



MEMORANDUM OF UNDERSTANDING
INTERNATIONAL CO-OPERATION
between
UNIVERSITAS SRIWIJAYA, INDONESIA
And
MAHSA UNIVERSITY, MALAYSIA



Number: 0053/UN9/MoU/LN/2019

Number: DU044(B)

This Memorandum of Understanding (hereinafter referred to as the "Memorandum") is made between Universitas Sriwijaya, Indonesia, located at Jalan Palembang-Prabumulih, KM.32, Indralaya, Kabupaten Ogan Ilir, Sumatera Selatan, Indonesia 30662 and MAHSA University, Malaysia, with an address at Jalan SP 2, Bandar Saujana Putra, 42610 Jenjarom, Selangor.

Universitas Sriwijaya and MAHSA University will each hereinafter be referred to as "**Party**" and, collectively, the "**Parties**" unless expressly stated otherwise

The Parties wish to enter into this Memorandum to promote co-operation between them and to strengthen innovative collaboration in mutually acceptable fields of teaching, learning and research.

Now the Parties mutually confirm and agree to the following:

1. GENERAL AREAS OF CO-OPERATION

1.1. Universitas Sriwijaya and MAHSA University agree that they intend to promote cooperation through such activities and/or programs relating to, but not limited to:

- a) Education and research;
- b) Exchange of professors and lecturers;
- c) Training of staffs;
- d) Exchange of students;
- e) Exchange of scholarly materials and information;
- f) Joint supervision;
- g) Co-authoring books and papers;
- h) Joint publication, conference and seminar;
- i) Double degree and joint degree; and
- j) Any other fields related.

1.2. Both universities acknowledge that programs and activities enumerated are not exclusive and the Parties may agree to include such other programs and activities as may be mutually acceptable and identified later which shall be mutually discussed and agreed upon in writing by both Parties prior to the initiation of the particular program or activity and such shall be negotiated as required.

- 1.3. Universitas Sriwijaya and MAHSA University may, within their respective financial, technical and educational capacities, cooperate to promote and develop programs in technological education.
- 1.4. Universitas Sriwijaya and MAHSA University shall each designate a coordinator to manage any program activities. Each Party shall nominate and appoint a coordinator from its staff to coordinate activities and facilitate the development of such joint activities.

2. SCOPE OF COLLABORATION

Universitas Sriwijaya and MAHSA University agree and acknowledge that collaboration may develop in the following programs, but not limited to:

- a) Develop the curriculum and exchanging of scholarly publications subject to the written agreement of both parties.
- b) Develop Joint Research and Development (R&D) subject to the separate written and/or definitive agreement of both parties.
- c) Exchange of lecturers, students and staff including study tour, conducting research and/or supervision of student projects, staff secondment for improving and research, attending seminars, colloquiums and academic discussions.
- d) Agree to cooperate in designing academic programs related to graduate with a Bachelor, Master (Master) and doctorate (Ph.D).
- e) Cooperate in the field of teaching, supervising graduate degree program, research and publications.
- f) Develop joint seminars, conventions, workshops.
- g) Do technical and information exchanges.
- h) Co-authoring books and papers.
- i) Other areas of cooperation agreed upon by both parties.

3. COST AND EXPENSES, BINDING AGREEMENTS AND FINANCIAL ARRANGEMENTS

- a) Any costs and expenses incurred in the negotiation, preparation and execution of this Memorandum must be paid by the Party that incurred them.
- b) The Parties may enter into binding agreements, from time to time, with regards to any specific project or activity including but not limited to those set out in clauses 1 and 2 above.
- c) The Parties acknowledge and understand that any costs, expenses and financial arrangements with regard to any project or activity pursuant to or arising from this Memorandum will be subject to negotiation and prior written agreement and that any binding agreement will be subject to the availability of funds.
- d) Each Party shall bear their respective stamp duty cost.

