

MEMORANDUM OF UNDERSTANDING

BETWEEN



UNIVERSITAS ANDALAS

AND



UNIVERSITI TEKNIKAL MALAYSIA MELAKA

THIS Memorandum of Understanding (hereinafter referred to as this "**MoU**") is made on The 1st day of March 2021

BETWEEN

UNIVERSITAS ANDALAS which for the purpose of this MoU ("hereinafter referred to as UNAND"), and having its address at Jalan Universitas Andalas, Limau Manis, Kec. Pauh, Kota Padang, Sumatera Barat 25163, Indonesia of the one part,

AND

UNIVERSITI TEKNIKAL MALAYSIA MELAKA, an institution 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.



UNAND and UTeM are individually referred to as the "**Party**" and collectively as the "**Parties**".

WHEREAS:-

- A. **UNAND**, a public university was awarded a Grade A for the second time by the National Higher Education Accreditation Body (BAN PT). UNAND was also ranked number 10 among the best universities in Indonesia (Cluster I) according to the Ministry of Research and Higher Education of the Republic of Indonesia ranking.
- B. **UTeM**, a public university offering diploma, undergraduate and post-graduate degree programs in technical fields especially engineering, technology engineering, information technology and techno-entrepreneurship course.
- C. The Parties are desirous of entering into this MoU to declare their respective intentions and to establish a basic of co-operation and collaboration between the Parties upon the terms as contained herein.

ARTICLE 3
IMPLEMENTATION

- 3.1 The Parties agree that the cooperation under this MoU may be carried out in the manner agreed upon by the Parties.
- 3.2 The progress and results achieved from the implementation of this MoU 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

- 4.1 The Parties shall for the purpose of this MoU, establish a Joint Working Group to facilitate the cooperation by overseeing the smooth implementation of this MoU, as specified in **Schedule A** herein.
- 4.2 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.
- 4.3 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 MoU; and
 - (b) Negotiating difficulties and problems arising from the interpretation or implementing or application of this MoU and shall be in accordance to the provisions in Article 12 of this MoU.
- 4.4 The Joint Working Group shall be co-chaired by the Director of UNAND and person to be identified by UTeM. The composition and procedure of the Joint Working Group shall be determined by the Parties.
- 4.5 Parties shall mutually decide when the Joint Working Group will be meeting to review the implementation of this MoU.

THE PARTIES HAVE REACHED THE FOLLOWING UNDERSTANDING:-

ARTICLE 1

OBJECTIVE

Parties, subject to the terms of this MoU and the applicable laws, rules, regulations and national policies in force in both Parties' countries, agree to have a joint cooperation in providing training and education on the basis of equality and mutual benefit.

ARTICLE 2

AREAS OF CO-OPERATION

- 2.1 Each Parties envisage that the collaboration contemplated by this MoU would serve as a forum for collaboration between the Parties for any matter of joint interest vis-à-vis a strategic alliance, in particular to:
- (a) 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, image processing, internet of things (IoT) and other disciplines;
 - (b) Joint research activities;
 - (c) Continuing education programs;
 - (d) Organization and participation in seminars, symposia, short-term academic programs and academic meetings;
 - (e) Exchange of research and educational materials, publications and academic information;
 - (f) Co-operation in undergraduate or postgraduate studies programme such as student mobility, dual or joint degree and joint supervision programme; and
 - (g) Carrying out any other forms of co-operation as may be jointly agreed by the Parties in writing or mutual agreement.

- 4.6 Either Party may request in writing a revision, modification or amendment of all or any members of this Joint Working Group. Any revision, modification or amendment agreed to by the Parties will be reduced into writing and will form part of this MoU.
- 4.7 Upon agreement and negotiations, the activities concerned shall be implemented on a project by project basis subject to the execution of a legally binding specific project agreement (hereinafter referred to as "Specific Project Agreement").
- 4.8 If it is necessary to purchase apparatus or equipment to complete any activity or project under this MoU, either Party may present a list of its requirements to the other Party in writing. The Parties shall then enter into a relevant purchasing agreement subject to and upon the terms mutually agreed upon by the Parties.
- 4.9 Both Parties shall endeavour to facilitate all formalities in connection with the preparation, negotiation and implementation of activities within the framework of this MoU and shall maintain close and direct contact.
- 4.10 Specific projects initiated under this MoU whilst this MoU is in operation shall continue until termination of the relevant specific project agreement and shall continue to remain in force even after expiry or earlier termination of this MoU.

