

MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITI PENDIDIKAN SULTAN IDRIS, MALAYSIA

AND

UNIVERSITAS NEGERI SEMARANG, INDONESIA

**(ON INTERNATIONAL COLLABORATION BETWEEN ACADEMIC
INSTITUTIONS)**

THE UNIVERSITI PENDIDIKAN SULTAN IDRIS (hereinafter referred to as "UPSI"), an institution of higher learning established under the Universities and University Colleges Act 1971 whose address is at 35900 Tanjung Malim, Perak, Malaysia and shall include its lawful representatives and permitted assigns; **AND UNIVERSITAS NEGERI SEMARANG, INDONESIA** (hereinafter referred to as "UNNES"), a public university established under the law of the Republic of Indonesia whose address is at Sekaran, Gunung Pati, Semarang City, Central Java 50229, Indonesia and shall include its lawful representatives and permitted assigns; (hereinafter referred to singularly as "the Party" and collectively as "the Parties"),

WHEREAS:-

A. **UPSI** is an established public university in Malaysia which strives to enhance and strengthen its academic and research activities and has taken various initiatives to complement its educational excellence. **UPSI** has entered into various collaborative arrangements with other parties to enhance its educational and research capabilities as well as to enhance its reputation.

B. **UNNES** is an established ^{public}~~private~~ university in Central Java, Indonesia which provides academic and professional education in the fields of, among others, social and political sciences, teacher training and education, economic and business, English studies, sports science, information technology and agriculture.

C. The Parties are desirous of entering into this Memorandum of Understanding to express 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 Memorandum of Understanding 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 cooperation in the fields of education and academic research 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 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) exchange of students through short-term and long-term mobility programmes between the two institutions;
- (b) exchange of faculty, research staff and administrative personnel;
- (c) participation in international collaborative projects;
- (d) provision of language and cultural support services;
- (e) development and implementation of dual degree programmes between the two universities;
- (f) collaboration in curriculum design and benchmarking academic programs
- (g) joint Supervision of Master's and PhD students;
- (h) joint research initiatives including matching grants, workshops, conferences and co-publications; and
- (i) 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 the Parties will enter into a legally binding agreement which is separate from this Memorandum of Understanding subject to terms and conditions that will be mutually agreed by the Parties including clauses on "confidentiality", "suspension", "protection of intellectual property rights" and "settlement of dispute" as contained in Annexure A2 of this Memorandum of Understanding.

ARTICLE III
FINANCIAL ARRANGEMENTS

1. This Memorandum of Understanding will not give rise to any financial obligation by one Party to other.
2. Each Party will bear its own cost and expenses in relation to this Memorandum of Understanding.

ARTICLE IV
EFFECT OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding 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 organisation 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 Memorandum of Understanding will come into effect on the date of signing and will remain in effect for a period of five (5) years.
2. This Memorandum of Understanding may be extended for a further period as may be agreed in writing by the Parties.

The foregoing record represents the understandings reached between **UNIVERSITI PENDIDIKAN SULTAN IDRIS, MALAYSIA** and **UNIVERSITAS NEGERI SEMARANG, INDONESIA** upon the matters referred to therein.

Signed in duplicate atMPSI..... on this14.... day ofJAN..... in the year 2020... in two...(2...) original texts,(.....) each in the English and..... languages, all texts being equally authentic. In the event of any divergence of interpretation between any of the texts, the English text shall prevail.

<p>FOR UNIVERSITI PENDIDIKAN SULTAN IDRIS</p>  <p>.....</p> <p>PROFESSOR DATO' DR. MD AMIN BIN MD TAFF</p> <p>Vice Chancellor</p> <p><small>PROFESOR DATO' DR. MD AMIN BIN MD TAFF Vice Chancellor Sultan Idris Education University</small></p>	<p>FOR UNIVERSITAS NEGERI SEMARANG</p>  <p>.....</p> <p>PROFESSOR DR. S MARTONO, M.SI</p> <p>Rector</p>
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ARTICLE VII
NOTICES

Any communication under this Memorandum of Understanding 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 **UNIVERSITI PENDIDIKAN SULTAN IDRIS, MALAYSIA** or **UNIVERSITAS NEGERI SEMARANG, 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 UPSI :	The Vice Chancellor UNIVERSITI PENDIDIKAN SULTAN IDRIS 35900 Tanjung Malim, Perak Malaysia Email : imac@upsi.edu.my
To UNNES :	The Rector UNIVERSITAS NEGERI SEMARANG Sekaran, Gunung Pati, Semarang City, Central Java 50229, Indonesia Email : humas@mail.unnes.ac.id

ARTICLE ...

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 Party 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 that Party concerned.

ARTICLE ...

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.

ARTICLE ...

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.

ARTICLE ...

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.