



# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**UNIVERSITAS SRIWIJAYA**

**AND**

**UNIVERSITI TEKNIKAL MALAYSIA MELAKA**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN**

**UNIVERSITAS SRIWIJAYA (UNSRI)**

**AND**

**UNIVERSITI TEKNIKAL MALAYSIA MELAKA (UTeM)**



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***ON COOPERATION IN THE EDUCATION, SUPERVISION,  
RESEARCH AND DEVELOPMENT***

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This MEMORANDUM OF UNDERSTANDING is made on the 5<sup>th</sup> day of February 2018

**BETWEEN**

**UNIVERSITAS SRIWIJAYA** which for the purpose of this Memorandum of Understanding ("hereinafter referred to as UNSRI"), and having its address at Jalan Palembang-Prabumulih, KM.32, Indralaya, Kabupaten Ogan Ilir, Sumatera Selatan 30662, Indonesia of the one part,

**AND**

**UNIVERSITI TEKNIKAL MALAYSIA MELAKA** an institute of higher education established under Universities and University Colleges Act 1971 [Act 30] and having its address at Hang Tuah Jaya, 76100 Durian Tunggal, Melaka, Malaysia (hereinafter referred to as "**UTeM**") of the other part. (UNSRI and UTeM are individually referred to as the "**Party**" and collectively as the "**Parties**"). The Parties have, entered into this Memorandum, for the following objectives:

**RECOGNISING** the need to promote and strengthen the cooperative relationship between the Parties; and **PROMOTING** mutual cooperation in the areas of education and training on the basis of reciprocity and mutual benefit for both Parties.

**THE PARTIES HAVE REACHED THE FOLLOWING UNDERSTANDING:-**

## **ARTICLE 1**

### **OBJECTIVE**

Parties, subject to the terms of this Memorandum and the applicable laws, rules, regulations and national policies in force in Indonesia and Malaysia, agree to have a joint cooperation in providing training and education.

## **ARTICLE 2**

### **AREAS OF CO-OPERATION**

Each Party will, subject to the applicable laws, rules, regulations, procedure and national policies from time to time in force governing the subject matter training and education in Indonesia and Malaysia, endeavour to take necessary steps to encourage and promote cooperation in the following areas:

- (a) Plan and develop innovation in research through joint research grants and specialised training;
- (b) Sharing expertise through research collaboration, consultancy, community service;
- (c) Exchange of staff as well as undergraduate and postgraduate students in the course of academic development to address problems relating to the area of computer science, computer and telecommunication engineering, wireless communications, lightning physics and other disciplines;
- (d) Co-operation in undergraduate or postgraduate studies programme such as student mobility, dual or joint degree and joint supervision programme; and
- (e) Carrying out any other forms of co-operation as may be jointly agreed by the Parties in writing or mutual agreement.

**ARTICLE 3**  
**IMPLEMENTATION**

1. The Parties agree that the cooperation under this Memorandum of Understanding may be carried out in the manner agreed upon by the Parties.
2. The progress and results achieved from the implementation of this Memorandum of Understanding will be reviewed from time to time. For this purpose both Parties shall ensure that reports on the implementations and the summary details will be made available to either Party on request.

**ARTICLE 4**  
**JOINT WORKING GROUP**

1. The Parties shall for the purpose of this Memorandum of Understanding, establish a Joint Working Group to facilitate the cooperation by overseeing the smooth implementation of this Memorandum of Understanding.
2. The Joint Working Group shall consider ways and means to promote the aforesaid objective and to ensure the proper coordination and implementation of its decision and/or recommendation.
3. In order to implement the scope of cooperation, the Joint Working Group shall be responsible for:
  - (a) Monitoring the activities and programmes implemented pursuant to this Memorandum of Understanding; and
  - (b) Negotiating difficulties and problems arising from the interpretation or implementing or application of this Memorandum of Understanding and shall be in accordance to the provisions in Article 11 of this Memorandum of Understanding.



4. The Joint Working Group shall be co-chaired by the Director of UNSRI and person to be identified by UTeM. The composition and procedure of the Joint Working Group shall be determined by the Parties.
5. Parties shall mutually decide when the Joint Working Group will be meeting to review the implementation of this Memorandum of Understanding.

