



MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITI TEKNOLOGI BRUNEI (UTB)

AND

**UNIVERSITAS MUHAMMADIYAH SURABAYA
(UMSURABAYA)**

THIS MEMORANDUM OF UNDERSTANDING is made on the 23rd day of October 2018.

BETWEEN

UNIVERSITI TEKNOLOGI BRUNEI, an institute of higher learning incorporated as a body corporate pursuant to Universiti Teknologi Brunei Act [CAP 214 of the Laws of Brunei] and having its address at Jalan Tungku Link, Gadong BE1410, Brunei Darussalam, (hereinafter referred to as "UTB") and will include its lawful representatives and permitted assigns on the one part;

AND

UNIVERSITAS MUHAMMADIYAH SURABAYA, an institution of higher learning established under the decree of Minister of Education and Culture of the Republic of Indonesia No. 0141/O/1984 and having its address at Jalan Sutorejo No. 59 Surabaya, East Java, Indonesia (hereinafter referred to as "UMSurabaya") and will include its lawful representatives and permitted assigns on the other part;

hereinafter referred to singularly as "the Participant" and collectively as "the Participants".

WHEREAS

- A. UTB is an established university of engineering and technology in Brunei Darussalam offering academic programmes and research in the areas of Engineering, Business, Computing & Informatics, Applied Sciences & Mathematics and Design.
- B. UMSurabaya is a private University affiliated to the Central Board of Muhammadiyah Indonesia covering various fields of study which strives to achieve excellence in morality, intellectuality and entrepreneurship by taking various initiatives to build national and international cooperation with other parties.
- C. The Participants are desirous of entering into this Memorandum of Understanding (hereinafter referred to as "MOU") to declare their respective intentions and to establish a basis of cooperation and collaboration as well as working relationship in the fields of research, education, and in training programmes of mutual interest between the Participants upon the provisions as contained herein.

- D. Based on principles of equity, reciprocity and available resources, this MOU will serve as a general framework for the establishment of an academic link and cooperation between the Participants and is intended to facilitate detailed discussions for more specific programmes of collaboration and advancement of international understanding between the Participants through the advancement of the scope and fields of academic link and cooperation set out below in Paragraph 1.

THE PARTICIPANTS HAVE REACHED the following understandings:

PARAGRAPH 1

SCOPE AND FIELDS OF ACADEMIC LINK AND COOPERATION

The Participants will, 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 cooperation in the following fields:

1.1. Exchange of Undergraduate and/or Postgraduate Students;

Exchange of students, both undergraduate and postgraduate, may take place for the purpose of study or research for duration to be jointly decided. Students may be accepted as non-graduating students and/or to undertake research or projects on such provisions to be decided upon jointly in writing between the Participants.

1.2. Exchange of Practitioners and/or Academics;

Exchange of staff between the Participants may take place for purposes that will be mutually beneficial to both Participants. Such purposes may include study visits, discussions, research, teaching and training, supervision of postgraduate students or academic development. Exchange of staff may be extended to centre-to-centre collaboration for the purpose of visits, research activities, or training.

1.3. Joint Research, Conferences and Seminars;

The Participants will explore possibilities of developing joint or collaborative research in fields of mutual interests. Such collaborative research may include seminars and conferences leading to publications and field work for

joint research projects. The Participant which initiates a research project or other activity in a field of likely interest to the other Participant will, wherever possible, invite staff of the latter Participant to participate in the project on such provisions to be decided upon jointly in writing between the Participants.

1.4. Cooperation in other Areas

The academic link and cooperation between the Participants may be extended to other areas not mentioned above, to be jointly decided in writing.

PARAGRAPH 2 **COOPERATION PROCEDURES**

- 2.1. The scope, terms, conditions and other details of any exchange programme or cooperative work to be implemented by the Participants will be separately negotiated by representatives of both Participants, and confirmed by the Participants through specific and detailed agreements.
- 2.2. Proposals for any form of cooperative work which falls under the scope and fields of academic link and cooperation provided in this MOU will be submitted through liaison officers designated by both Participants.
- 2.3. The names of the liaison officers designated by both Participants will be made known to each other in writing from time to time.
- 2.4. The liaison officers will jointly decide on any proposals for any form of exchange programme and cooperative work, provided that the final approval for any exchange programme and cooperative work under this MOU will be decided and confirmed in writing under the signatures of the Vice-Chancellor of UTB and the Rector of UMSurabaya.
- 2.5. The liaison officer will prepare and supervise the programme to be implemented and present a joint annual report about the activities of this MOU to both Participants.
- 2.6. The scope, terms and conditions of any approved exchange scheme, programme or any form of cooperative work will be provided in an Addendum to this MOU as and when the need arises.

- 2.7. The exchange of staff, students or teaching, research materials need not be reciprocal simultaneously.

PARAGRAPH 3
FINANCIAL ARRANGEMENTS

- 3.1. Both Participants understand that all financial arrangements for any exchange programme and cooperative work will have to be negotiated and mutually agreed in writing between the Participants depending on the availability of funds.
- 3.2. Nothing shall diminish the full autonomy of either Participant, nor will any constraints or financial obligations be imposed by either upon the other in carrying out this MOU.
- 3.3. Except as otherwise set out in this MOU, each Participant will bear its own cost and expenses in relation to this MOU.