ARTICLE 5

FINANCIAL ARRANGEMENTS

- 5.1 The cost of the cooperative activities under this MoU 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.
- 5.2 Notwithstanding anything in Article 5.1 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

- 6.1 The Parties undertake to observe confidentiality towards other Party not concerned or connected with this MoU. Any Confidential Information disclosed to either Party pursuant to this MoU shall not without prior written consent of the other Party be disclosed to a third party or be used for any purpose not expressly permitted in writing by the other Party.
- 6.2 The confidentiality provisions apply to all Confidential Information exchanged between each Party including any Confidential Information exchanged in preliminary discussion and during negotiations relating to matters within the scope of this MoU. Both Parties agree to adopt the industry's highest standards regarding the disclosure and protection of their Confidential Information.
- 6.3 For the purpose of this clause, 'Confidential Information' includes all technical know-how, financial information and other commercially valuable information in whatever form including, but not limited to, unpatented inventions, trade secrets, formulae graphs, drawings, designs, tables, flow charts, process charts, models, know-how copyright in and to documents/software and other materials of whatever description which the Disclosing Party claims is confidential to itself or over which it has full control and includes all other such information that may be in the possession of the Disclosing Party's employees or management.
- 6.4 'Disclosing Party' means the Party which is disclosing its Confidential Information to the other Party.
- 6.5 'Receiving Party' means the Party which is receiving Confidential Information from the other Party.
- 6.6 The obligation of this confidentiality shall not apply under the following circumstances:
- (a) the Confidential Information was previously known to the Receiving Party without restriction prior to receipt hereunder as evidenced by the records of the Receiving Party;

- (b) the Confidential Information is now or hereafter becomes available to the public in the form of a printed publication through no breach of this MoU;
- (c) the Confidential Information is subsequently disclosed to the Receiving Party without restriction by a third party having lawful right to disclose such information; and
- (d) the Confidential Information is required by law to be disclosed.

ARTICLE 7

PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 7.1 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.
- 7.2 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.
- 7.3 Notwithstanding anything in Article 7.1 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.
- 7.4 Either Party may transfer or assign its title or interest in whole or in intellectual property rights covered by this MoU 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 MoU which suspension shall take effect immediately after notification has been given to the other Party.

ARTICLE 9
NO AGENCY

Nothing contained herein is to be construed so as to constitute a joint venture partnership or formal business organization of any kind between the Parties or so to constitute either Party as the agent of the other.

ARTICLE 10
REVISION, MODIFICATION AND AMENDMENT

- 10.1 Either Party may request in writing a revision, modification or amendment of all or any part of this MoU. Any revision, modification or amendment agreed to by the Parties shall be reduced to writing and shall form part of this MoU.
- 10.2 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 MoU prior or up to the date of such revision, modification or amendment.

ARTICLE 11
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 MoU shall be settled amicably through mutual consultation or negotiation between the Parties without reference to any third party.

ARTICLE 12
EFFECT OF MEMORANDUM OF UNDERSTANDING

- 12.1 This MoU 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.
- 12.2 Notwithstanding anything in Article 12.1 above, Article 5.2, Article 6, Article 7, Article 8, Article 9, Article 10 and Article 11 shall be binding on the Parties.

ARTICLE 13
NON-LIABILITY

To the fullest extent permitted by law, no Party shall be liable to the other Party pursuant to this MoU 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 MoU.

ARTICLE 14
ENTRY INTO FORCE, DURATION AND TERMINATION

- 14.1 This MoU shall come into operation on the date of its signing and shall remain in force for a term of **five (5) years** or until the activities under Articles 1 and 2 of this MoU have been completed or ended in accordance with Article 12 herein, whichever is earlier.
- 14.2 Specific projects initiated under this MoU whilst this MoU is in operation shall continue until termination of the relevant specific project agreement and shall continue to remain in force even after the expiry of this MoU.
- 14.3 This MoU may be extended for a further period at the instance of both Parties on the same or varied terms, as may be agreed in writing by the Parties.

14.4 Notwithstanding anything in this Article, either Party may terminate this MoU by notifying the other Party of its intention to terminate this MoU by a notice in writing given at least **three (3)** months prior to its intention to do so.

