

MEMORANDUM OF UNDERSTANDING

between



UNIVERSITI KEBANGSAAN MALAYSIA

and



**UNIVERSITAS SRIWIJAYA,
INDONESIA**

**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNIVERSITI KEBANGSAAN MALAYSIA
AND
UNIVERSITAS SRIWIJAYA**

Number 0047/UN9/MoU/LN/2022

THIS MEMORANDUM OF UNDERSTANDING is made on this 1st day of December 2022

Between

UNIVERSITI KEBANGSAAN MALAYSIA (hereinafter referred to as "**UKM**"), an institution of higher learning established under the Universities and University Colleges Act 1971 [Act 30], and having its address at 43600 UKM Bangi, Selangor Darul Ehsan, MALAYSIA, of the one part;

And

UNIVERSITAS SRIWIJAYA (hereinafter referred to as "**UNSRI**"), a higher education institution established pursuant to the Government Regulation Number 42 of 1960 dated 29 October 1960, and having its address at Jalan Palembang-Prabumulih Km 32 Inderalaya, Ogan Ilir, South Sumatra, INDONESIA, of the second part.

UKM and **UNSRI** shall hereinafter be referred to singularly as "the Party" and jointly as "the Parties".

WHEREAS:

- A. **UKM** is one of five research universities in Malaysia with a strategic direction to be regional leader in academic and research excellence. In taking various initiatives to enhance its academic and research capabilities, **UKM** has established partnerships with various organisations. **UKM** through its faculties and institutes offers undergraduate and postgraduate courses in various fields. **UKM**, for the purpose of this Memorandum of Understanding, is being represented by its Faculty of Education, Fuel Cell Institute and Faculty of Medicine, which having address at Jalan Yaacob Latif, Bandar Tun Razak, 56000 Cheras, Kuala Lumpur, MALAYSIA through its Department of Ophthalmology.
- B. **UNSRI** is a research university in Indonesia, which is in South Sumatra Province and includes the well-known universities in Indonesia. **UNSRI** been working with various parties to support the vision and mission of the university. **UNSRI** for the purpose of this Memorandum of Understanding is represented by the Faculty of Mathematics and Natural Sciences (MIPA) and Faculty of Medicine.
- C. This Memorandum of Understanding is made in furtherance of the Memorandum of Understanding between the Parties dated 20th November, 2015 in order to continue

- D. The Parties shall at all times for the common benefit of the Parties agree to use their best endeavour to ensure the success of this Memorandum of Understanding.
- E. 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.

NOW THE PARTIES HEREBY AGREE AS FOLLOWS:

**ARTICLE 1
SCOPE OF COOPERATION**

- 1.1 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 endeavour to strengthen, promote and develop academic and research cooperation, training and cultural dissemination between the Parties on the basis of equality and mutual benefit.
- 1.2 Each Party will endeavour to take necessary steps to encourage and develop academic exchange in the area of education and research, and have agreed upon the following activities attached in **Appendix A** of this Memorandum of Understanding.
- 1.3 The Parties agree that the list of activities attached in **Appendix A** and the list of faculties involved under the implementation of this Memorandum of Understanding may be added from time to time with the mutual agreement of the Parties.

**ARTICLE 2
IMPLEMENTATION AND ADMINISTRATIVE COORDINATORS**

- 2.1 The Parties agree to appoint from each Party an overall Administrative Coordinator for the administration of this Memorandum of Understanding. The Coordinators will serve as the contact person on campus, being responsible for implementing the decisions and ensuring that necessary approvals are in place, and overseeing the productive stay of the visiting experts and arrangements associated with their visits.
- 2.2 In order to enable faculty-driven planning and implementation of the activities mentioned in **Appendix A**, meetings, mutual visits and research workshops between the faculties of both Parties will be conducted.

**ARTICLE 3
FINANCIAL ARRANGEMENT**

- 3.1 This Memorandum of Understanding will not give rise to any financial obligation by one Party to the other and each Party will bear its own cost and expenses in relation to the academic activities under this Memorandum of Understanding.

- 3.2 Notwithstanding the provision of sub-article 3.1, the Parties agree to discuss and further negotiate before implementing any specific academic or research program(s) on specific budget.
- 3.3 Any intellectual property developed on collaborative research conducted under this Memorandum of Understanding or any contracts pertaining to fee for services rendered will be addressed on a case-by-case basis under separate agreements.

