



**A MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**UNIVERSITAS MUHAMMADIYAH SURABAYA  
INDONESIA**

**AND**

**MUSA-ASIAH FOUNDATION  
CAMBODIA**

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**UNIVERSITAS MUHAMMADIYAH SURABAYA, INDONESIA**  
**AND**  
**MUSA-ASIAH FOUNDATION, CAMBODIA**

**This Memorandum of Understanding** (here in after referred to as MoU) is made on this ..... day of August 2016 between:

**UNIVERSITAS MUHAMMADIYAH SURABAYA, INDONESIA** an institution of higher learning located address at Jl. Sutorejo No. 59, Surabaya Jawa Timur, Indonesia 60113, Phone: +62 31 381 1966, Fax: +62 31 381 3096 (here in after be referred to singularly as 'Party' and jointly as the 'Parties') and,

**MUSA-ASIAH FOUNDATION CAMBODIA** a registered foundation of education improving and having its registered address is: No. 48C Street 460, Tuol Tampongll, Khan Chamkar Mon, Phnom Penh, Cambodia (here in after refer as YASMA).

*UMSurabaya* and YASMA may also be referred to here in individually as Party or collectively as Parties.

**WHEREAS** both Parties are recognising the existing friendly relations between the Parties

**WHEREAS** both Parties are desiring to strengthen and further develop co-operation between the Parties in the field of education

**WHEREAS** both Parties are believing that such cooperation would serve their common interests:

**NOW THEREFORE PURSUANT THERETO**, the Parties hereby agree as follows:

**1. SCOPE AND FIELDS OF ACADEMIA COOPERATIONS**

- 1.1 The Parties, here by agree to implement with in the frame work of the rules and regulations applicable in each of the institutions and subject to available of funds

and resources shall, perform the following programmes and activities, which may include, but not limited to:

- (a) joint research activities;
- (b) collaborative professional development;
- (c) exchange of publication, reports, information; or
- (d) other activities and programs in areas of mutual interest, benefiting both parties.

1.2 It is agreed that the terms and conditions of any agreed programme and activity contemplated in this MoU shall be the subject matter of separate agreements to be negotiated and agreed upon by the Parties and/or any third parties, whenever applicable, provided always the decision whether to initiate and/or implement or activity shall be at the sole discretion of each Party.

1.3 The Parties agree to designate, on behalf of each institution, a coordinator whose responsibility will be to supervise the execution of this MoU and to draw up programmes or activities to be implemented under this MoU, setting out specific provisions concerning the exchange programmes, budget requirements and details of funding. For this purpose, the coordinator for *UMSurabaya* is the Rector and for YASMA is the President. Notwithstanding of the above, each party may change the coordinator from time to time by notifying the other Party.

## **2. FINANCIAL ARRANGEMENTS**

2.1 The Parties acknowledge that in the absence of any specific agreement in writing to the contrary, each Party shall be responsible for its own costs and expenses in establishing and conducting programmes and activities contemplated under this MoU, including its own costs and expenses in travel and accommodation.

## **3. NON CONTRACTUAL NATURE OF RELATIONSHIP**

3.1 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.

#### **4. PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

- 4.1 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.
- 4.2 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.
- 4.3 Notwithstanding anything in paragraph 4.1 above, the intellectual property rights in respect of any technological development and any products and services development, carried out-
- (a) 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
  - (b) 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.

#### **5. CONFIDENTIALITY**

- 5.1 The Parties agree and undertake to keep confidential at all times any information or data that may be exchanged, acquired or shared in connection with any programmes and activity conducted pursuant to this MoU save where the same is already in public domain.
- 5.2 The Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this MoU.

#### **6. DURATION AND TERMINATION SUSPENSION**

- 6.1 This MoU shall take effect on and from the date of execution of this MoU for a period of five (5) years and may be extended for such further period as may be agreed by the Parties in writing.
- 6.2 Notwithstanding clause 6.1, this MoU may be terminated by either party giving written notice to the other at least thirty days (30) prior to the proposed date of termination.

6.3 Notwithstanding clause 6.1, the provisions of this MoU or any other written agreement in respect of any on-going exchange programmes shall continue to apply until their completion unless both parties mutually agree in writing to the earlier termination of the programmes of cooperative activity.

## **7. SETTLEMENT OF DISPUTES**

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

## **8. NOTICES**

8.1 Every notice, request or any other communication required or permitted to be given pursuant to this MoU shall be in writing and in the English Language and delivered personally or sent by registered or certified post or via air mail or by courier or facsimile or by e-mail (which shall be acknowledged by the other Party) to the Parties at the address and facsimile number stated below:

If to *UMSurabaya* : Rector of *UMSurabaya*  
Jl. Sutorejo No. 59 Surabaya Indonesia  
60113

If to YASMA : President  
MUSA-ASIAH FOUNDATION  
No. 48C Street 460, Tuol Tampongll, Khan  
Chamkar Mon, Phnom Penh, Cambodia.

**9. MISCELLANEOUS**

- 9.1 This MoU may be modified, varied or amended at any time after due consultation and with written agreement of both Parties.
- 9.2 The Parties acknowledge that all visits or exchange of staff, students or administrator will be subjected to compliance with the entry and visa regulations of the Party's respective countries and the Party's requirement with respects to staff and student visits.

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

For and on behalf of

**Universitas Muhammadiyah Surabaya**



Date:.....

For and on behalf of

**Musa-Asiah Foundation**

A handwritten signature in blue ink, appearing to read 'MZA', is written above the printed name of the signatory.

**Prof. Dr. Mohamad Zain Musa**  
President