

DATED THE 9<sup>th</sup> DAY OF September 2015

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# MEMORANDUM OF UNDERSTANDING

BETWEEN



UNIVERSITI MALAYSIA SARAWAK

AND



UNIVERSITAS HKBP NOMMENSEN



THIS **MEMORANDUM OF UNDERSTANDING ("MOU")** is made this 9<sup>th</sup> day of September... 2015.

**UNIVERSITI MALAYSIA SARAWAK** (hereinafter referred to as "**UNIMAS**"), an institution of higher learning established under the Universities and University Colleges Act 1971 whose address is at Kota Samarahan, 94300 Sarawak, Malaysia and shall include its lawful representatives and permitted assigns;

**AND**

**UNIVERSITAS HKBP NOMMENSEN** (hereinafter referred to as "**UHN**"), an institution of higher learning whose address is at Jln. Sutomo No.4A, Medan, Sumatera Utara 20234, Indonesia and shall include its lawful representatives and permitted assigns;

(hereinafter referred to singularly as "the Party" and collectively as "the Parties"),

**WHEREAS**

- A. **UNIMAS** is an established University which strives to enhance and strengthen its research capabilities and has taken various initiatives to compliment its educational excellence. **UNIMAS** has entered into various collaborative arrangements with other parties to enhance research, consultancy and academia.
- B. **UHN** is a Christian University which is committed to becoming a preeminent global university. UHN has developed agreements with international academic institutions, host international delegations, and initiate and coordinate international education outreach activities and special events to fulfill UHN goes international. Additionally, UHN support the International Affairs Scholars Program, which provides opportunities for students from all majors who are interested in global themes.



- 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 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 time to time in force, governing the subject matter in herein , endeavour to take necessary steps to encourage and promote co-operation in the following areas:
  - (a) Exchange of students and staffs
  - (b) Collaboration in research project;
  - (c) Organisation of joint activities;
  - (d) Joint consultancies;
  - (e) Exchange of academic intellectual property; and
  - (f) 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 1 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 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 **five (5)** years or until termination by either party with **three (3)** months written notice.
2. This Memorandum of Understanding may be extended for a further period as may be agreed in writing by the Parties by issuance to the other Party of a written notice signifying its intention to renew or further the period not less than **three (3)** months prior to the Expiry Date.

## ARTICLE VII

### NOTICES

Any communication under this Memorandum of Understanding will be writing in the English language and delivered by registered mail to the address or sent to the electronic mail address or facsimile number of **UNIMAS** or **UHN**, 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 : **UNIVERSITI MALAYSIA SARAWAK**

Address : Kota Samarahan, 94300, Sarawak

Attn to : International Affairs Division

Tel no. : +6082-581235

Fax no. : +6082-665113

E-mail : info@iad.unimas.my

To : **UNIVERSITAS HKBP NOMMENSEN**

Address : Jln. Sutomo No.4A Medan, Sumatera Utara, Indonesia

Attn to : Office of International Affairs

Tel no. : (+6261) 4522922; 4522831; 4565635

Fax no. : (+6261) 4571426

E-mail : oia\_uhn@yahoo.co.id (Cc to: mulasigiro@gmail.com)

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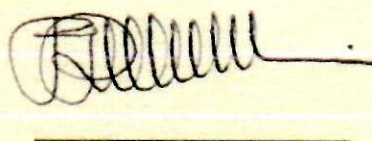


The foregoing record represent the understandings reached between the **UNIMAS** and **UHN** upon the matters referred to therein.

Signed in duplicate at.....on this 9th day of September in the year 2015 in four (4..) original texts, each in the English language, all texts being equally authentic. In the event of any divergence of interpretation between any of the texts, the English text shall prevail.

**Signed by**

**Prof. Dato' Dr. Mohamad Kadim Suaidi** ]  
Vice Chancellor ]  
For and on behalf of ]  
**Universiti Malaysia Sarawak** ]



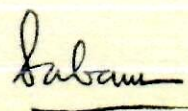
**In the presence of**

**Prof. Dr. Wan Hashim Wan Ibrahim** ]  
Deputy Vice Chancellor ]  
(Academic and International) ]  
**Universiti Malaysia Sarawak** ]



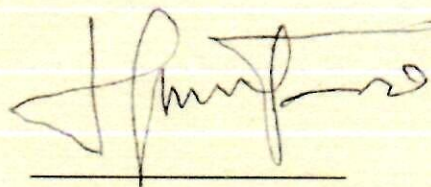
**Signed by**

**Dr. Ir. Sabam Malau** ]  
Rector ]  
For and on behalf of ]  
**UNIVERSITAS HKBP NOMMENSEN** ]



**In the presence of**

**Dr. Mula Sigiro, M.Si, Ph.D** ]  
Director Office of International Affairs ]  
**UNIVERSITAS HKBP NOMMENSEN** ]





**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, 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.

**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 Agreement or any other agreements made pursuant to this Memorandum of Agreement.



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 Agreement, 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 Agreement.

## **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 Agreement 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 Agreement 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.