****MEMORANDUM OF UNDERSTANDING**

PARTNER’S LOGO

**BETWEEN**

**………………………………………………**

**UNIVERSITAS WIDYA GAMA MAHAKAM SAMARINDA,**

**INDONESIA**

**AND**

**………………………………**

**……………………………..,**

**………………………………**

**ABOUT**

## ON FRIENDSHIP AND COOPERATION,

## PROMOTION OF MUTUAL UNDERSTANDING,

## ACADEMIC, CULTURAL AND SCIENTIFIC THOUGHTAND

## PERSONNEL EXCHANGE

**No: ………………………………………..**

**No: ………………………………………..**

This Memorandum of Understanding (hereinafter referred to as MoU) is made on this …….th day of …………. in the year 20……., , It has been agreed by and between:

**Universitas Widya Gama Mahakam Samarinda**, a public institution of higher education in Indonesia, hereafter “**UWGM**”, established by the Decree of the Minister of Education and Culture on September 2, 19,, with a registered Rectorship address on , Indonesia.

### **and**

**……… University**, an institution of higher learning, hereafter “**….**”, established by Decision No. ………., …….., ……. by …….., with a registered Rectorship address ……...

Both participating institutions are referred to collectively, as “**Parties**” or individually as “**Party**”.

Furthermore, both Parties initially would like to clarify the terms used herein as the following:

1. **………**
2. **UWGM** is a state and the oldest public university outside Java Island and one of the prominent universities in Indonesia. It is a leading university with a reputation as an outstanding academic institution in science, technology and arts in Indonesia, implementing and fostering various collaborative arrangements with many international counterparts as well as local and national stakeholders.

The **Parties** have agreed and reached an understanding on the importance and the usefulness of establishing cultural, scientific and educational links, in order to assert and toconsolidate the ties of friendship between the two Institutions and their countries on the following matters:

## ARTICLE 1

## GENERAL PURPOSE

The **Parties,** subject to the terms of this MoU and the laws, rules, regulations and national policies enforced in each **Party’s** country, will endeavor to strengthen, promote, anddevelop cooperation between the **Parties** on the basis of equality and mutual benefit.

## ARTICLE 2

**AREAS OF COOPERATION**

1. This MoU sets forth the intentions to endeavor and explore a wide range of collaborative activities but not restricted:
2. to promote individual contacts among scholars, students and personnel of the scientific institutions;
3. to promote links in teaching, research, and cultural activities;
4. to develop and encourage joint research, seminars, conferences, workshops, as wellas to assist each other in obtaining external funding from outside sources;
5. to support the exchange of academic materials;
6. to develop, when opportunities avail, joint programs;
7. to encourage any other activities that the scientific institutions agree to be of mutualbenefit;
8. to foster any other areas of cooperation for sort of strategic alliance mutually agreedupon the **Parties**’ interests.
9. For the purpose of implementing the cooperation in respect of any areas (stated in paragraph 1), the **Parties** shall enter into a legally binding agreement that is subject to terms and conditions as mutually agreed by the **Parties** and this agreement will be subject to and not separable from this Memorandum of Understanding.

## ARTICLE 3

## FINANCIAL AGREEMENTS

1. This Memorandum of Understanding shall not give rise to any financial obligation by one **Party** to the other.
2. Each **Party** shall bear its own cost and expenses in relation to this Memorandum of Understanding.

## ARTICLE 4

**EFFECT OF MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding serves only as a record of the **Parties**’ intentions. It does not constitute or create, and it is not intended to constitute or to create obligations under domestic or international law. Hence, it shall not give rise to any legal process and shall not be deemed to constitute of create any legally binding or enforceable obligations, expressed or implied. All programs, projects and activities created under this Memorandum of Understanding shall be defined and expressed in a separate Memorandum of Agreement or as an appendix to an existing Memorandum of Agreement. Prior to commencement of any such activities, all relevant aspects, including funding and obligation shall be mutually agreed.

## ARTICLE 5

## NO AGENCY

Nothing contained herein is to be construed so as to constitute a joint venture partnership or formal business organization of any kind between the **Parties** or so to constitute either **Party** as the agent of the other.

## ARTICLE 6

**ENTRY INTO THE EFFECT, DURATION, AND TERMINATION**

1. This Memorandum of Understanding will come into effect on the date of signing of both parties, or if the dates vary, then the date of the latter signature.
2. This Memorandum of Understanding shall remain in effect for a period of 5 (five) years.
3. This memorandum of Understanding may be extended for a further period under the agreement put in writing by both **Parties** or terminated by either **Party** via a written notice within at least 6 (six) months.
4. The termination of this Memorandum of Understanding shall not affect the validity of duration of any arrangements, activities, or programs which have been agreed upon to the date of the termination, unless the **Parties** agree otherwise. Therefore, activities in progress at the time of the termination shall be permitted to conclude as planned unless otherwise agreed.

## ARTICLE 7

**REVISION, VARIATION, AND AMENDMENT**

1. Either **Party** may request in writing a revision, variation or amendment of this Memorandum of Understanding.
2. Any such revision, variation, or amendment agreed to by the **Parties** shall be in writing and shall form an integral part of this Memorandum of Understanding.
3. Such revision, variation, or amendment shall come into force on such date as may be determined by the **Parties**.
4. Any revision, variation, or amendment shall not prejudice the implementation of any project, activity or cooperation arising from or based on this Memorandum of Understanding before or up to the date of such revision, variation or amendment.

## ARTICLE 8

## NOTICES

Any communication under this Memorandum of understanding shall 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 or the address 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 : Universitas Widya Gama Mahakam Samarinda

attn. to : …………., Rector of Universitas Widya Gama Mahakam Samarinda

address : …….

telp. no. : …….

fax. no. : …….

e-mail : …….

to : …….

attn. to : …….

address : …….

telp. no. : …….

fax. no. : …….

e-mail : …….

The foregoing record represents the understandings reached between the **Parties** upon the matters referred therein.

## ARTICLE 9

**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 international agreements signed by all of the **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:
	1. jointly by the parties or research result obtained through the joint activity effort ofthe **Parties**, shall be jointly owned by the **Parties** in accordance with the terms to be mutually agreed upon; and
	2. solely and separately by the **Party** or the research result obtained through the sole and separate effort of the **Party**, shall be solely owned by the **Party** concerned.

## ARTICLE 10

## CONFIDENTIALITY

1. Each **Party** shall undertake to observe the confidentiality and secrecy of document, 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 purpose of paragraph 1 above, such documents, information and data, including 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 designed in writing to be confidential or by its nature intended to be forthe knowledge of the receiving **Party** or if orally given, is conveyed 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 11

## SUSPENSION

Each **Party** reserves the rights for reasons of national security, national interest, and public order 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 12

## 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.

**IN WITNESS WHEREOF**, the undersigned being duly authorized thereto, has signed this Memorandum of Understanding in duplicate at Universitas Widya Gama Mahakam Samarinda, Indonesia in 2 (two) original texts, both texts being equally authentic.

Signed Signed

for and on behalf of for and on behalf of

………………………….. Universitas Widya Gama Mahakam

….………... Samarinda

……………, Indonesia,

**…………………………….. …………………………….**

Rector Rector

Date: , 20…. Date: ,20….

Witnessed by: Witnessed by:

**…………………………….. …………………………….**

Vice Rector Vice Rector

For…………………….. For………………………….