



## MEMORANDUM OF UNDERSTANDING

between

**UNIVERSITAS SRIWIJAYA**

and

**THAI NGUYEN UNIVERSITY OF AGRICULTURE AND FORESTRY**

Number 0037/UN9/MoU/LN/2023

This Memorandum of Understanding (Memorandum) is made between Universitas Sriwijaya (UNSRI), located at Jalan Palembang-Prabumulih, KM.32, Indralaya, Kabupaten Ogan Ilir, Sumatera Selatan, Indonesia 30662 and Thai Nguyen University of Agriculture and Forestry (TUAF), located at Quyet Thang commune, Thai Nguyen City, Viet Nam. In this Memorandum both universities shall collectively be referred to as the Parties and individually as a Party.

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 (UNSRI) and Thai Nguyen University of Agriculture and Forestry (TUAF) agree that they intend to promote cooperation through such activities and/or programs as mentioned in clause 2 of this Memorandum.
- 1.2. Both Parties acknowledge that programs and activities enumerated are not exhaustive and the Parties may agree to include such other programs and activities as may be mutually acceptable and identified later after mutual discussion and agreement 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 (UNSRI) and Thai Nguyen University of Agriculture and Forestry (TUAF) may, within their respective financial, technical and educational capacities, cooperate to promote and develop programs relating to public health and environmental preservation.

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## 2. SCOPE OF COLLABORATION

Universitas Sriwijaya (UNSRI) and Thai Nguyen University of Agriculture and Forestry (TUAF) agree and acknowledge that collaboration may develop in the following programs:

- 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) Joint community service programs;
- h) Co-authoring books and papers;
- i) Joint publication, conference, seminar and workshop;
- j) Dual degree and joint degree programs; and
- k) Any other related fields .

## 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. Any rights in the intellectual property of one party can be transferred to the other party only through mutual agreement in writing.

## 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 both the Parties hereto sign this Memorandum in each other' presence. Presence of the Parties can be either in-person or in virtual mode for signing this Memorandum.
- c) This Memorandum shall remain in force for a period of five (5) years from the effective date.
- d) Termination:
  - 1) Either Party can terminate this Memorandum by giving a ninety (90) days' notice.
  - 2) Any termination shall become effective only on the last day of the ongoing semester of the partner institute. Period of ninety (90) days mentioned in clause 8 a) shall be adjusted accordingly.
  - 3) Programs which are already in progress, in pursuance of this Memorandum, shall conclude on a date mutually agreed upon between the parties.
  - 4) In case of a conflict, clause 8 c) shall supersede all remaining sub-clauses. If no mutual agreement is reached upon as per clause 8 c) then clause 8 b) shall get preference over clause 8 a).

## 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. Without authorization in writing neither Party shall register any legal entity on behalf of the other Party or the Parties nor any Party shall act as an agent of the other Party for any purpose whatsoever.

## 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 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

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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;

- e) The Parties' confidentiality obligations under this Memorandum shall be added 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 Party in respect of activities taking place in that Party's jurisdiction. Parties will submit to the non-exclusive jurisdiction of the courts of their jurisdiction.

## 8. NOTICES

Any notices, approval, application or any form of communication that is required to be given by any Party under this Memorandum shall be in writing and sent to the nominated representatives set out below (or such other persons as may be nominated 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 (prepaid post), on the fifteenth (15<sup>th</sup>) 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 (UNSRI) 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

**Thai Nguyen University of Agriculture and Forestry (TUAF) Nominated Representative**  
Contact person : Vice Director of Advanced Education Program  
Address : Quyet Thang Commune, Thai Nguyen City, Viet Nam, 250000  
Telephone no. : +84 866698618  
Email Address : daoithanhhhuyen@tuaf.edu.vn

**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 Party.
- 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. Unless agreed in writing the Parties shall bear their own costs under this Memorandum.
- 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 stand superseded.

**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.

**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


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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**




Prof. Dr. Taufiq Marwa, S.E., M.Si.   
Rector

Date : October 19, 2023

Signed by and for and on behalf of  
**THAI NGUYEN UNIVERSITY  
OF AGRICULTURE AND FORESTRY**



Assoc. Prof. Dr. Nguyen Hung Quang   
Rector

Date : November 8, 2023



Date: November 9, 2023

Prof. Dr. Taufiq Marwa, S. E., M.Si  
Rector of Universitas Sriwijaya

### SIGNING OF MoU

Dear Prof. Dr. Taufiq Marwa, S. E., M.Si,

On behalf of the Thai Nguyen University of Agriculture and Forestry (TUAF), we would like to express our sincere appreciate for the intention to have the Memorandum of Understanding (MoU) between Thai Nguyen University of Agriculture and Forestry and Universitas Sriwijaya (Unsri) on the research collaboration. Herewith enclosed is the final version of the MoU that has been signed by the Rector of the TUAF.

We look forward to a productive collaboration with the Universitas Sriwijaya.

Sincerely yours,



Dr. Duong Van Thao

Director

Department of Science, Technology and International Cooperations

Thai Nguyen University of Agriculture and Forestry

Thai Nguyen City, Vietnam