other forms of funding;
  - (c) determine the terms and conditions of the Collaboration Agreements including in respect of any Intellectual Property used or generated by the Parties during the Project; and
  - (d) establish those Projects.
- 2.2 Subject to the terms of any Collaboration Agreement entered into, each Party will have the right, in any field related to the Project, including the Field, or otherwise, to:
- (a) conduct business or research independently, whether or not with third parties;
  - (b) continue existing commitments, or make new ones; and
  - (c) exploit or otherwise take advantage of its Intellectual Property.

**3. COLLABORATION AGREEMENT**

- 3.1 The Parties confirm their intention to negotiate and settle the terms of a Collaboration Agreement in respect of which each Project will take place.
- 3.2 Each Collaboration Agreement will include provisions dealing with, amongst other things:
- (a) details of a Project plan which will include information pertaining to technical objectives, statement of work, deliverables, schedule, resource requirements and costs;
  - (b) the funding arrangements for the Project;
  - (c) the provision for the Parties to hold periodic Project review meetings to assess the management and the progress of the Project and the status of any expenditure;
  - (d) provisions dealing with Intellectual Property, including ownership and exploitation; and
  - (e) relevant commercial arrangements between the University of Melbourne and the UM
- 3.3 The Parties acknowledge that for any agreement to be binding on them, it must be in writing and signed by a duly authorised representative from each Party.

**4. COORDINATOR**

- 4.1 Each Party may appoint a Coordinator for the Term. A Party may replace its Coordinator during the Term by notice in writing to the other Party.
- 4.2 The Coordinator of a Party will be responsible for:
- (a) managing, overseeing or co-ordinating that Party's relationship with the other Party;
  - (b) identifying any commercial issues that arise between the Parties and referring those issues to the appropriate person within the Coordinator's organisation;
  - (c) discussing issues arising out of this MOU or a Collaboration Agreement with the Coordinator of the other Party; and
  - (d) co-ordinating the exchange of information between the Parties.

**5. CONFIDENTIALITY**

- 5.1 The Parties may exchange Confidential Information relevant to proposed Projects.
- 5.2 Each Party undertakes to treat as confidential all Confidential Information obtained from the other Party and undertakes not to divulge any Confidential Information to any person without first obtaining the consent of the other Party in writing.
- 5.3 Each Party will take such reasonable steps to provide for the safe custody of any and all Confidential Information in its possession and to prevent unauthorised access thereto or use thereof.
- 5.4 At any time upon the written request of a Party, the other Party must return any documents which embody Confidential Information and must not keep any copies in any form.

**6. INTELLECTUAL PROPERTY**

- 6.1. Each party shall respect the intellectual property rights of its counterpart related to the intellectual property used or developed within the frame of this MOU.
- 6.2. Each party retains ownership of all intellectual property developed or owned or controlled by it prior to or independently of this MOU.
- 6.3. The intellectual property rights regarding a common work shall be agreed by both parties prior to execution of the relevant Project Collaboration Agreement.
- 6.4 Each party shall not use the name or trademark of its counterpart without consent.

**7. TERMINATION AND AMENDMENT**

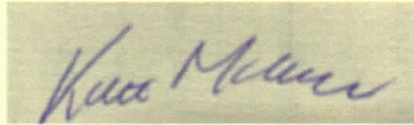
- 7.1 Subject to amendment or earlier termination in accordance with this clause, this MOU will continue for the Term.
- 7.2 This MOU may be terminated by mutual consent of the Parties.
- 7.3 Either Party may terminate this MOU upon one (1) month's written notice to the other.
- 7.4 A Collaboration Agreement made pursuant to clause 3 of this MOU will survive termination or expiration of this MOU.
- 7.5 This MOU may only be amended by agreement in writing between the Parties but not otherwise.

**8. GENERAL**

- 8.1 **Not binding.** With the exception of clause 5 and clause 6, this MOU is not binding and the Parties do not intend that it or any part of it be binding. It serves only as a record of the Parties' separate intentions pending possible execution of a Collaboration Agreement as contemplated by clause 3.
- 8.2 **No representation.** Nothing in this MOU will oblige a Party to or will constitute a representation by either Party that it will enter into a Collaboration Agreement with the other Party or will conduct any Project.
- 8.3 **Dispute resolution.** The Parties shall endeavor to settle by direct negotiation through amicable means any disagreements between them in respect of this MOU, failing which all disputes arising out of or in connection with this MOU shall be finally settled under UNCITRAL Arbitration Rules by one or more arbitrators appointed in accordance with the said Rules.
- 8.4 **Counterparts.** This MOU may be executed in counterparts.

EXECUTED BY THE PARTIES

SIGNED for and on behalf of THE )  
UNIVERSITY OF MELBOURNE )  
in the presence of: )



Signature of Witness

KATHARINE MCGREGOR

Name of Witness

(block letters)



Signature of authorised person

Head of School  
School of Historical & Philosophical  
Studies

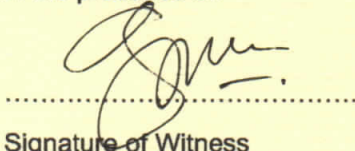
Office held

MARGARET CAMERON

Name of authorised person

(block letters)

SIGNED for and on behalf of )  
UNIVERSITAS NEGERI MALANG )  
in the presence of: )



Signature of Witness

GRACE TJANDRA LEKSANA

Name of Witness

(block letters)



Signature of authorised person

Dean, Faculty of Social Sciences

Office held

Prof. SUMARMI

Name of authorised person

(block letters)

**SCHEDULE**

**ITEM 1: THE PARTIES**

**The University of Melbourne** **Legal Name:** The University of Melbourne  
**Address:** Attention: Deputy Vice-Chancellor (Research)  
The University of Melbourne  
Parkville VIC 3010  
**Fax No** +61 3 9347 9326  
**ABN:** 84 002 705 224

**The UM** **Legal Name:** Universitas Negeri Malang (UM)  
**Address:** Attention: Director, Office of International Affairs  
Jl. Semarang 5 Malang, 65145  
Malang  
Indonesia  
**Phone No:** +62 341 584759/ +62 821-3413-4620  
**ABN:** n/a (international organisation)

**ITEM 2: TERM**

This MOU will remain in effect for a period of 3 years commencing on and from the Start Date, and may be renewed by signing an addendum between the parties

**ITEM 3: FIELD**

This MoU aims to facilitate new collaborative work between researchers: Katherine McGregor and Ana Dragojlovic from the University of Melbourne; Grace Tjandra Leksana from Universitas Negeri Malang.

Specific aims include the development of:

- Collaborative research and publication activities
- Collaborative work on research outreach and dissemination
- Involving students and alumni in collaborative research activities
- Engaging Faculty members from both institutions in intellectual exchange around shared areas of research

**ITEM 4: DETAILS OF COORDINATOR**

(a) The University of Melbourne

Name: Russell Goulbourne  
Position: Dean, Faculty of Arts, University of Melbourne  
Address: Grattan Street, Carlton  
Phone: +61 3 8344 5242  
Fax: -  
Email: russell.goulbourne@unimelb.edu.au

(b) The UM

Name: Dr. Evi Eliyanah  
Position: Director, Office of International Affairs  
Address: Graha Rektorat 3<sup>rd</sup> floor, Universitas Negeri Malang (UM), Jl. Semarang No.5 Malang, East Java, Indonesia 65145  
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