PARAGRAPH 4
PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 4.1. The protection of intellectual property rights will be enforced in conformity with the respective national laws, rules and regulations of the Participants and with their obligations under applicable international agreements to which they are party.
- 4.2. The use of the name, logo and/or official emblem of either of the Participants on any publications, document and/or paper is prohibited without the prior written approval of the other Participant.
- 4.3. Notwithstanding anything in **Paragraph 4.1** above, the intellectual property rights in respect of any works, technological developments and any products and services development carried out:
- 4.3.1. jointly by the Participants or research results obtained through the joint activity effort of the Participants, will be jointly owned by the Participants in accordance with the provisions to be jointly decided upon; and

- 4.3.2. solely and separately by either Participant or the research results obtained through the sole and separate effort of either Participant, will be solely owned by the Participant concerned.

PARAGRAPH 5
CONFIDENTIALITY

- 5.1. Each Participant shall observe the confidentiality and secrecy of documents, information and other data received from or supplied to the other Participant during the period of the implementation of this MOU or any other agreements made pursuant to this MOU.
- 5.2. For purposes of Paragraph 5.1 above, such documents, information and data include any documents, information and data which is disclosed by a Participant (the Disclosing Participant) to the other Participant (the Receiving Participant) prior to, or after, the execution of this MOU, 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 designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving Participant or if orally given, is given in the circumstances of confidence.
- 5.3. Both Participants accept that the provisions of this Paragraph 5 will continue to be effective between the Participants notwithstanding the termination or expiration of this MOU.

PARAGRAPH 6
COMMENCEMENT, DURATION AND TERMINATION

- 6.1. This MOU will commence on the date of signing by the Participants or their authorised representatives ("the Commencement Date") and will remain to be effective for **five (5) years** from the Commencement Date.
- 6.2. After this initial five (5)-year period, this MOU will be further extended for further period of five (5) years unless both Participants mutually decide in writing for its

termination. All other provisions in this MOU, subject to any revision, modification and amendment thereof, will apply during its continuance.

- 6.3. Subject to the foregoing provisions, this MOU may be terminated at any time by either Participant, subject to giving at least **six (6) months** prior written notice of such termination to the other Participant from the date of expiry or the proposed date of termination.
- 6.4. Notwithstanding anything in this **Paragraph 6**, the provisions of this MOU or of any other written agreements, in respect of any on-going exchange scheme, programme and cooperative work under this MOU will continue to apply until its completion unless both Participants mutually decide in writing to the earlier termination of the said on-going exchange programme or cooperative work.

PARAGRAPH 7 **NOTICES**

- 7.1. Any communication under this MOU 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 **UTB** or **UMSurabaya**, as the case may be, shown below or to such other address or electronic mail address or facsimile number as either Participant may have notified the sender.

To UTB:

*Vice-Chancellor
Universiti Teknologi Brunei
Jalan Tungku Link, Gadong BE1410
Brunei Darussalam
Facsimile Number: +6732461035 / 6*

To UMSurabaya:

*Rector
Universitas Muhammadiyah Surabaya
Jalan Sutorejo 59, Surabaya, East Java
Indonesia
Facsimile Number: +62313813096*

- 7.2. Unless otherwise provided herein, any communication under this MOU shall 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.

PARAGRAPH 8

REVISION, MODIFICATION AND AMENDMENT

- 8.1. Either Participant may request in writing a revision, modification or amendment of all or any part of this MOU.
- 8.2. Any revision, modification or amendment accepted by the Participants will be reduced into writing and will form part of this MOU.
- 8.3. Such revision, modification or amendment will come into effect on such date as may be determined by the Participants.
- 8.4. Any revision, modification or amendment will not prejudice the rights and obligations arising from or based on this MOU prior or up to the date of such revision, modification or amendment.

PARAGRAPH 9

SUSPENSION

Each Participant 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 MOU which suspension will take effect immediately after notification has been given to the other Participant.

PARAGRAPH 10

SETTLEMENT OF DISPUTES

Any difference or dispute arising out of the interpretation, implementation or application of the provisions of this MOU will be settled amicably by mutual consultation or negotiation between the Participants without reference to any third party or international tribunal.

PARAGRAPH 11
NO AGENCY

Nothing contained herein is to be constituted a joint venture partnership or formal business organisation of any kind between the Participants or so to constitute either Participant as the agent of the other.

PARAGRAPH 12
EFFECT OF MEMORANDUM OF UNDERSTANDING

Unless otherwise stated, this MOU does not constitute or create, and will not be deemed to constitute any legally binding and enforceable obligations on the part of either Participant unless and until an agreement regarding each objective is negotiated, approved, executed and delivered by the Participants.

{This part is intentionally left blank }

The foregoing record represents the understandings reached between UTB and UMSurabaya upon the matters referred to therein.

SIGNED IN DUPLICATE at Universiti Teknologi Brunei on this 23rd day of October in this year of 2018, in the English language, by the authorised signatories on behalf of the Participants.

For and on behalf of
UNIVERSITI TEKNOLOGI BRUNEI



**PROFESSOR DR. DAYANG HAJAH
ZOHRAH BINTI HAJI SULAIMAN
Vice-Chancellor**

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



**DR. DR. SUKADIONO, M.M.
Rector**