



MEMORANDUM OF UNDERSTANDING
BETWEEN
UNIVERSITAS SRIWIJAYA, INDONESIA
AND
RIKKYO UNIVERSITY, JAPAN

Number 0018/UN9/MoU/LN/2020

MEMORANDUM OF UNDERSTANDING (hereinafter called "MoU") on academic cooperation between Universitas Sriwijaya, Indonesia (hereinafter referred to as "UNSRI" or "Party" or "University") and Rikkyo University, Japan (hereinafter referred to as the "RU" or "Party" or "University").

WHEREAS:

- (1) The Parties agree to enter into an agreement for academic cooperation;
- (2) The Parties recognize the value of academic cooperation and agree to further promote the mutual cooperation in the area of education and research.

NOW, THEREFORE, the Parties hereto agree as follows:

ARTICLE I
OBJECTIVE

The objective of the MoU is to institute and strengthen academic cooperation between UNSRI and RU and to promote academic and cultural exchanges between Indonesia and Japan, based upon principles of mutual equality and the reciprocity of benefits.

ARTICLE II
SCOPE OF ACTIVITIES

The scope of activities of the MoU shall include, but not limited to:

1. EXCHANGE OF ACADEMIC STAFFS

- (1) Visits by academic staff will be encouraged for the mutual benefit of both Parties. Each Party will accept scholars from the other Party. Upon agreement, all expenses of salary and travel, living, and allied costs will be the responsibility of the visiting scholar's home University.

- (2) The host University will provide normal academic services for visiting scholars, including library and laboratory facilities.
- (3) The host University will assist, as far as possible, the visiting scholar for the arrangement of accommodation, immigration, stay and working permit, health, language, and local custom.

2. COLLABORATION IN EDUCATION

- (1) The Parties will seek opportunities to cooperate in education, including exchange of students, joint academic programs, and joint non-degree training programs.
- (2) The details of specific collaboration in education will be determined by the mutual agreement of both Parties.

3. COLLABORATION IN RESEARCH

- (1) The Parties will seek opportunities to cooperate in research.
- (2) The details of specific research activities will be determined by the mutual agreement of relevant faculties of both Parties.
- (3) The Parties agree that, in the case of research collaboration leading to patent rights, copyrights, and other intellectual property rights that require a further agreement on special intellectual property, the mutual agreement must be entered into in accordance with the policies of UNSRI and RU on intellectual property.

ARTICLE III INTELLECTUAL PROPERTY

This MoU shall not be construed as indicating or inferring the transfer, assignment or infringement of any intellectual property rights between the Parties.

ARTICLE IV AGREEMENT OF IMPLEMENTATION

A detailed description of each activity will be defined in a separate document of Agreement of Implementation, which shall be drawn up and agreed upon by UNSRI and RU.

ARTICLE V CONTRIBUTION BY UNIVERSITAS SRIWIJAYA AND RIKKYO UNIVERSITY

In accordance with the prevailing laws and regulations in Indonesia and Japan, and subject to personnel and budget limitations, UNSRI and RU shall seek finance of joint activities from sources available to them and provide necessary funding to assist in the implementation of activities as specified in the Agreement of Implementation.

ARTICLE VI PROTECTION OF PERSONAL INFORMATION

The Parties agree that any personal information about visiting scholars transferred from the other Party shall be handled with care in compliance with the rules and regulations as set forth by the governments of Indonesia and Japan for the protection of personal information.

Each Party collects personal information regarding visiting scholars transferred from the other Party for the purpose of providing necessary services in education and research activities offered at the host Party. Neither may disclose the scholars' personal information to third parties except in the situations detailed as follows:

- a. the host Party absolutely necessitates the disclosure of the scholars' personal information for the purpose of expediting the administrative procedure;
- b. visiting scholars grant the host Party permission to disclose their personal information;
- c. the host Party is legally obliged to disclose the scholars' personal information to legal enforcement offices or by law;
- d. visiting scholars' health and well-being are threatened in case of emergency and the host Party must disclose their health information for the purpose of providing adequate medical care;
- e. the host Party is inquired by local authorities to confirm the scholars' identity and other related information;
- f. other extraneous conditions discussed and determined by both Parties.

ARTICLE VII FORCE MAJEURE

Neither Party shall be liable for any failure or delay to fulfill its responsibility specified by this MoU due to an Act of God, war, armed conflict, civil disturbance, legal restrictions, riots, insurrections, strikes, earthquake, flood, tsunami, fire, explosion or any cause beyond the control of the institutions; provided that a written notice of the start and end of the circumstances excusing fulfillment shall be given as quickly as possible.

ARTICLE VIII SETTLEMENTS OF DISPUTES

Any dispute or difference between the Parties in respect of any provision of this MoU or with reference to anything arising out of or incidental thereto shall be settled amicably through consultation or negotiation between the Parties.

ARTICLE IX AMENDMENTS, EFFECTIVE DATE, DURATION AND TERMINATION

- (1) Any amendments to this MoU can only be made in writing and after consultation and mutual consent of the Parties. Such amendments, once approved by the Parties, will become part of this MoU.
- (2) The effective date of this MoU shall be the date on which the second of the Parties hereto execute this MoU has effected such execution.
- (3) This MoU shall commence on the date of the last Party to sign this MoU and shall remain in force for 5 (five) years unless terminated by one of the Parties giving 3 (three) months notice to the other. The MoU may be extended by mutual consent of the two Parties.

- (4) The MoU may be terminated by either Party through at least one (1) year notice to the other Party in writing. The event of termination will not prevent the Parties from completing their activities at the host University.
- (5) In case the MoU ceases to be effective on account of termination or expiration, the provisions of all valid Agreement of Implementation documents shall continue to apply to the extent necessary to secure the implementation of existing activities as agreed upon in written documents.

ARTICLE X COMMUNICATION

- (1) Any notice or request given or made by one party to the other under this MoU shall be in writing in the language of English.
- (2) Authorized representatives of UNSRI and RU shall sign two original MoUs. Each Party shall hold one original signed MoU, with both documents being equally authentic.

IN WITNESS WHEREOF, the Parties hereto have caused this MoU to be executed by their duly authorized representatives.



Representing Universitas Sriwijaya,

Prof. Dr. Ir. Anis Saggaff, MSCE.
Rector

Signed at: Indralaya, South Sumatra, Indonesia

Date: July 10, 2020

Representing Rikkyo University,

Prof. Yangchoon Kwak
President

Signed at: Toshima-ku, Tokyo, Japan

Date: July. 01. 2020