

MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITI MALAYSIA PAHANG

AND

UNIVERSITAS ANDALAS, INDONESIA

This Memorandum of Understanding is made in

21 NOV 2018



BETWEEN

UNIVERSITI MALAYSIA PAHANG (hereinafter referred to as "**UMP**"), an institution of higher learning established under the Universities and University Colleges Act 1971 whose address is at Canseleri Tun Abdul Razak, 26600 Pekan, Pahang Darul Makmur, Malaysia and shall include its lawful representatives and permitted assigns, of one part;

AND

UNIVERSITAS ANDALAS (hereinafter referred to as "**UNAND**"), a leading university in Indonesia, whose address is at Kampus Limau Manis, Padang 25163, West Sumatera, Indonesia and shall include its lawful representatives and permitted assigns; of the other part.

UMP and UNAND hereinafter referred to singularly as "the Party" and collectively as "the Parties".

WHEREAS

- A. **UMP** is a competency-based technical university that specializes in the fields of engineering and technology, which strives to enhance and strengthen its internationalization linkage and has taken various initiatives to complement its educational excellence. **UMP** has entered into various collaborative arrangements with other parties to enhance its academic and research activities.

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- B. **UNAND** is a leading university in Indonesia and committed to providing an international standard education with international learning experience that makes positive contributions to the international community by recognizing and rewarding the most creative and value-adding talents, providing the international standard teaching, learning and research experience that fosters excellence in scholarship, innovation and entrepreneurship, creating outstanding practitioners and leaders for international community, conducting professional services with an emphasis on application of sciences, engineering, technology, social sciences and humanities to the society and improving the quality of life of Indonesians and the international community.
- C. The Parties are desirous of entering into this Memorandum of Understanding to declare their respective intentions and to establish a basis of co-operation and collaboration between the Parties upon the terms as contained herein.

HAVE REACHED AN UNDERSTANDING as follows:

ARTICLE I

OBJECTIVE

The Parties, subject to the terms of this Memorandum of Understanding and the laws, rules, regulations and national policies from time to time in force in each Party's country, will endeavor to strengthen, promote and develop particularly in academic and research co-operation between the Parties on the basis of equality and mutual benefit.

ARTICLE II

AREAS OF CO-OPERATION

1. Each Party will, subject to the laws, rules, regulations and national policies from to time to time in force, governing the subject matter in their respective countries, endeavor to take necessary steps to encourage and promote co-operation in the following areas:

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a) Faculty Exchange

- i. UMP shall invite faculty from UNAND for teaching and/or research visits to their respective departments of (international) economics, engineering and social sciences in the scheme of exchange and vice versa.
- ii. The duration of faculty exchange is 2 (two) to 4 (four) weeks, which will be discussed and agreed by the Parties upon each exchange.
- iii. The exact number of exchange faculty will be agreed by the Parties. Both Parties agree to maintain the balance number of the exchange faculty over the term of the Memorandum of Understanding.
- iv. During the exchange, the international travel expenses shall be borne by the home institutions while the host institutions will provide accommodation. Availability of funding from the receiving institution shall be determined at the time of invitation.
- v. Each faculty exchange participant must submit proof of medical insurance coverage during the exchange period as required by home and host country law. It is understood that the host institution accepts no responsibility or liability for providing health care services and health care insurance for visiting faculties.
- vi. Exchange faculty shall be responsible for obtaining any necessary visas and otherwise complying with all immigration laws and regulations of the country of the receiving institution. The receiving institution shall cooperate in such efforts, but shall not have any responsibility to assure the granting of any visas, permits or approvals.
- vii. Should any faculty collaboration result in any potential for intellectual property, the parties shall immediately meet through designated representatives and seek an equitable and fair understanding as to ownership and other property interests that may arise. Any such discussions shall at all times strive to preserve a harmonious and continuing relationship between the parties.
- viii. During the exchange, the exchanged faculty member remains as an employee of the home institution and the host institution is not obliged to give salary to said faculty member.

