



MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITI TUN HUSSEIN ONN MALAYSIA

AND

**UNIVERSITAS SEMBILANBELAS NOVEMBER
KOLAKA, INDONESIA**

**ON ACADEMIC, RESEARCH AND DEVELOPMENT
COLLABORATION**

This Memorandum of Understanding (hereinafter referred to as “**MoU**”) is made on this day of 2019.

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 and shall include its lawful representatives and permitted assigns;

AND

UNIVERSITAS SEMBILANBELAS NOVEMBER KOLAKA, INDONESIA (hereinafter referred to as “**USN**”), an institution of higher learning whose address is at Jl. Pemuda No.339 Kolaka, Southeast Sulawesi, Indonesia93157 and shall include its lawful representatives and permitted assigns;

(**UTHM** and **USN** shall wherever appropriate be referred to collectively as the “Parties” and individually as the “Party”)

WHEREAS

- A. **UTHM** is an established University that 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. **USN** is an established University which dedicates to excellence in undergraduate and postgraduate education and to creating long term

international partnerships in a manner consistent with its stated strategic goals.

- 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 endeavor to strengthen, promote and develop academic, research and development collaboration between the Parties based on equality and mutual benefit.

ARTICLE II

AREAS OF CO-OPERATION

1. Each Party will, subject to the laws, rules, regulations and national policies from 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) the exchange of academic and administrative staff;

- (b) the exchange of students;
 - (c) joint research on scientific and technological subjects;
 - (d) joint scientific and technological meetings, symposiums and lectures;
 - (e) the exchange of academic findings, publications, and other academic and educational information as appropriate; and
 - (f) any other areas of co-operation to be mutually agreed upon by the Parties.
2. 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. Each Party will bear its own cost and expenses with this MoU.

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 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 AND DURATION

1. This MoU will come into effect on the date of signing and will remain in effect for **FIVE (5)** years or until terminated by either Party with one (1) year 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

REVISION

The Parties must confer with each other should they wish to revise this MoU before the end of the period of this MoU.

ARTICLE VIII

LANGUAGE AND NOTICES

The text of this MoU is established in the English language. 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 6588 for Universiti Tun Hussein Onn, Malaysia** or electronic mail address of **rektorat@usn.ac.id for Universitas Sembilanbelas November Kolaka, Indonesia** 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 UTHM:

**Prof. Madya Ir. Ts. Dr. Mohd Irwan
Bin Juki
Dean, Faculty of Civil and
Environmental Engineering,
Universiti Tun Hussein Onn Malaysia
86400, Parit Raja, Batu Pahat,
Johor Malaysia
Tel no: +6074564201
Fax no: +607453 6588
Email: irwan@uthm.edu.my**

To USN:

**Fachryono, ST., MT.
Dean, Faculty of Science and
Technology**

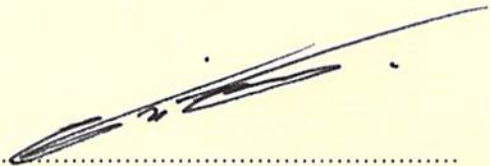
Universitas Sembilanbelas November
Kolaka
Jl. Pemuda No. 339 Kolaka,
Indonesia 93157
Tel no: +624 052 325 118
Email: fachryano1911@gmail.com

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

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

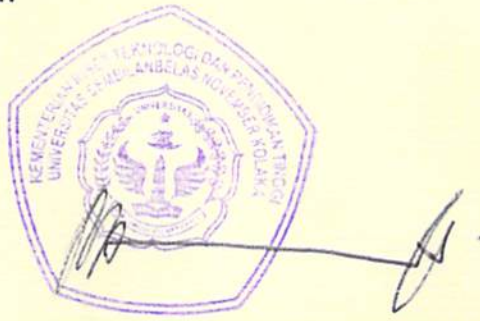
Signed by]
For and on behalf of]
Universiti Tun Hussein]
Onn Malaysia]


.....
Professor Datuk Ts. Dr. Wahid bin Razzaly
Vice-Chancellor



..... presence of
Mr. Abdul Halim bin Abdul Rahman
Registrar

Signed by]
For and on behalf of]
Universitas Sembilanbelas]
November Kolaka]


.....
Dr. Azhari S. STP., M. Si.
Rector

In the presence of

|||
.....
Roslina, S. S., M. Hum.

ANNEXURE A

[which shall be read and construed as the important part of this Memorandum of Understanding]

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 the 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 owned by the Parties under 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 according 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.