

MEMORANDUM OF UNDERSTANDING

BETWEEN

**UNIVERSITI MALAYSIA PERLIS
PERLIS, MALAYSIA**

AND

**UNIVERSITAS MUHAMMADIYAH
SURABAYA**

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as MoU) is signed on the 13th of May, 2014.

BETWEEN

UNIVERSITI MALAYSIA PERLIS an institution of higher learning (hereinafter referred to as "UniMAP") established and incorporated in Malaysia under the Universities and University Colleges Act 1971 [P.U.(A) 23/2007] and having its registered office at 1,2,9,10 and 11th Floor, Bangunan KWSP, Jalan Bukit Lagi, 01000 Kangar, Perlis and shall include its lawful representatives and permitted assigns;

AND

UNIVERSITAS MUHAMMADIYAH SURABAYA an institution of higher learning (hereinafter referred to as "UMSurabaya"), established under the decree of Minister of Education and Culture of the Republic of Indonesia No. 0141/O/1984 and having its correspondence address at Jln. Sutorejo No. 59 Surabaya Jawa Timur Indonesia 60113, and will include its lawful representatives and permitted assigns on the other part;

WHEREAS

- A. UniMAP is an established University which strives to enhance and strengthen its research capabilities and has taken various initiatives to complement its educational excellence and has entered into various collaborative arrangements with other parties to enhance research collaboration.
- B. UMSurabaya is a private University affiliated to the Central Board of Muhammadiyah Indonesia covering various fields of study which strives to achieve excellence in intellectuality, morality and entrepreneurship by taking various initiatives to build national and international cooperation with other parties.
- C. The Vision of UniMAP includes making the intellectual and educational resources of the Higher Colleges of Technology available to the community and the region at large and fostering technology, the start up of entrepreneurial joint ventures, and the expanding of the depth, breadth and quality of education.

D. The Vision of UMSurabaya is to achieve excellence in the realm of moral, intellectual, and entrepreneurial competence in the field of education, research, community service, and mutual cooperation and to foster life-skill education under the principle of good governance.

E. The Parties are desirous of entering into this Memorandum of Understanding 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 co-operation between the Parties on the basis of equality and mutual benefit.

ARTICLE 2: AREAS OF CO-OPERATION

1. Subject to the law, rules, regulations and national policies from time to time in force, governing the subject matter in their respective countries, each Party will act as a stimulus for a wide range of collaborative activities including but not restricted to:
 - Promote individual contacts among scholars, students and personnel of both scientific institutions,
 - Promote links in teaching, research and cultural activities,
 - Develop and to encourage joint research, seminars, conferences, workshops, and to also assist each other in obtaining external funding from outside sources for research,
 - Support the exchange of academic materials,
 - Develop, when opportunities avail, joint study programmes,
 - Encourage any other activities that both scientific institutions agree to be of mutual benefit,
 - Identify any other areas of co-operation for strategic alliance to be mutually agreed upon by the Parties.

2. For the purpose of implementing the co-operation in respect of any area stated in paragraph 1, the parties will enter into a legally binding agreement subject to terms and conditions as mutually agreed upon by the Parties and this agreement will be subject to and not separable from this MOU.

ARTICLE 3: FINANCIAL ARRANGEMENTS

This MOU will not give rise to any financial obligation by one Party to the other. Each party will bear its own cost and expenses in relation to this MOU .

ARTICLE 4: 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 processes and will not be deemed to constitute or create any legally binding or enforceable obligations, express or implied.

ARTICLE 5: 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 6: ENTRY INTO EFFECT AND DURATION

1. This MOU will come into effect on the date of signing and will remain in effect for a period of five (5) years.
2. This MOU may be extended for a further period as may be agreed in writing by the Parties.
3. This MOU may be terminated at any time by either party giving the other party written notice of no less than SIX (6) calendar months or upon breach of the terms governing the MOU or the Executive Council reserves the right to terminate this membership agreement, should the chairperson and the executive director

ARTICLE 7 :NOTICES (state full address School/Unit/Department in charge)

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 of UNIVERSITI MALAYSIA PERLIS or 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 : UNIVERSITI MALAYSIA PERLIS
Attn to : Director of Centre for International Affairs
Address : 1 st Floor, Taman Kechor Indah Fasa II,
Jalan Abi Tok Hashim,
01000 Kangar, Perlis.
Tel no. : +6049798061
Fax no. : +6049798290
E-mail : cia@unimap.edu.my

To : Universitas Muhammadiyah Surabaya
Attn to : Vice Rector for Student Aff
Address : Jalan Sutorejo No. 59 Surabaya, Jawa Timur,
Indonesia, 60113
Tel no. : +62 - 31- 3811966
Fax no. : +62 - 31 - 3813096
E-mail : kui.umsurabaya@gmail.com

ARTICLE 8 : PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

1. The protection of intellectual property rights shall enforced in conformity with the respective national laws, rules and regulations of the Parties and with 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.

ARTICLE 9 : CONFIDENTIALITY

1. Each Party shall undertake to observe the confidentiality and secrecy of document, information and other data received from or supplied to, the other Party during the period of the implementation of this MOU or any other agreements made pursuant to this MOU.
2. For purpose 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 MOU, 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 MOU.

ARTICLE 10: SUSPENSION

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

ARTICLE 11: 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 MOU 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.

ARTICLE 12 - VARIATION

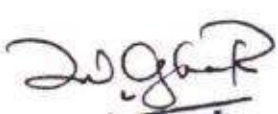
The terms stipulated in this MOU shall not be amended, altered, changed or otherwise modified without the mutual consent of the Parties and such amendments, alterations, changes and modifications shall be made in writing and signed by the Parties here to

The foregoing record represents the understandings reached between **UNIVERSITI MALAYSIA PERLIS** and Universitas Muhammadiyah Surabaya upon the matters referred to therein. Signed in duplicate at on the 13th of May, 2014 in the year 2014 in.....(.....) original texts,

Signed by
for and on behalf of
UNIVERSITI MALAYSIA PERLIS
PROF. DATUK DR. KAMARUDIN HUSSIN
VICE CHANCELLOR
UNIVERSITI MALAYSIA PERLIS


.....

Witnessed by:
DATO' PROF. DR. ZUL AZHAR ZAHID JAMAL
DEPUTY VICE CHANCELLOR
ACADEMIC AND INTERNATIONAL
UNIVERSITI MALAYSIA PERLIS


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for and on behalf of
UNIVERSITAS
SURABAYA
DR. dr. SUKADIONO, MM
RECTOR
UNIVERSITAS
SURABAYA

MUHAMMADIYAH :
:
:
UNIVERSITAS :
SURABAYA :



Witnessed by:
DRA. MAS ULAH, MA
VICE RECTOR
STUDENT AFFAIRS AND INTERNATIONAL
COOPERATION
UNIVERSITAS
SURABAYA

MUHAMMADIYAH :
:
:
UNIVERSITAS :
SURABAYA :