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b) Student Exchange

- i. The Parties agree to exchange students for the length of one semester. The number of students exchanged per annum should be approximately equal; minor imbalances may be adjusted where resource permits.
- ii. Neither Party to the exchange agreement shall levy tuition or other state fees on guest students.
- iii. In the event of the number of interested students of either university exceeding the limits of the exchange agreement, those students will go through normal procedure to apply for studying at the host university. In this case, tuition fees may apply.
- iv. Transportation and living expenses, costs of accommodation and health insurance, and other study costs (e.g. contributions to the local student welfare organization) shall be borne by the visiting students. Visiting students are required to participate in the student health plan offered or approved by the host institution. Parties to the agreement shall undertake efforts to locate housing for the guest students.
- v. The host institution will assist exchange students to find suitable accommodation that support safe and positive studying environment.
- vi. The home institution shall propose students qualified for the exchange to the host institution no later than six months prior to the beginning of the following academic year. Visiting students shall be registered as full-time students at the host institution.
- vii. The host institution reserves the right to reject candidates because of existing restrictions on admission within an academic discipline. In this case, the home institution may propose further candidates or may suggest an alternative course of study for its students. Visiting students shall have the same rights and duties as host institution students. Students who wish to take the ordinary final examinations or enroll in a degree program at the host institution must have undergone the normal admission procedures of that institution.

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- viii. The anticipated student exchange programs between the Parties to this Memorandum of Understanding shall be open to undergraduate and graduate students. The programs shall be developed according to the following general guidelines:
- a. Academic achievements at the host university shall be considered by the home university so that they may be recognized by the home university according to the latter's standards and procedures.
 - b. Exchange students must meet the admissions criteria of the host university. Prospective exchange students shall submit their qualifications to the host university and clarify the academic program for their stay with the appointed faculty member at the host institution. Formal acceptance of each student by the host institution must precede the student's enrollment at the host institution.
- ix. Exchange students shall be responsible for obtaining any necessary visas and otherwise complying with all immigration laws and regulations of the country of the receiving institution. The receiving institution shall cooperate in such efforts, but shall not have any responsibility to assure the granting of any visas, permits or approvals.
- x. Exchange students shall be subject to all regulations, rules and standards of academic performance and personal conduct of students at the host institution. Exchange students who violate any such regulations, rules or standards are subject to expulsion from the exchange program, and if expelled, must immediately return to their home country. The expulsion shall not abrogate the agreement or the arrangements regarding other visiting students.
- xi. Official transcripts will be sent to the student's Home Institution at the conclusion of each semester or the end of the academic year. The Parties also agree to send the last transcript of the expelled student as stipulated on Article 2 verse 1.b.xi of this Memorandum of Understanding.
- c) **Joint International Conference Committee.** The details of this activity will be elaborated in a separated agreement.

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ARTICLE III
FINANCIAL ARRANGEMENTS

1. This Memorandum of understanding will not give rise to any financial obligation by one Party to other.
2. Each Party will bear its own cost and expenses in relation to this Memorandum of understanding.

ARTICLE IV
EFFECT OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding serves only as a record of the Parties' intentions and does not constitute or create, and is not intended to constitute or create, obligations 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 except for Article VII (Protection of Intellectual Property Rights), VIII (Confidentiality), IX (Suspension) and X (Settlement of Dispute) which are legally binding.

ARTICLE V
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.