ARTICLE 4 PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 4.1 The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations of the Parties and with other international agreements signed by the government or the authorised organisation in the Parties' country.
- 4.2 The use of the name, logo and/or official emblem of **UKM** or **UNSRI** as the case may be, on any publication, document and/or paper is prohibited without the prior written approval of the respective Party.
- 4.3 The intellectual property rights in respect of any technological development, products and services development, developed –
- i. jointly by the Parties, or any research results obtained through the joint activity effort of both the Parties, shall be addressed on a case-by-case basis under separate written agreements;
 - ii. solely and separately by **UKM** or **UNSRI**, or any research results obtained through the sole and separate effort of **UKM** or **UNSRI**, as the case may be, shall be solely owned by the Party concerned; and
 - iii. rights in intellectual property developed by students in the course of exchanges, collaborative or research activities shall be dealt in accordance with the rules and regulations of the Parties.
- 4.4 The Parties shall acknowledge one another in any form of writing, publication or presentation based on, or derived from, the collaborative research between the Parties.

ARTICLE 5 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.

ARTICLE 6
REVISION, MODIFICATION AND AMENDMENT

- 6.1 Any revision, modification or amendment agreed to by the Parties shall be in writing and shall form part of this Memorandum of Understanding.
- 6.2 Either Party may request in writing a revision, modification or amendment of all or any part of this Memorandum of Understanding.
- 6.3 Such revision, modification or amendment shall come into force on such date as may be determined by the Parties by mutual agreement.
- 6.4 Any revision, modification or amendment shall not prejudice the rights and obligations arising from or based on this Memorandum of Understanding before or up to the date of such revision, modification or amendment.

ARTICLE 7
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 written notification has been given to the other Party.

ARTICLE 8
SETTLEMENT OF DISPUTES

Any difference or dispute between the Parties concerning the interpretation and/or application of any of the provision of this Memorandum of Understanding shall be settled amicably through mutual consultation and/or negotiations between the Parties without reference to any third party.

ARTICLE 9
DURATION AND TERMINATION

- 9.1 This Memorandum of Understanding shall come into force on the date of signing and shall remain in force for a period of five (5) years subject to review and modification as mutually agreed upon.
- 9.2 Thereafter, if the Parties hereto wish to extend the terms of this Memorandum of Understanding, they shall do so by an express covenant in writing.
- 9.3 Notwithstanding anything in this Article, either Party may terminate this Memorandum of Understanding by notifying the other Party to its intention to

terminate this Memorandum of Understanding by a notice in writing, at least six (6) months prior to its termination date. Termination shall be without penalty.

- 9.4 Such notice of termination does not affect any individual students who have already commenced or been accepted by either Party.

ARTICLE 10 NOTICES

Any communications 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 of UNIVERSITI KEBANGSAAN MALAYSIA or UNIVERSITAS SRIWIJAYA, as 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 UKM:

Director
Fuel Cell Institute
Universiti Kebangsaan Malaysia
43600 UKM Bangi
Selangor Darul Ehsan
MALAYSIA

Telephone: +603-8911 8030
Facsimile: +603-8911 8530
E-mail : pghisf@ukm.edu.my

or: Dean
Faculty of Education
Universiti Kebangsaan Malaysia
43600 UKM Bangi
Selangor Darul Ehsan
MALAYSIA

Telephone: +603-8921 6244
Facsimile: +603-8925 4372
E-mail: dfpend@ukm.edu.my

or: Dean
Faculty of Medicine
Universiti Kebangsaan Malaysia
Jalan Yaacob Latif, Bandar Tun Razak
56000 Cheras
Kuala Lumpur
MALAYSIA

Telephone: +603 – 9145 5021
Facsimile: +603 – 9145 6647
E-mail: dekanfp@ppukm.ukm.edu.my

To UNSRI:

Rector
Universitas Sriwijaya
Jalan Palembang-Prabumulih Km. 32 Inderalaya
Ogan Ilir, South Sumatera
INDONESIA

Telephone: +62 711 580169
Facsimile: +62 711 580644
E-mail : badia_perizade@unsri.ac.id

**ARTICLE 11
RELATIONSHIP OF THE PARTIES**

- 11.1 The Parties record that it is not their intention that this Memorandum of Understanding creates any partnership, agency or other relationship between them under which either Party might be deemed to be responsible for the acts or omissions of the other Party and this Memorandum of Understanding should not be construed as to render the Parties liable as partners or as creating any partnership, agency or other similar relationship.
- 11.2 Notwithstanding anything in this Memorandum of Understanding, a Party shall at no time underwrite or guarantee or be in any way directly or indirectly responsible or deemed to be responsible for all or any of the debts, liabilities or obligations incurred by the other Party from time to time.