4. OWNERSHIP

Ownership of any intellectual property rights and/or any other property with regards to any specific project or activity including but not limited to those set out in clauses 1 and 2, should be negotiated by the Parties and subject to a prior written agreement.

5. DURATION AND TERMINATION

- a) This Memorandum shall commence on the date of the last Party to sign this Memorandum and shall remain in force for **5 (five)** years unless terminated by one of the Parties giving 3 (three) months notice to the other.
- b) This Memorandum shall be reviewed at the end of last 2 (two) years to determine the effectiveness to continue or terminate.
- c) If either Party reasonably considers that it is prohibited under any law or regulation from continuing with this Memorandum, then the notice period to terminate this Memorandum may be immediate.

6. RELATIONSHIP BETWEEN THE TWO PARTIES

The Parties acknowledge that this Memorandum does not create or evidence a relationship between them of commercial partnership, joint venture, employer/employee or agency. No part of this Memorandum is to be interpreted as to allow any other cooperation or business organization to register on behalf of the two Parties or appoint one of the Parties as the agent of the other Party.

7. CONFIDENTIALITY

- a) For the purposes of this Memorandum, "**Confidential Information**" means any visual, verbal, digital, or written information and all records containing or disclosing such information which relate to either Party or of any of its shareholders, subsidiaries or associated or affiliated companies or businesses, including but not limited to, administrative, financial, technical, legal, commercial, marketing, economic or operational information;
- b) Confidential Information received by a Party ("**Receiving Party**") from the disclosing Party ("**Disclosing Party**") shall be disclosed only to its personnel and its professional advisers involved in this collaboration on a need to know basis and shall only be used in respect of the matters contemplated in this Memorandum and the Receiving Party shall use reasonable efforts to keep it confidential, with the same care it uses for its own confidential or proprietary information;

- c) Any and all copyright, trademarks, patents, trade secrets and other intellectual property rights existing with regard to either Party's Confidential Information disclosed to the Receiving Party shall continue to belong to the Disclosing Party. No licenses or rights are granted hereby to the Receiving Party regarding any Confidential Information disclosed by the Disclosing Party;
- d) The Parties shall consult with each other regarding the timing and contents of all public announcements in relation to this Memorandum. Neither Party shall release any information relating to this Memorandum to the media, analysts or general public without the consent of the other Party;
- e) The restrictions on the use and disclosure of the Confidential Information herein shall not apply to any Confidential Information which:
 - i. is independently developed by the Receiving Party or lawfully received free of restriction from another source having the right to furnish the Confidential Information;
 - ii. has become generally available to the public without breach of this Memorandum by the Receiving Party;
 - iii. that, at the time of disclosure to the Receiving Party, was known to the Receiving Party free of restriction as evidenced by documentation in Recipient's possession;
 - iv. the Disclosing Party agrees in writing is free of such restrictions; or
 - v. is required by law, by any court of competent jurisdiction or any regulatory body, and the Receiving Party shall use reasonable efforts to give the Disclosing Party prior notice and an opportunity to contest or limit such disclosure;
- f) The Parties' confidentiality obligations under this Memorandum shall be in addition to the terms of the Non-Disclosure Agreement that is to be executed between the Parties.

8. GOVERNING LAW

This Memorandum shall be governed by and construed in accordance with the laws and regulations in force in the jurisdiction of each cooperating Party, in respect of activities taking place in that Party's jurisdiction and the Parties will submit to the non-exclusive jurisdiction of the courts of that jurisdiction.

9. NOTICES

Any notices, approval, application or any form of communication that is required to be given by any Parties under this Memorandum shall be in writing to the nominated representatives set out below (or such other persons and/or address as may be advised in writing from time to time) and shall be deemed to be sufficiently served:

- a) In the case of delivery by hand, on the day of delivery.
- b) In the case of delivery by post (prepared post), on the 7th (seventh) business day after posting.
- c) If emailed, when the receiving Party acknowledges having received the email with an automatic read receipt being transmitted to the originating Party
- d) In the case of communication by facsimile, on the sender receipt of transmission report which purports to confirm that the address has received such facsimile.

