MEMORANDUM OF UNDERSTANDING  
between  
POLYTECHNIC MERLIMAU, MALAYSIA  
and  
UNIVERSITY OF MUHAMMADIYAH JAKARTA  
INDONESIA  

This MEMORANDUM of UNDERSTANDING is entered into and executed this Monday of October 07, 2019, in the City of Jakarta – Indonesia by and between:

1. Tuan Haji Rosli bin Hamid is a Director of Politeknik Merlimau, Malaysia, based in Melaka, Malaysia, in this case acting for and on behalf Politeknik Merlimau, Malaysia, hereinafter referred to as the First Party.

2. Prof. Dr. H. Syaiful Bakhri, S.H., M.H is a Rector of University of Muhammadiyah Jakarta, Indonesia based in Jakarta, Indonesia, in this case acting for and on behalf of University of Muhammadiyah Jakarta, hereinafter referred to as the Second Party.

To implement the provisions described in the Agreement of Scholarly Exchange and Collaboration between Politeknik Merlimau, Malaysia (PMM), and University of Muhammadiyah Jakarta (UMJ), Indonesia, the designated official responsible for program administration mutually confirm and agree to the following:
ARTICLE I – OBJECTIVES

The objective of this Memorandum of Understanding (MoU) is to promote mutual cooperation in education and training on a reciprocal basis, for the advancement of knowledge and intellectual development.

ARTICLE II – SCOPE OF COOPERATION

The scope of this Memorandum of Understanding, are:
1. Development and operation of joint academic programs;
2. Exchange of research materials, publications and information;
3. Support for distance learning courses;
4. Joint research programs, publish journals, international conference;
5. Exchange of academic staff, exchange of students; credit transfer;
6. Scholarship program and;
7. Other scientific academic programs.

ARTICLE III – IMPLEMENTATION

Follow-up to this Memorandum of Understanding shall be governed in greater detail and detail in the agreement itself, which was carried out by the official assignee/authorized by each party and is one of unity and an integral part of this Memorandum of Understanding.

ARTICLE IV – JOINT WORKING GROUP

1. The Parties will establish a Joint Working Group to facilitate the implementation of this MoU.
2. The Joint Working Group will monitor, evaluate and review the implementation of this MoU regularly and submit the reports to the implementing Agencies.
3. The Joint Working Group shall be co-chaired by a representative of the PMM and UMJ and will meet as necessary alternately in Indonesia and in Malaysia.

ARTICLE V – FUNDING

The cost of the cooperative activities under this MoU shall be funded in terms to be mutually determined by the Parties and shall be subject to the availability of funds.
ARTICLE VI – SUSPENSION

Each Party reserves the right for reasons of security, public order or public health, to suspend temporarily, either in whole or in part, the implementation of this MoU which shall be effective sixty (60) days after notification has been given to the other party, through government institutions.

ARTICLE VII – CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

1. The Parties shall ensure that the educational data, information, and intellectual property rights mutually provided and developed which are carried out under this Memorandum of Understanding, shall not be transferred or supplied to a Third Party without prior written consent of the other party.
2. In case of specific arrangement, program or project that may result in intellectual property rights, the Parties shall enter into a separate agreement in accordance with their respective laws and regulations.

ARTICLE VIII – SETTLEMENT OF DISPUTES

Any dispute arising from the implementation of the provisions of this MoU shall be settled amicably by consultations or negotiation, through government institutions.

ARTICLE IX – AMENDMENT

This MoU may be reviewed and amended at anytime, by mutual written consent of the Parties.

ARTICLE X - DURATION AND TERMINATION

1. This MoU shall be effective for a period of 5 (five) years and may be extended for the same period by mutual consent of the Parties through government institutions.
2. The termination of this MoU shall not affect the validity and duration of any arrangements, programs, activities or projects made under this MoU until the completion of such arrangements, programs, activities or projects, unless otherwise agreed upon by the parties.
ARTICLE X - NOTICES

Any communication under this Memorandum of Understanding will be in writing in the English language and delivered by mail to the person in charge (PIC) who arrange international collaboration in PMM and UMJ.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective schools, have signed this Memorandum of Understanding on this Monday of October 07, 2019.

First Party  
Politeknik Merlimau, Malaysia  

Tuan Haji Rosli bin Hamid  
Director

Second Party  
University of Muhammadiyah Jakarta  

Prof. Dr. H. Syaiful Bakhri, S.H., M.H  
Rector