MEMORANDUM OF UNDERSTANDING
BETWEEN
UNIVERSITI SULTAN ZAINAL ABIDIN MALAYSIA
AND
UNIVERSITAS MUHAMMADIYAH JAKARTA

ON 30th SEPTEMBER 2013

UNIVERSITI SULTAN ZAINAL ABIDIN MALAYSIA (hereinafter referred to as “UniSZA”), an institution of higher learning established under the Universities and University Colleges Act 1971 [P.U.(A)208/2006] whose address is at Gong Badak Campus 21300 Kuala Terengganu, Terengganu, MALAYSIA and shall include its lawful representatives and permitted assigns;

UNIVERSITAS MUHAMMADIYAH JAKARTA (hereinafter referred to as “UMJ”), a private university established under the Muhammadiyah Higher Education Council whose address is at Jalan KH Ahmad Dahlan, Cireundeu, Ciputat, Tangerang Selatan, INDONESIA and shall include its lawful representatives and permitted assigns; hereinafter referred to singularly as “the Party” and collectively as “the Parties”),

WHEREAS

A. UNIVERSITI SULTAN ZAINAL ABIDIN is an established University which strives to enhance and strengthen its commitment to producing global leaders of tomorrow, and has taken various initiatives to compliment its educational excellence. In so doing, UniSZA has entered into various collaborative arrangements with other parties to enhance the achievement of the said objectives.

B. UNIVERSITAS MUHAMMADIYAH JAKARTA is an established University which strives to enhance and strengthen its education and community service and has taken various initiatives to achieve university research and its educational excellence and had entered into various collaborative arrangements with other parties to enhance networking.
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 endeavour to strengthen, promote and develop 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 terms and conditions to be mutually agreed by both parties, and further subject to the laws, rules, regulations and national policies from time to time in force, governing the subject matter in their respective countries, endeavour to take necessary steps to encourage and promote co-operation in the following areas:

a. exchange of publications, information, and other educational and research materials;
b. collaboration of faculty and research scholars;
c. cooperation in the implementation of student internship, study abroad and exchange programs;
d. joint research in the field of agriculture, medicine, sciences, technology, economic, management, education, Islamic studies, social science and social work;
e. professional meetings for education and research;
f. faculty exchange;
g. student exchange;
h. staff and faculty development;
i. program exchanges for university management and advancement; and
j. any other areas of co-operation to be mutually agreed upon by the Parties.
2. For the purpose of implementing the co-operation in respect of any areas stated in paragraph 1 the Parties will enter into a legally binding agreement subject to terms and conditions as mutually agreed upon by the Parties including clauses on "confidentiality", "suspension", "protection of intellectual property rights" and "settlement of dispute" as contained in Annexure A1 of this Memorandum of Understanding.

ARTICLE III
FINANCIAL ARRANGEMENTS

1. This Memorandum of Understanding will not give rise to any financial obligation by one Party to the 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.

ARTICLE V
NO AGENCY

Nothing contained herein is to be construed so as to constitute a joint venture partnership or formal business organisation of any kind between the Parties or so to constitute either Party as the agent of the other.
ARTICLE VI
ENTRY INTO EFFECT AND DURATION

1. This Memorandum of Understanding will come into effect on the date of signing and will remain in effect for a period of 5 (five) years.

2. This Memorandum of Understanding may be extended for a further period as may be agreed in writing by the Parties.

ARTICLE VII
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 of UNIVERSITI SULTAN ZAINAL ABIDIN or the UNIVERSITAS MUHAMMADIYAH JAKARTA, as the case may be, shown below or to such other address or electronic mail address or facsimile 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 : UNIVERSITI SULTAN ZAINAL ABIDIN (UnisZA)
    Corporate, Industry and International Communication Centre (CIICC)
    Universiti Sultan Zainal Abidin,
    Gong Badak Campus, 21300 Kuala Terengganu
    Terengganu, MALAYSIA
    (Attn. : Prof. Dr. Lua Pei Lin, Director of CIICC )
    Tel : +609-668 8888
    Fax : +609-668 7869
    E-mail: pro@unisza.edu.my
To: UNIVERSITAS MUHAMMADIYAH JAKARTA
Jalan. KH Ahmad Dahlan, Cirundeu, Ciputat
Tangerang Selatan,
INDONESIA
(Attn.: Prof Dr Adi Fahrudin, UMJ International Cooperation Team)
Tel : +62-21-7401894/7492862
Fax : +62-21-7430756
E-mail: fahradi@yahoo.com

The foregoing record represents the understandings reached between UNIVERSITI SULTAN ZAINAL ABIDIN MALAYSIA or the UNIVERSITAS MUHAMMADIYAH JAKARTA upon the matters referred to therein.

Signed in duplicate at Jakarta on this 30th day of September in the year 2013 in two (2) original texts, each in the English language.

Signed by
for the
UNIVERSITI SULTAN ZAINAL ABIDIN

[Signature]
PROF.DR. YAHAYA BIN IBRAHIM
Vice Chancellor

In the presence of:

[Signature]
DR. AHMAD AZRIN BIN ADNAN
Director
Vice Chancellor Office

Signed by
for the
UNIVERSITAS MUHAMMADIYAH JAKARTA

[Signature]
PROFESSOR. DR. HJ. MASYITCH, M.Ag
Rector

In the presence of:

[Signature]
A. KAHAR MARANJAYA, SH., MH
Vice Rector I - Academic Affair
ARTICLE ...

PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

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.

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, 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.

ARTICLE ...

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, know-how, 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 ...
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.

ARTICLE ...
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.