



MEMORANDUM OF UNDERSTANDING

between

UNIVERSITAS SRIWIJAYA

and

UNIVERSITI TEKNOLOGI BRUNEI

Number 0033/UN9/MoU/LN/2020

This Memorandum of Understanding (Memorandum) is made between Universitas Sriwijaya (UNSRI), Indonesia, located at Jalan Palembang-Prabumulih, KM.32, Indralaya, Kabupaten Ogan Ilir, Sumatera Selatan, Indonesia 30662 and Universiti Teknologi Brunei, located at Jalan Tungku Link Gadong BE1410 Brunei Darussalam.

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 Universiti Teknologi Brunei agree that they intend to promote cooperation through such activities and/or programs.
- 1.2. Both Parties 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 that 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 Universiti Teknologi Brunei may, within their respective financial, technical and educational capacities, cooperate to promote and develop programs relating to public health and environmental preservation.

2. SCOPE OF COLLABORATION

Universitas Sriwijaya and Universiti Teknologi Brunei agree and acknowledge that collaboration may develop in the following programs, but not limited to:

- a) Education and research;
- b) Exchange of professors, students and lecturers;
- c) Training of staffs;
- d) Exchange of scholarly materials and information;

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- e) Co-authoring books and papers;
- f) Joint supervision publication, conference and seminar;
- g) Double degree and joint degree; and
- h) Any other fields related.

3. 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.

4. AMENDMENTS, EFFECTIVE DATE, DURATION AND TERMINATION

- a) Any amendments to this Memorandum 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 Memorandum.
- b) The effective date of this Memorandum shall be the date on which the second of the Parties hereto execute this Memorandum has effected such execution.
- c) This Memorandum shall remain in force for a period of five (5) years from the date of the last signature. After five years, the agreement should be renewed in every five years automatically unless mutually agreed otherwise.
- d) The Memorandum 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.
- e) In case the Memorandum 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.

5. 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.

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6. 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:
 - 1) is independently developed by the Receiving Party or lawfully received free of restriction from another source having the right to furnish the Confidential Information;
 - 2) has become generally available to the public without breach of this Memorandum by the Receiving Party;
 - 3) 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;
 - 4) the Disclosing Party agrees in writing is free of such restrictions; or
 - 5) 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;

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- 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.

7. 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.

8. 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 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 : Vice Rector for Planning and Cooperation Affairs
 Address : Jalan Palembang-Prabumulih, KM.32, Indralaya, Kabupaten Ogan Ilir, Sumatera Selatan, Indonesia 30662
 Telephone no. : +62711580645
 Email Address : oia@unsri.ac.id

Universiti Teknologi Brunei Conservation Nominated Representative
 Contact person : Registrar and Secretary
 Address : Universiti Teknologi Brunei, Tungku Highway, Gadong BE 1410, Brunei Darussalam
 Telephone no. : +6732461020
 Email Address : registrar@utb.edu.bn

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9. 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 Universiti Teknologi Brunei.
- b) Such agreed amendments or variation shall be part of this Memorandum.



10. 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.
- e) 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.

11. 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 attached to such consent.

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12. 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.

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

Signed by and for and on behalf of
UNIVERSITAS SRIWIJAYA

Signed by and for and on behalf of
UNIVERSITI TEKNOLOGI BRUNEI



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

Prof. Dr. Dayang Hajah Zohrah Haji Sulaiman
Vice-Chancellor

Date : 6 November 2020

Date : 24 November 2020