**ARTICLE 5**  
**FINANCIAL ARRANGEMENTS**

1. The cost of the cooperative activities under this Memorandum shall be funded on such terms and conditions to be mutually agreed upon by the Parties on a "case by case" basis subject to the availability of funding such activities.
2. Notwithstanding anything in paragraph 1 above, expenses for organizing the meetings of the Joint Working Group, if any, shall be borne by the Party hosting the meetings. The Party which is sending its representatives for participation in the meetings of the Joint Working Group, if any, shall bear its own travelling and accommodation expenses.

**ARTICLE 6**  
**CONFIDENTIALITY**

1. Each Party shall strictly observe and comply with the confidentiality and secrecy of all documents, information and any other data received from, or supplied to, the other Party during the period of the implementation of this Memorandum or any other agreements made pursuant to this Memorandum.
2. Both Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this Memorandum.

## **ARTICLE 7**

### **PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

1. The protection of the intellectual property rights shall be enforced in conformity with any existing applicable laws, rules and regulations relating to intellectual property rights.
2. The use of name, logo and/or official emblem of any of the Parties on any publication, document and/or paper is prohibited without the prior written approval of the other Party.
3. Notwithstanding anything in paragraph 1 above, the intellectual property rights in respects of any technological development, products and services development, carried out:
  - (a) jointly by the Parties or with research results obtained through the joint activity effort of the Parties, shall be jointly owned by the Parties in accordance with the terms to be mutually agreed upon; and
  - (b) solely and separately by the Party or with research results obtained through the sole and separate effort of the Parties or with the use of any products which are proprietary to a Party, shall be solely owned by the Party concerned.
4. Either Party may transfer or assign its title or interest in whole or in intellectual property rights covered by this Memorandum to the other Party upon terms to be mutually agreed. Such transfer or assignment must be in writing and shall be effective only upon the written acceptance of the other Party.

## **ARTICLE 8**

### **SUSPENSION**

Each Party reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this Memorandum of Understanding which suspension shall take effect immediately after notification has been given to the other Party.

**ARTICLE 9**  
**REVISION, MODIFICATION AND AMENDMENT**

1. Either Party may request in writing a revision, modification or amendment of all or any part of this Memorandum. Any revision, modification or amendment agreed to by the Parties shall be reduced to writing and shall form part of this Memorandum.
2. Such revision, modification and amendment shall come into force on such date as may be determined by the Parties. Any revision, modification or amendment shall not prejudice the rights and obligations arising from or based on this Memorandum prior or up to the date of such revision, modification or amendment.

**ARTICLE 10**  
**SETTLEMENT OF DISPUTES**

Any difference or dispute between the Parties arising out of the interpretation or implementation or application of any of the provisions of this Memorandum shall be settled amicably through mutual consultation or negotiation between the Parties without reference to any third party.

**ARTICLE 11**  
**EFFECT OF MEMORANDUM OF UNDERSTANDING**

1. This Memorandum serves only as a record of the Parties' intentions and does not constitute or create, and is not intended to constitute or create legally binding obligation under domestic or international law and will not give rise to any legal process and will not be deemed to constitute or create any legally binding or enforceable obligations, express or implied.
2. Notwithstanding anything in subparagraph 1 above, paragraph 2 of Article 5 (Financial Arrangement), Article 6 (Confidentiality), Article 7 (Protection of Intellectual Property Rights), Article 8 (Suspension), Article 9 (Revision, Modification and Amendment) and Article 10 (Settlement of Disputes) shall be binding on the Parties.



**ARTICLE 12**  
**NON-LIABILITY**

To the fullest extent permitted by law, no Party shall be liable to the other Party pursuant to this Memorandum for any loss of profits, business interruption, loss of business information, economic loss or any other indirect, incidental, consequential or special loss or damage, even if the loss or damage was caused, or contributed to, by the first mentioned Party's negligence or breach of this Memorandum.

