



**MEMORANDUM OF UNDERSTANDING
INTERNATIONAL CO-OPERATION**
between
UNIVERSITAS SRIWIJAYA, INDONESIA
and
ASIA UNIVERSITY, TAIWAN



No: 019/UN9/MoU/LN/2017

No:

This Memorandum of Understanding (Memorandum) is made between Universitas Sriwijaya, Indonesia (UNSRI), Jalan Palembang-Prabumulih, KM.32, Indralaya, Kabupaten Ogan Ilir, Sumatera Selatan, Indonesia 30662 and Asia University (AU), No. 500, Lioufeng Rd., Wufeng, Taichung City 413554, Taiwan.

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. UNSRI and Asia 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 supervisions;
 - g) Joint publications, conferences and seminars;
 - h) Double degree and joint degree; and
 - i) 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. UNSRI and Asia University may, within their respective financial, technical and educational capacities, cooperate to promote and develop programs in technological education.

- 1.4. UNSRI and Asia 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

UNSRI and Asia University agree and acknowledge that collaboration may develop in the following programs, but not limited to:

- a) Developing the curriculum and exchanging of scholarly publications subject to the written agreement of both Parties;
- b) Joint research and development (R&D), double degree and joint degree subject to the written agreement of both Parties;
- c) Activities relating to exchange of staff including study tour, conducting research and/or supervision of student projects, staff secondment for improving to professional development and research, attending seminars, colloquiums and academic discussions; and
- d) Activities relating to students exchanges including study tour, course attendance and research.

2. 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.

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. 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 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.

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.

6. CONFIDENTIALITY

The Parties may enter into binding confidentiality agreements regarding any confidential information that a Party may wish to disclose to the other Party.

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.

UNSRI
Nominated
Representative

Contact person : Ahmad Muslim, Ph.D
Position : Vice Rector for Planning and Cooperation
Universitas Sriwijaya
Address : Jalan Palembang-Prabumulih, KM.32,
Indralaya, Kabupaten Ogan Ilir, Sumatera
Selatan, Indonesia 30662
Telephone no. : +62711580645/+6281367769589
Facsimile no. : +62711580644
Email Address : oia@unsri.ac.id/limpal2003@yahoo.com

UMC
Nominated
Representative

Contact person : Prof. Yinghuei Chen, Ph.D
Position : Dean, the International College
Address : No.500, Liougeng Rd., Wugeng, Taichung City
41354, Taiwan
Telephone no. : +886 4-23323456 ext. 6290
Facsimile no. : +886 4-23321078
Email Address : ychen52@asia.edu.tw

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 UNSRI and UMC.
- 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 superseded.

11. 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.

12. 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.

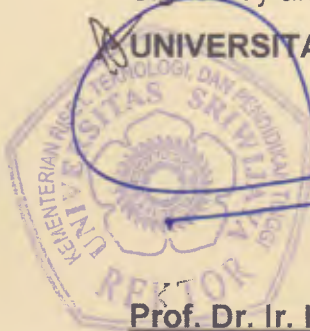
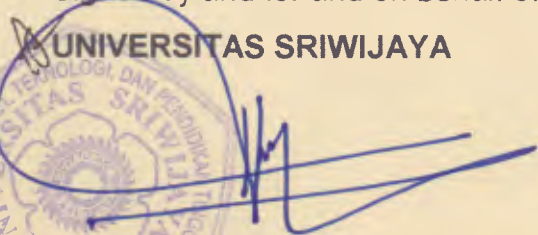
13. ACKNOWLEDGEMENT AND COMPLIANCE

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 MOU and/or the activities contemplated under this MOU. The Parties acknowledge that in any activities or projects contemplated by this MOU 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



The seal of Universitas Sriwijaya is circular with a five-petaled flower in the center. The text around the border reads 'UNIVERSITAS SRIWIJAYA' at the top and 'REKTOR' at the bottom. On the left side, it says 'KEMENTERIAN RISET, TEKNOLOGI, DAN PENDIDIKAN TINGGI'.

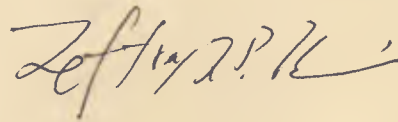
Prof. Dr. Ir. H. AnisSaggaff, MSCE

Rector

Date : April 10th, 2017

Signed by and for and on behalf of

ASIA UNIVERSITY



Prof. Jeffrey J.P. Tsai, PhD

President

Date : April 28th 2017