



**MEMORANDUM OF UNDERSTANDING  
FOR ACADEMIC COOPERATION  
BETWEEN  
UNIVERSITY OF MALAYA  
AND  
UNIVERSITAS MUHAMMADIYAH SURABAYA**

Whereas the **UNIVERSITY OF MALAYA**, a university established under the laws of Malaysia and having an address at Lembah Pantai, 50603 Kuala Lumpur, Malaysia (hereinafter referred to as "**UM**")

and

The **UNIVERSITAS MUHAMMADIYAH SURABAYA**, a university established under the laws of the decree of Minister of Education and Culture of the Republic of Indonesia No. 0141/O/19&4 and having an address at Jln. Sutorejo, No. 59 Surabaya, Jawa Timur, Indonesia, 60113 (hereinafter referred to as "**UMSurabaya**") seeking to improve understanding between their respective academic institution and to establish mutually beneficial collaborations benefiting their students, have agreed to sign this Memorandum of Understanding (hereinafter referred to as the "**MoU**") as a first step toward achieving these shared goals.

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

**1. SCOPE AND FIELDS OF ACADEMIC COOPERATIONS**

- (1) The Parties hereby agree to implement within the framework of the rules and regulations applicable in each of the institutions and subject to availability of funds and resources, the following programmes and activities, which may include, but not limited to:
  - (a) student and/or academic and administrative staff exchanges;
  - (b) joint research activities;
  - (c) exchange of publications, reports and other academic materials and information; and
  - (d) sharing of other activities and programmes in areas of mutual interest, where such sharing shall result in benefit to both Parties.

- (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 written agreements to be negotiated and agreed upon by both Parties and/or any third parties, wherever applicable. PROVIDED ALWAYS the decision whether to initiate and/or implement any programme or activity shall be at the sole discretion of each Party.
- (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 a 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 UM is the Faculty of Medicine and for UMSurabaya is Faculty of Nursing and Health Sciences.

## **2. FINANCIAL ARRANGEMENTS**

- (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 without limitation its own costs and expenses in travel and accommodation.

## **3. INTELLECTUAL PROPERTY RIGHTS**

- (1) The Parties agree that the ownership of and any other rights relating to intellectual property arising from or in connection with any programme or activity under this Memorandum of Understanding shall be determined on a case by case basis, and shall therefore be specified and agreed for each such programme or activity in a separate written agreement between the Parties.

## **4. CONFIDENTIALITY**

- (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 programme or activity conducted pursuant to this MoU save where the same is already in public domain.

## **5. DURATION AND TERMINATION**

- (1) This MoU shall take effect on and from the date of execution of this MoU and shall continue to be effective for a period of five (5) years and may be extended for such further period as may be agreed by the Parties in writing.
- (2) Notwithstanding clause 5 (1) above, this MoU may be terminated by either Party giving written notice to the other at least six (6) months prior to the proposed date of termination.
- (3) Notwithstanding clause 5 (2) above, the provisions of this MoU or any other written agreement in respect of any on-going exchange programme or any other form of cooperative activity under this MoU shall continue to apply until their completion

unless both Parties mutually agree in writing to the earlier termination of the programme or cooperative activity.

## 6. NOTICE

(1) Every notice, request or any other communication required or permitted to be given pursuant to this MoU shall be in writing, in English and delivered personally or sent by registered or certified post via air mail or by courier or email (which shall be acknowledged by the other Party) to the Parties at the addresses as stated below:

(a) If to UM: Department of Nursing Science  
Faculty of Medicine  
University of Malaya  
50603 Kuala Lumpur  
Attention: Acting Head, Department of Nursing Science  
Email: katlim@um.edu.my

(b) If to UMSurabaya:  
Faculty of Nursing and Health Sciences  
Universitas Muhammadiyah Surabaya  
Surabaya, Jawa Timur, Indonesia, 60113  
Attention: Dean, Faculty of Nursing and Health Sciences  
Email: fik@um-surabaya.ac.id

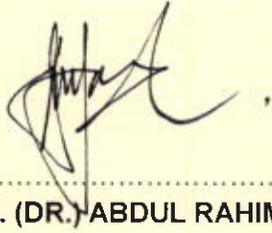
## 7. MISCELLANEOUS

- (1) This MoU may be modified, varied or amended at any time after due consultation and with the written agreement of both Parties.
- (2) The Parties acknowledge that all visits or exchange of staff, students or administrators will be subject to compliance with the entry and visa regulations of Malaysia and Indonesia and with the respective Party's requirements with respect to staff and student visits.
- (3) This MoU is not intended to be legally binding. It merely expresses the intentions and understanding of the Parties which will form the basis of any legally binding agreement to be drafted and executed in the future.
- (4) The Parties hereby agree that they are not bound exclusively by this MoU and shall be at liberty to enter into any separate agreements or arrangements with any third party without reference to the other Party.

**(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)**

**IN WITNESS THEREOF**, the Parties have caused this MoU to be executed by their duly authorized representatives.

For and on behalf of  
**UNIVERSITY OF MALAYA**

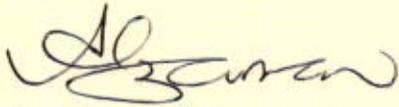


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**DATUK IR. (DR.) ABDUL RAHIM HASHIM**  
Vice-Chancellor

**19 JUN 2019**

Date: .....

In the presence of



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**PROF. DATO' DR. ADEEBA KAMARULZAMAN**  
Dean, Faculty of Medicine

For and on behalf of  
**UNIVERSITAS MUHAMMADIYAH  
SURABAYA**

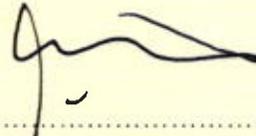


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**DR. DR. SUKADIONO, MM.**  
Rector



Date: .....

In the presence of



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**DR. A. AZIZ ALIMUL H, S.KEP.NS.,  
M.KES.**  
Vice Rector, of Academic and Cooperation  
Affair