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ARTICLE VI

ENTRY INTO EFFECT AND DURATION

This Memorandum of Understanding shall come into force on the date of signing and shall remain in effect for a period of five (5) years with the understanding that either Party may terminate this Memorandum of Understanding with six (6) months' written notice unless an earlier termination is mutually agreed upon. Any students who have enrolled study at UMP or UNAND before the date of termination shall not be affected by the termination of this Memorandum of Understanding

ARTICLE VII

PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

1. The protection of intellectual property rights (any invention, copyright, trade secret, or any other form of intellectual property) shall be enforced in conformity with the respective national laws, rules and regulations of the Parties and with other international agreements signed by both Parties.
2. The use of the 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 either Party.
3. Notwithstanding anything in paragraph 1 above, the intellectual property rights in respect of any technological development, and any products and services development, carried out-
 - i. jointly by the Parties or 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
 - ii. solely and separately by the Party or the research results obtained through the sole and separate effort of the Party, shall be solely owned by the Party concerned.

Sign	
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ARTICLE VIII
CONFIDENTIALITY

1. Each Party shall undertake to observe the confidentiality and secrecy of documents, information and other data received from or supplied to, the other Party during the period of the implementation of this Memorandum of Understanding or any other agreements made pursuant to this Memorandum of Understanding.
2. For purposes of paragraph 1 above, such documents, information and data include any document, information and data which is disclosed by a Party (the Disclosing party) to the other Party (the Receiving party) prior to, or after, the execution of this Memorandum of Understanding involving technical, business, marketing, policy, knowhow, planning, project management and other documents, information, data and/or solutions in any form, including but not limited to any document, information or data which is designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving party or if orally given, is given in the circumstances of confidence.
3. Both parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this Memorandum of Understanding.

ARTICLE IX
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 through diplomatic channels.

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ARTICLE X
SETTLEMENT OF DISPUTES

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this Memorandum of Understanding shall be settled amicably through mutual consultation and/or negotiations between the Parties through diplomatic channels, without reference to any third party or international tribunal.

ARTICLE XI
NOTICES

Any communication under this Memorandum of Understanding 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 the case may be, 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:

To: Fakulti Pengurusan Industri
 Universiti Malaysia Pahang
 Lebuhraya Tun Razak
 26300 Gambang
 Kuantan
 Pahang Darul Makmur
 Malaysia
 Tel no: 095492258
 Fax no: 095492167
 Email: mridzuand@ump.edu.my

Sign	
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To: **Universitas Andalas**
Kampus Limau Manis
Padang 25163
West Sumatera
Indonesia
Telp no: 075171181, 075171175
Fax no: 075171085
Email: rektor@unand.ac.id

ARTICLE XI
MISCELLANEOUS

1. Annexes to this Memorandum of Understanding (if any) are parts that cannot be separated and have the same legal force and as binding as other provisions of this Memorandum of Understanding.
2. In the event of an inconsistency between the terms and conditions of the Annexes and the Memorandum of Understanding the Memorandum of Understanding shall prevail.
3. The Parties guarantee that the Parties are represented by the authorized persons indicated as signing this Memorandum of Understanding.

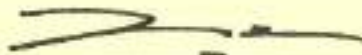
Sign	
UMP	UNAND

The Parties to this Memorandum of Understanding hereby confirm their agreement to its terms by the following signatures:

SIGNED by

for and on behalf of

**UNIVERSITI MALAYSIA PAHANG
MALAYSIA**



**Prof. Dato' Sri Ts. Dr. Daing
Mohd Nasir Bin Daing Ibrahim
Vice Chancellor**

Date: _____

SIGNED by

for and on behalf of

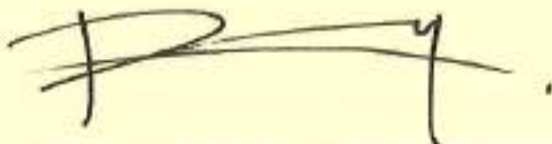
**UNIVERSITAS ANDALAS
INDONESIA**



**Prof. Dr. Tafdil Husni
Rector**

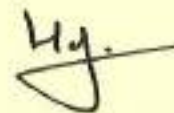
Date: _____

In the Presence of



**Prof. Madya Dr. Mohd Ridzuan bin Darun
Dean
Faculty of Industrial Management**

In the Presence of



**Dr. Harif Amali Rival
Dean
Faculty of Economy**