**ARTICLE 13**

**NOTICES**

1. Notices shall be addressed or sent to the electronic mail address or facsimile number of the Parties as follows:

**(a) To the UNIVERSITAS SRIWIJAYA:**

Address: Jalan Palembang-Prabumulih, KM.32, Indralaya, Kabupaten Ogan Ilir,  
Sumatera Selatan 30662, Indonesia

**(b) To the UNIVERSITI TEKNIKAL MALAYSIA MELAKA:**

Address:

Dean, Fakulti Kejuruteraan Elektronik dan Kejuruteraan Komputer

Universiti Teknikal Malaysia Melaka

Hang Tuah Jaya,

76100 Durian Tunggal,

Melaka

Telephone : 06-555-2100

Facsimile : 06-555-2112

Person in charge: Associate Prof. Dr. Nurulfajar Abd Manap



**ARTICLE 14**  
**MISCELLANEOUS**

The Parties recognise that it is impracticable to make provisions for every contingency which may arise in the course of performance of the provisions hereof and accordingly declare their intention that this Memorandum shall operate between them with fairness and without detriment to the interest of any Party and that each Party shall use its best endeavours to ensure that full effect is given to the terms of this Memorandum in the spirit in which it was agreed.

**ARTICLE 15**  
**ENTRY INTO FORCE, DURATION AND TERMINATION**

1. This Memorandum shall come into operation on the date of its signing and shall remain in force for a term of FIVE (5) years.
2. Notwithstanding anything in this Article, either Party may terminate this Memorandum by notifying the other Party of its intention to terminate this Memorandum by a notice in writing given at least three (3) months prior to its intention to do so.
3. The termination of this Memorandum shall not affect the ongoing activities and/or programmes and commitments which have been agreed upon by the Parties prior to the date of the termination of this Memorandum.

**IN WITNESS WHEREOF**, the undersigned, being duly authorised thereto by the Parties, have signed this Memorandum.

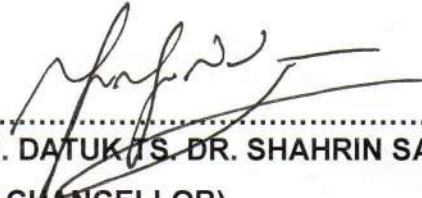
Signed on the 5<sup>th</sup> day of February 2018

**FOR AND ON BEHALF OF THE  
UNIVERSITAS SRIWIJAYA**



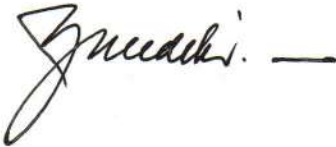
.....  
**PROF. DR. IR. H. ANIS SAGGAFF, MSCE  
(RECTOR)  
UNSRI**

**FOR AND ON BEHALF OF UNIVERSITI  
TEKNIKAL MALAYSIA MELAKA**



.....  
**PROF. DATUK S. DR. SHAHRIN SAHIB  
(VICE CHANCELLOR)  
UTeM**

Witnessed by:-



.....  
**PROF. IR. ZAINUDDIN NAWAWI, Ph.D  
  
VICE RECTOR I (ACADEMIC)**

Witnessed by:-



.....  
**PROF. DATUK IR. DR. MOHD. JAILANI  
BIN MOHD. NOR  
  
DEPUTY VICE CHANCELLOR  
(RESEARCH AND INNOVATION)**

## SCHEDULE A

### JOINT WORKING GROUP

#### UTeM:-

1. Dr. Mohd Riduan Bin Ahmad (Leader)
2. Associate Prof. Muhammad Syahrir Bin Johal
3. Associate Prof. Dr. Azmi Awang
4. Associate Prof. Dr. Mohamad Zoinol Abd. Aziz
5. Dr. Farhan Hanaffi

#### UNSRI:-

1. Prof. Ir. Zainuddin Nawawi, Ph.D
2. Prof. Dr. Ir. Siti Nurmaini, M.T
3. M. Abu Bakar Sidik, S.T. M.Eng. Ph.D
4. M. Irfan Jambak, S.T. M.Eng, Ph.D
5. Dr. Reza Firsandaya Malik, M.T
6. Dr. Deris Stiawan, M.T, Ph.D