14.5 The termination of this MoU 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 MoU.

ARTICLE 15
CONFLICT OF INTEREST

The Parties will take measures to ensure that no holder of both agencies, current or past, may derive any undue benefit from this MoU.

ARTICLE 16
GOVERNING LAW

This MoU will be interpreted pursuant to and in accordance with the laws of Malaysia and Indonesia, respectively.

ARTICLE 17
NOTICES

Any communication under this MoU will be in writing in the English language and delivered by registered mail to the address or sent to the electronic mail address or facsimile number or as shown below or to such other address or electronic mail address or facsimile number as either Party may have notified the sender and shall, unless otherwise provided herein, be deemed to be duly given or made when delivered to the recipient at such address or electronic mail address or facsimile number which is duly acknowledged:

- (a) **To UNIVERSITAS ANDALAS:**
Address : Fakultas Teknik
Kampus Unand Limau Manih,
Padang, 25163, Indonesia
Telephone : +62-751-72497
Fax : -

Email : verasurtia@eng.unand.ac.id

Person In Charge : Professor Vera Surtia Bactiar, Ph.D

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

Address : Faculty of Electronics and Computer Engineering
Universiti Teknikal Malaysia Melaka
Hang Tuah Jaya,
76100 Durian Tunggal,
Melaka, Malaysia

Telephone : 06-555-2100

Fax : 06-555-2112

Email : masrullizan@utem.edu.my

Person in charge : Profesor Madya Dr. Masrullizan bin Mat Ibrahim.

ARTICLE 18

E-COMMUNICATION AND SIGNATURE

The Parties hereby acknowledge the use of electronic communications and electronic signatures as equivalent to a written signature on paper. The Parties also acknowledge and agree that electronic communications is an accepted means of communication for communication of information between the Parties without any usage of papers. Any electronic communication and signature that has been transmitted or signed earlier, present and in the future, shall have the same authority and effect as the undersigned signature.

ARTICLE 19

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 MoU 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 MoU in the spirit in which it was agreed.

ARTICLE 20
GOVERNING LANGUAGE

This MoU has been executed in English. If any translation of this MoU conflicts with the English version or contains terms in addition to or different from the English version, the English version shall prevail.

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IN WITNESS WHEREOF, the Parties have caused this MoU to be signed in their respective names as of the day and year first above written.

Signed on the 23 day of APRIL 2021

FOR AND ON BEHALF OF
UNIVERSITAS ANDALAS



.....
PROFESSOR DR. YULIANDRI, MH

RECTOR

FOR AND ON BEHALF OF
UNIVERSITI TEKNIKAL MALAYSIA
MELAKA

.....
PROFESSOR DATUK WIRA DR. RAHA

BINTI ABDUL RAHIM

VICE CHANCELLOR

Witnessed by:-

.....
DR. HEFRIZAL HANDRA

VICE RECTOR FOR COOPERATION

Witnessed by:-

.....
PROFESSOR DR. ZULKIFILIE BIN

IBRAHIM

DEPUTY VICE CHANCELLOR

(ACADEMIC & INTERNATIONAL)

SCHEDULE A
JOINT WORKING GROUP

UTeM:-

1. Ir. Dr. Ridza Azri Ramlee (Leader)
2. Associate Prof. Dr Masrullizam Bin Mat Ibrahim
3. Dr. Ahmad Sadhiqin Bin Mohd Isira
4. Dr. Noor Azwan Bin Shairi
5. Dr. Amat Amir Bin Basari
6. Dr. Mohd Riduan Bin Ahmad
7. Ahamed Fayeez Bin Tuani Ibrahim
8. Dr. Farid Arafat bin Azidin

UNAND:-

1. Prof. Dr.Eng Gunawarman (Leader)
2. Prof. Vera Surtia Bachtiar, Ph.D
3. Dr.Eng Eka Satria
4. Dr.Eng Slamet Rahardjo
5. Prof. Ariadi Hazmi
6. Dr.Eng Muhammad Ilhamdi Rusydi
7. Feri Afrinaldi, Ph.D
8. Dr.Eng Junaidi
9. Rizki Aziz, Ph.D
10. Devi Chandra, Ph.D
11. Aulia, Ph.D
12. Firman Ridwan, Ph.D