

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made effective as of **15th August 2023**.

BETWEEN

INTI INTERNATIONAL UNIVERSITY operated by **INTI INTERNATIONAL EDUCATION SDN BHD** [Company No. 199401043150 (328838-A)] company incorporated under the laws of Malaysia, with its business address at Persiaran Perdana BBN, Putra Nilai, 71800 Nilai, Negeri Sembilan (Hereinafter referred to as "INTI");

AND

UNIVERSITAS PEMBANGUNAN NASIONAL "VETERAN" JAWA TIMUR is a higher education institution in Indonesia originally established in 1959 and was declared as a state-owned university in terms of the Presidential Regulation of Indonesia Number 122 Year 2014 located at Jl. Raya Rungkut Madya, Gunung Anyar, Surabaya, Indonesia 60294 (Hereinafter referred to as "UPNVJT");

INTI and the UPNVJT are collectively referred to as the "Parties", and each is a "Party."

Both parties are desirous of establishing mutual cooperation and have agreed as follows:

1. Areas of cooperation

The cooperation within the framework of this MOU is subject to the availability of funds and adhering to applicable laws, rules, and regulations of the respective Parties, the Parties shall cover the following activities and programs which inter alia include:

- a) Exchange of visits, faculties, and students' exchange;
- b) Development and implementation of joint educational and research projects;
- c) Joint publication of the results of research activities;
- d) Participation in courses, seminars, training, conferences, and symposiums organized by either of the Parties.
- e) Exchange of academic materials and other information;
- f) Exchange of experience in the field of tourism; and
- g) Other activities and programs as may be mutually agreed upon by the Parties.

2. Term of Partnership

- a) The term for partnership between the Parties shall be five (5) years from the date of this MOU, during which time the Parties may, through friendly discussion, choose the appropriate partnership model and enter into definitive agreements.
- b) If either party wants to terminate this MOU, a written notice shall be given to the other party six (6) months before the termination of the MOU. If notice of termination has been given under this clause, the parties will agree in writing a mechanism ensuring that the ongoing activities, courses, or programs are completed.
- c) If either Party intends to extend the term, such Party shall send a written notice to the other Party expressing its intent for an extension at the end of the fourth (4th) anniversary of the date of this MOU, and such renewal shall be prepared in writing and signed by both parties hereto.

3. Exclusiveness

Both parties understand that this MOU is not exclusive and each party is permitted to enter into such agreements as it deems fit with other universities and institutions.

4. Protection of Intellectual Property Rights

- a) The protection of intellectual property rights shall be enforced in conformity with the applicable laws.
- b) The use of the name, logo, and/or official emblem of INTI or UPNVJT, as the case may be, on any publication, document, and/or paper is prohibited without the prior written approval of the respective Party, which may be subject to conditions.
- c) The intellectual property rights in respect of any products and services development, developed:
 - i. jointly by the Parties, or through the joint activity effort of both the Parties, shall be deemed jointly owned unless otherwise agreed by the Parties in writing;
 - ii. solely and separately by INTI or UPNVJT, or through the sole and separate effort of INTI or UPNVJT, as the case may be, shall be solely owned by the Party concerned; and
 - iii. rights in intellectual property developed by students in the course of exchanges, collaborative or research activities shall be dealt with in accordance with applicable rules and regulations of the Parties.
- d) The Parties shall acknowledge one another in any form of writing, publication, or presentation based on, or derived from, the collaboration between the Parties.

5. Confidentiality

The existence, the terms, and conditions of this MOU, all drafts of agreements and other information exchanged and all negotiations between the Parties in connection therewith shall be confidential information and shall not be disclosed to any third party by either Party other than to its shareholders, directors, officers or advisors who have a need to know, and in each case only where such persons or entities are under appropriate nondisclosure obligations unless the disclosure is required by law or regulatory authority or any stock exchange on which the shares of any party are listed. If any Party determines that it is required by law or regulatory authority or stock exchange to disclose information regarding this MOU or to file this MOU with any regulatory body, it shall, within a reasonable time before making any such disclosure or filing, consult with the other Party regarding such disclosure or filing and seek confidential treatment for such portions of the disclosure or filing as may be requested by the other Party.

