



MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITI PUTRA MALAYSIA

AND

UNIVERSITAS PEMBANGUNAN NASIONAL "VETERAN" JAWA TIMUR

**MEMORANDUM OF UNDERSTANDING
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UNIVERSITI PUTRA MALAYSIA
AND
UNIVERSITAS PEMBANGUNAN NASIONAL "VETERAN" JAWA TIMUR**

UNIVERSITI PUTRA MALAYSIA (hereinafter referred to as "**UPM**"), an institution of higher learning established under the Universities and University Colleges Act 1971 [Act 30] of Malaysia whose address is at 43400 UPM, Serdang, Selangor Darul Ehsan, Malaysia and shall include its lawful representatives and permitted assigns;

AND

UNIVERSITAS PEMBANGUNAN NASIONAL "VETERAN" JAWA TIMUR (referred to as "**UPNVJT**") is a higher education institution in Indonesia originally established in 1959 but 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 and shall include its lawful representatives and permitted assigns;

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

WHEREAS

- A. UPM is an established University which strives to enhance and strengthen its research and development and has taken various initiatives to complement its educational excellence and has entered into various collaborative arrangements with other parties to enhance networking;
- B. UPNVJT located in Surabaya with a population of 5,000,000 people, is one of the State Universities in Indonesia which was established on July 5, 1959. UPNVJT is a very large institution with 20,000 students from various provinces in Indonesia as well as foreign students. It was founded by veterans of freedom fighters as a living monument to the development of education in Indonesia.

- 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 research 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 their respective countries, endeavour to take necessary steps to encourage and promote co-operation in the following areas:
 - (a) exchange of graduate and undergraduate student for study and visits;
 - (b) exchange of faculty members for research, teaching and discussion including visits;
 - (c) exchange of information including, but not limited to, exchange of library materials and research publications;
 - (d) joint research activities; and
 - (d) 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 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 the 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.

2. This Memorandum of Understanding may be extended for a further period as may be agreed in writing by the Parties.

ARTICLE VII
NOTICES

Any communication under this Memorandum of Understanding 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 UPM or UPNVJT, as the case may be, shown below or to such other address or electronic mail address or facsimile 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:

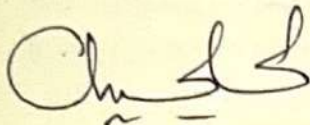
To UPM : Faculty of Agriculture
Universiti Putra Malaysia
43400 UPM Serdang, Selangor
MALAYSIA
(Attn. : Professsor Dr. Loh Teck Chwen)
Fax : (603) 9769 7802
E-mail: dean.agri@upm.edu.my

To UPNVJT : Faculty of Agriculture
Universitas Pembangunan Nasional "Veteran" Jawa Timur
(Attn. : Dr. Ir. Wanti Mindari, MP.)
Fax : +62 (031) 870 6372
E-mail: wanti_m@upnjatim.ac.id

The foregoing record represents the understandings reached between UNIVERSITI PUTRA MALAYSIA and UNIVERSITAS PEMBANGUNAN NASIONAL "VETERAN" JAWA TIMUR upon the matters referred to therein.

Signed on this day of in the year..... in two (2) original texts, each in the English language, all texts being equally authentic.

Signed by
for and on behalf of the
UNIVERSITI PUTRA MALAYSIA



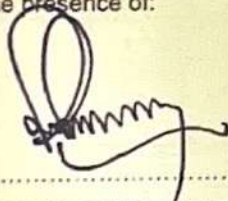
.....
**DATO' PROF. DR. AHMAD FARHAN
MOHD SADULLAH**
Vice Chancellor, UPM

Signed by
for and on behalf of the
**UNIVERSITAS PEMBANGUNAN NASIONAL
"VETERAN" JAWA TIMUR**



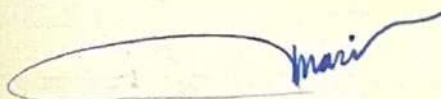
.....
PROF. DR. IR. AKHMAD FAUZI, M.MT., IPU
Rector,
UPNVJT

In the presence of:



.....
PROF. LOH TECK CHWEN
Dean, Faculty of Agriculture, UPM

In the presence of:



.....
PROF. DR. LUKMAN ARIF, M.SI
Vice Rector,
UPNVJT

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, 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.