

MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITI PENDIDIKAN SULTAN IDRIS, MALAYSIA

AND

UNIVERSITAS NEGERI PADANG, INDONESIA

THIS MEMORANDUM OF UNDERSTANDING is made this day of July, 2018.

BETWEEN

UNIVERSITI PENDIDIKAN SULTAN IDRIS (hereinafter referred to as “**UPSI**”), an institution of higher learning established under the Universities and University Colleges Act 1971 whose address is at 35900 Tanjong Malim, Perak Darul Ridzuan, Malaysia and shall include its lawful representatives and permitted assigns;

AND

Universitas Negeri Padang , (hereinafter referred to as “**UNP**”) whose address is at Jl. Prof. Dr. Hamka, Air Tawar Barat, Padang Utara, Kota Padang, Sumatera Barat 25131, Indonesia, and shall include its lawful representatives and permitted assigns.

UPSI and **UNP** hereinafter referred to collectively as the “Parties” and singularly as the “Party”.

WHEREAS:-

- A. **UPSI** is an established University which strives to enhance and strengthen its teaching, learning and research capabilities and has taken various initiatives to complement its educational excellence and has entered into various collaborative arrangements with other parties to enhance reputation.
- B. **UNP** is an exemplary University which truly commits to conduct and enhance its high quality training and consultancy in education, teaching and learning as well as research capabilities, good university governance, its excellent community services, and has initiated various national and international relation and collaboration with other institutions, boards and universities to enhance our quality.
- 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 academic disciplines and institutional linkage for education 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 step to encourage and promote co-operation in the following areas:
 - (a) Joint research collaboration and publications as well as community service mutually-agreed upon areas of study.
 - (b) Creating a program of exchange of their respective faculty members, pre service teacher and students for instructional research and cultural purposes. The agreement covers all disciplines offered by the respective institutions;
 - (c) Explore the potential of co-sponsoring international conferences and academic exchanges in areas of joint interests, the arrangements of which shall be subjected to terms and conditions as may be mutually agreed upon by the parties.
 - (d) Exchange educational materials, curriculum and instructional information beneficial to both parties;
 - (e) Explore the possibility of offering dual or joint-degree programs subject to terms and conditions as may be mutually agreed by the parties.

2. The details of any specific joint activities arising as a result of further discussions pursuant to this Memorandum of Understanding will be set forth in an Agreement, the terms of which are to be agreed upon by the parties hereto and to be signed at the relevant time by the Parties.

3. The Parties will each identify a person (“the **Coordinator**”) who will be responsible for the implementation of the co-operative programme under this Memorandum of Understanding.

ARTICLE III

INTELLECTUAL PROPERTY AND CONFIDENTIALITY

1. Data and reports collected during the performance of work of research collaboration, as well as final results will remain confidential.
2. When a party wishes to use the partial or final result of research, in part or in whole, as an article for publication, conference, or other arrangements, such party must seek the agreement of the other party in writing.
3. The obligation of confidentiality herein shall survive the termination of this MoU and remain binding on the Parties without limitation of time.

ARTICLE IV

FINANCIAL ARRANGEMENTS

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

ARTICLE V

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 any legally binding or enforceable obligations, express or implied.

ARTICLE VI

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 VII
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.
3. This Memorandum of Understanding may be terminated prior to the expiry date by mutual agreement between both Parties, subject to at least two (2) month's prior written notice.

ARTICLE VIII
VARIATION AND AMENDMENTS

The terms stipulated in this Memorandum of Understanding cannot be altered, changed or otherwise modified unless mutually agreed to by the Parties in writing.

ARTICLE IX
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 Understanding which suspension shall take effect immediately after notification has been given to the other Party through diplomatic channels.

ARTICLE X
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.

ARTICLE XI
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 Universiti Pendidikan Sultan Idris or UPSI 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:

IN WITNESS WHEREOF THE UNDERSIGNED, being duly authorized by their respective organizations, sign this Memorandum of Understanding on the date as above written:

SIGNED BY

For and on behalf of

UNIVERSITI PENDIDIKAN SULTAN IDRIS

SIGNED BY

For and on behalf of

UNIVERSITAS NEGERI PADANG

.....
**PROF. DATO' DR. MOHAMMAD SHATAR
SABRAN**

Vice Chancellor
Universiti Pendidikan Sultan Idris

In the presence of:

.....
PROF. GANEFRI, Ph.D

Rector
Universitas Negeri Padang

In the presence of:

.....
DR HAJAH ZAINAB OTHMAN

Registrar
Universiti Pendidikan Sultan Idris

.....
Prof. Dr. Syahrial Baktiar, M.Pd

Vice Rector IV
Universitas Negeri Padang