Universitas
Sriwijaya
Nominated
Representative

Contact person : Dr. Ir. A. Muslim, M.Agr.
 Position : Vice Rector for Planning and Cooperation Affairs
 Universitas Sriwijaya
 Address : Jalan Palembang-Prabumulih, KM.32, Indralaya, Kabupaten Ogan Ilir, Sumatera Selatan, Indonesia 30662
 Telephone no. : +62711580645/+62711580069
 Facsimile no. : +62711580644
 Email Address : oia@unsri.ac.id

MAHSA
University
Nominated
Representative

Contact person : Ms. Stella Lau
 Position : Deputy Vice Chancellor
 Address : MAHSA University, Jalan SP 2, Bandar Saujana Putra, 42610 Jenjarom, Selangor
 Telephone no. : +603-5102 2200
 Facsimile no. : +603-5102 2256
 Email Address : stellalau@mahsa.edu.my

10. AMENDMENTS

- a) This Memorandum may be amended or varied by mutual consent of both Parties and such amendments or variation shall be in writing and signed by duly authorized representatives of each Universitas Sriwijaya and MAHSA University.
- b) Such agreed amendments or variation shall be part and partial of this Memorandum.

11. SPECIAL PROVISIONS

- a) Modalities of each type of collaboration, associated activities and financial aspects shall be mutually agreed upon on a case-by-case basis in separate written agreements.
- b) This Memorandum is not intended to be legally binding. It merely expresses the intentions and understanding of the Parties, that this Memorandum provides a framework that outlines the major areas within which co-operation and collaboration will proceed and which may, lead to

- a legally binding agreement(s) to be drafted and executed in the future.
- c) This Memorandum is to be executed in the English language.
- d) This Memorandum constitutes the entire Memorandum between the Parties and any prior arrangements, understandings, representations or undertakings relating to the subject matter of this Memorandum are superceded.

12. Prior to the initiation of any particular programme or activity, the universities shall consult and agree in writing regarding the specific areas and details of cooperation within the framework of this Memorandum.

13. PUBLIC STATEMENTS AND USE OF NAME AND LOGO

- a) Each Party will ensure that before any public statements (including statements to the media or articles relating to their joint activities) are released or published, the prior written consent of the other Party is obtained.
- b) No Party will have the right to use the name or logo of another Party without that Party's prior written consent and compliance with any other conditions, rules and regulations attached to such consent.


14. ACKNOWLEDGEMENT AND COMPLIANCE

The Parties acknowledge that they may be required to meet certain obligations under the laws and regulations applicable in their own jurisdiction and in the jurisdiction of the other Party, including but not limited to sanctions laws; export control laws; privacy and data control laws; work, health and safety laws; immigration laws and laws relating to provision of education to international students. Each Party understands and acknowledges that such laws and regulations may affect or restrict this Memorandum and/or the activities contemplated under this Memorandum. The Parties acknowledge that in any activities or projects contemplated by this Memorandum they will comply with all laws and regulations of their own jurisdiction and take all reasonable steps to ensure compliance with the laws and regulations of the other Party's jurisdiction where requested to do so by the other Party provided such compliance is not in breach of any law or regulation of a Party's own jurisdiction.

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In Witness, thereof, the Parties hereto hereby set their respective signatures on this date.



Signed by and for and on behalf of
UNIVERSITAS SRIWIJAYA



Prof. Dr. Ir. Anis Saggaff, MSCE
Rector

Date: 29 January 2020


Signed by and for and on behalf of
MAHSA UNIVERSITY



Prof Dato' Dr. Ishak bin Abdul Razak
Vice Chancellor


Date: 29 January 2020

in the presence of:



Prof. Ir. Zainuddin Nawawi, Ph.D
Vice Rector for Academic Affairs
Universitas Sriwijaya

in the presence of:



Ms; Stella Lau
Deputy Vice Chancellor
MAHSA University