MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITAS MUHAMMADIYAH JAKARTA
INDONESIA

AND

AR-RAYYAN PITTAYANUSORN SCHOOL,
THAILAND
MEMORANDUM OF UNDERSTANDING
BETWEEN
UNIVERSITAS MUHAMMADIYAH JAKARTA, INDONESIA
AND
AR-ROYYAN PITTAYANUSORN SCHOOL, THAILAND

This Memorandum of Understanding (hereinafter referred to as MoU) is made on this 1st day of September 2016.

between

UNIVERSITAS MUHAMMADIYAH JAKARTA, INDONESIA (hereinafter referred to as “UMJ”), a private university established under Central Board of Muhammadiyah located at JALAN KH AHMAD DAHLAN, CIRENDEU, CIPUTAT, TANGERANG SELATAN, INDONESIA and shall include its lawful representatives and permitted assigns;
of the first part (hereinafter be referred to singularly as ‘Party’ and jointly as the ‘Parties’).

and

AR-ROYYAN PITTAYANUSORN SCHOOL, THAILAND (hereinafter referred to as “ARP”), a school which is located 496 Moo1, Khao Kram Sub-district, Muang District, Krabi, Thailand 81000, on the other part;

RECOGNISING the existing friendly relations between the Parties

DESIRING to strengthen and further develop co-operation between the Parties in the field of education.

BELIEVING that such cooperation would serve their common interests;

NOW THEREFORE PURSUANT THERETO, the Parties hereby agree as follows:

1. SCOPE AND FIELDS OF ACADEMIA COOPERATIONS

1.1 The Parties, hereby agree to implement within the framework of the rules and regulations applicable in each of the institutions and subject to available of funds and resources, the following programmes and activities, which may include, but not limited to:
international community service program for UMJ students in collaboration with ARP;
(b) sister school program with Muhammadiyah schools in Jakarta;
(c) student and/or academic and administrative staff exchanges;
(d) collaborative professional development;
(e) exchange of publication, reports and other academic materials and information;
and
(f) other activities and programmes in areas of mutual interest, benefiting both parties

1.2 It is agreed that the terms and conditions of any agreed programme and activity contemplated in this MoU shall be the subject matter of separate agreements to be negotiated and agreed upon by the Parties and/or any third parties, whenever applicable, provided always the decision whether to initiate and/or implement or activity shall be at the sole discretion of each Party.

1.3 The Parties agree to designate, on behalf of each institution, a coordinator whose responsibility will be to supervise the execution of this MoU and to draw up programmes or activities to be implemented under this MoU, setting out specific provisions concerning the exchange programmes, budget requirements and details of funding. For this purpose, the coordinator for ARP is the School Principal and for UMJ is the Rector.

2.  FINANCIAL ARRANGEMENTS

2.1 The Parties acknowledge that in the absence of any specific agreement in writing to the contrary, each Party will be responsible for its own costs and expenses in establishing and conducting programmes and activities contemplated under this MoU, including its own costs and expenses in travel and accommodation.

3.  NON CONTRACTUAL NATURE OF RELATIONSHIP

3.1 This MoU serves only as a record of the Parties’ intentions and does not constitute or create, and is not intended to constitute or to 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.

4. PROTECTION OF INTELECTUAL 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 both Parties.

4.2 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.

4.3 Notwithstanding anything in paragraph 1 above, the intellectual property rights in respect of any technological development and any products and services development, carried out-

(a) 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

(b) 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.

5. CONFIDENTIALITY

5.1 The Parties agree and undertake to keep confidential at all times any information or data that may be exchanged, acquired or shared in connection with any programs and activity conducted pursuant to this MoU save where the same is already in public domain.

5.2 The Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this MoU.
9. MISCELLANEOUS

9.1 This MoU may be modified, varied or amended at any time after due consultation and with written agreement of both Parties.

9.2 The Parties acknowledge that all visits or exchange of staff, students or administrator will be subjected to compliance with the entry and visa regulations of the Party’s respective countries and the Party’s requirement with respects to staff and student visits.

IN WITNESS WHEREOF, the undersigned, being duly authorised by their respective organisations, sign this MoU on the date as above written.
9. MISCELLANEOUS

9.1 This MoU may be modified, varied or amended at any time after due consultation and with written agreement of both Parties.

9.2 The Parties acknowledge that all visits or exchange of staff, students or administrator will be subjected to compliance with the entry and visa regulations of the Party’s respective countries and the Party’s requirement with respects to staff and student visits.

IN WITNESS WHEREOF, the undersigned, being duly authorised by their respective organisations, sign this MoU on the date as above written.
Signed by,
for and on behalf of the

UNIVERSITAS MUHAMMADIYAH
JAKARTA

DR. HERWINA BAHAR, MA
Dean of Education Faculty

In the presence of:

Name : DR. ISWAN, M.SI
Position : Vice Dean II, of Education Faculty

Date: September 4th, 2016

Signed by,
for and on behalf of the

AR-RAYYAN PITTAYANUSORN SCHOOL
KRABI

MR. SAMAERT SOTHENG
Principal

In the presence of:

Name : Mr. Bundit Jaidee
Position : Manager
Signed by the Dean and the Head of the Faculty of Education, Universitas Negeri Jakarta.

Dr. Ir. F. R. M., M.Pi.
Dean of Education Faculty

Name: M. Yahya Sabil
Position: Dean of Faculty

Date: September 20, 2016