6. Notices

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 of the Parties 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.

INTI

Attention Professor Dr. Goh Khang Wen
Address Persiaran Perdana BBN, Putra Nilai, 71800 Nilai, Negeri Sembilan Malaysia
E-mail khangwen.goh@newinti.edu.my

UPNVJT

Attention Maria Indira Aryani, MA
Address Jalan Raya Rungkut Madya - Gunung Anyar (District) Surabaya (City), Jawa Timur (Province) – Indonesia
E-mail kise.upn@upnjatim.ac.id



7. Negotiation Costs

Each Party will respectively bear its own costs and expenses arising from its consideration of, and any negotiations relating to, this MOU and the cooperation programs contemplated by this MOU.

Each of the parties shall be responsible for the payment of the taxes, duties, and/or any other contribution that, according to the applicable legislation, may correspond to it.

8. Governing Law

For any dispute or claim arising out of or in connection with it or its subject matter or formation, both parties agree to refrain from unilateral action and to first consult and negotiate mutually acceptable decisions/resolutions. In the event that a resolution cannot be reached, the parties agree that any claim or dispute shall be governed by the laws of the courts where the breach occurred.

9. Indemnity

Both parties undertake to hold each other harmless for any judicial, administrative, and/or extrajudicial claim that third parties may make due to the ownership of the knowledge, methodologies, software, tools, and all other material that are delivered by both parties for the execution of this MOU.

10. Variations

The terms stipulated in this MOU shall not be amended, altered, changed, or otherwise modified without the mutual consent of the Parties, and such amendments, alterations, changes, and modifications shall be made in writing and signed by the Parties hereto.

11. Anti-Corruption

Each party shall comply with all applicable bribery and anti-corruption legislation in force in their domestic jurisdictions and each agrees to take reasonable steps to assist the other party to comply with the others' legislative requirements that may apply to an international or cross-border agreement. Where any international legislation applies to this MOU concerning anti-bribery, fraud, or anti-corruption, each party will assist the other in ensuring compliance with said international legislation.

12. Data Protection

The Parties agree that any personal data shared under this MOU complies with any data protection laws in force in each party's domestic jurisdictions. Where there is any divergence between the data protection laws of the Parties' respective countries during the term of this MOU, each Party will assist the other in ensuring minimum disruption to this MOU.

13. Prevailing Language

This MOU has been drawn up in the English language. Each party may prepare a translation into its own native language. However, in case of inconsistencies between the English text and any of its translations, the English text will prevail.

14. Binding

With the exception of Clauses 4 (Protection of Intellectual Property Rights) 5 (Confidentiality), 10 (Variations), 8 (Governing Law), 9 (Indemnity) 11 (Anti-Corruption), 12 (Data Protection), and 13 (Prevailing Language) of this MOU, this MOU is not intended to create any legally binding obligations on either Party but is intended to facilitate discussions regarding general areas of cooperation.

The parties hereto, through the duly authorized representatives, hereby agree to the provisions and terms of this MOU.

For and on behalf of
INTI Universal Holdings Sdn. Bhd.



Signature
Name: Dr. Joseph Lee
Designation: Vice Chancellor

For and on behalf of
**Universitas Pembangunan Nasional "Veteran"
Jawa Timur**



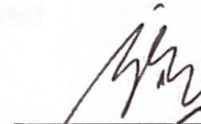
Signature
Name: Prof. Dr. Ir. H. Akhmad Fauzi, M.M.T., IPU.
Designation: Rector

Witnessed by,



Signature
Name: Prof. Lai Yin Ling
Designation: Senior Advisor for Vice Chancellor

Witnessed by,



Signature
Name: Dr. Ir. Rosyda Priyadarshini, M.P.
Designation: Head of Research and Community
Services Institute