ARTICLE 12
FORCE MAJEURE

No Party hereto shall be held responsible or liable or be deemed to be in default or in breach of this Memorandum of Understanding for its delay, failure or inability to meet any of its obligations under this Memorandum of Understanding (other than any obligation to pay money as mutually agreed in writing) caused by or arising from any cause which is unavoidable or beyond the reasonable control of such party, including war, warlike operations, riot, insurrection, orders of government, strikes, lockouts, public health emergencies, quarantines, disturbances or any act of God or other cause which frustrates the performance of this Memorandum of Understanding.

ARTICLE 13
GENERAL

- 13.1 Any provisions of this Memorandum of Understanding which are held to be illegal or otherwise in conflict with any laws, statutes or regulations shall be deemed to be severed from the remainder of the Memorandum of Understanding and the validity of the remaining provisions shall not be affected.
- 13.2 Neither Party must make false or misleading representations or statements.
- 13.3 Neither Party to this Memorandum of Understanding shall assign or purport to assign any right under this Memorandum of Understanding without the prior written approval of the other Party.
- 13.4 The Parties hereby confirm their express agreement that this Memorandum of Understanding and all documents directly or indirectly related thereto be drawn up in English.
- 13.5 Each of the Parties hereto confirms its intention to promote the best interests of the Parties hereto and to consult fully on all matters materially affecting the areas of co-operation. Each of the Parties hereto shall act in good faith towards the other Party in order to promote the success of the contemplated co-operation.

[THE REST OF THIS PAGE HAS BEEN LEFT BLANK]

IN WITNESS WHEREOF, the undersigned being duly authorised thereto, have signed this Memorandum of Understanding on the day and year first above written.

Signed on behalf of
UNIVERSITI KEBANGSAAN MALAYSIA:

**PROF. DATO' GS. TS. DR.
MOHD. EKHWAN HJ. TORIMAN**
Vice- Chancellor
Universiti Kebangsaan Malaysia

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] UNIVERSITI]
] KEBANGSAAN]
] MALAYSIA]
] The National University]
] of Malaysia]

In the presence of:

PROF. DATO' DR. WAN KAMAL MUJANI
Deputy Vice-Chancellor
(Research & Innovation Affairs)
Universiti Kebangsaan Malaysia

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] KEBANGSAAN]
] MALAYSIA]
] The National University]
] of Malaysia]



Signed on behalf of
UNIVERSITAS SRIWIJAYA, INDONESIA:

PROF. DR. IR. ANIS SAGGAFF, MSCE.
Rector
Universitas Sriwijaya

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] UNIVERSITAS SRIWIJAYA]
] REKTOR]

In the presence of:

PROF. DR. IR. MUHAMMAD SAID, M.Sc.
Vice Rector for Planning and Cooperation Affairs
Universitas Sriwijaya

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APPENDIX A

THE LIST OF ACTIVITIES BETWEEN UNIVERSITI KEBANGSAAN MALAYSIA AND UNIVERSITAS SRIWIJAYA, INDONESIA

Based upon principles of international educational exchange (mutual respect and benefit, co-operation, collaboration, and understanding), Universiti Kebangsaan Malaysia and Universitas Sriwijaya, agree to explore the following collaborative activities:

- 1) Develop platform for postgraduate studies and UNSRI doctoral students subject to the terms and conditions applicable to UKM and recognised by the UKM Senate;
- 2) Weaving strategic alliances through joint research and international publications;
- 3) Exchange of lecturers and joint supervision by lecturers / professors;
- 4) Implementation of mobility / attachment of undergraduates, graduates and researchers;
- 5) Development of autonomous research, development of expertise and increasing human capital development;
- 6) Strengthen international cooperation (Indonesia and Malaysia);
- 7) Invitation to attend the educational programs including but not limited to the Continuing Medical Education (CME) conducted by either Party;
- 8) Permission for the undergraduate and post graduate students of UNSRI to observe the treatment provided to the patient in Hospital Canselor Tuanku Muhriz, UKM;
- 9) Other academic and educational exchange programs approved as suitable by both institutions; and
- 10) Any other areas of co-operation to be mutually agreed upon by the Parties (if any).

Terms of co-operation

The terms of co-operation for each specific activity implemented under this Memorandum of Understanding shall be mutually discussed and agreed upon by both Parties prior to the initiation of that activity.

The lists of activities are not exhaustive and may be added from time to time with the mutual agreement of the Parties.