



## **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**UNIVERSITY MALAYSIA OF COMPUTER SCIENCE AND ENGINEERING,  
MALAYSIA**

**AND**

**UNIVERSITAS BHAMADA SLAWI, INDONESIA**

**This Memorandum of Understanding** (hereinafter referred to as “MOU”) is made and entered into on this Tuesday, 14 November 2023 (hereinafter referred to as “the Effective Date”),

BETWEEN

**UNIVERSITI MALAYSIA OF COMPUTER SCIENCE & ENGINEERING**, a private institution of higher learning licensed and registered under the Private Higher Educational Institutions Act 1996 having its address at Level 8 & 9, Menara BAC, Jalan Utara, Section 14, 46200 Petaling Jaya, Selangor, Malaysia (hereinafter referred to as “**UniMy**”) of the one part;

AND

**UNIVERSITAS BHAMADA SLAWI**, a private high learning institution whose address is at Jl. Cut Nyak Dhien No. 16, Kelurahan Kalisapu, Kecamatan Slawi, Kabupaten Tegal, Kode Pos 52416, Central Java, The Republic of Indonesia. (hereinafter referred to as “**UNIVERSITAS BHAMADA SLAWI**”) of the one part;

Each separately known as a “Party” or collectively known as the “Parties”.

WHERE AS:-

- A. **UNIVERSITAS BHAMADA SLAWI**, is a private university established specialized in the field of Health Sciences, Computer Sciences, and Digital business.
- B. **UNIMY**, a private university, offering foundation, diploma, undergraduate and post-graduate degree programs in the technical fields especially in Computing Technology, Business Technology and Engineering.
- C. The Parties, in recognizing the mutual interest and benefit in strengthening co-operation in pursuing of their desire to co-operate in defined areas, have arrived at the understanding set forth herein.
- D. The Parties hereto wish to express their intention to co-operate and work together by entering into this MOU to record to their understanding in principle and to establish the guidelines under which the Parties will work together to accomplish these goals.

NOW THEREFORE THE PARTIES HEREBY UNDERSTAND AS FOLLOWS:

## **1 PURPOSE OF THIS MOU:**

- 1.1. The purpose of this MOU is to set out the basis for co-operation between the Parties with a view to explore and enhance academic links and other academic services.
- 1.2. The Parties assure each other that this co-operation is based upon mutual trust and fair performance to achieve a sustainable relationship.
- 1.3. The Parties acknowledge and agree that the respective rights and obligations of the Parties remain to be defined in the Agreement which shall supersede this MOU and all other communications between the Parties with respect to the Subject Matter.

## **2. OBJECTIVES**

The objectives of the understanding are as follows:

- To the reciprocal the exchange of, and visits by, academic staff and students for the purpose of research, teaching and discussions;
- To engage in joint research activities and publications;
- To encourage the organization of bi-lateral symposia, conferences and meetings on research issues;
- To develop joint and dual degrees at both Undergraduate and postgraduate levels;
- To encourage exchange of information pertaining to teaching and research at each institution;
- To develop short-term academic and professional development programmes;
- To develop the capability for career centre orientation for new students and for graduate students;
- To develop an ICT proficiency and certification training programs;
- To develop language instruction and proficiency certification programs;
- Other areas in which there is mutual interest in cooperation and development.

### **3. IT IS AGREED BY BOTH PARTIES**

as follows:-

- 3.1: the Parties undertake to make detailed arrangements for the implementation and development of specific projects or activities within the framework of this MOU through meetings, exchanges of letters and other formal instruments. Each of the Parties shall be responsible for coordinating the implementation of its side of the activities. Each of the Parties shall assign a person to be in charge of implementing and maintaining this Memorandum of Cooperation (MoC) and negotiating and managing any changes;
- 3.2: the Parties shall consult together upon request of either Party regarding any matter relating to the terms of the MOU and shall endeavour jointly in a spirit of cooperation and mutual trust to resolve any difficulties or misunderstanding, which may arise;

### **4. COMMITMENTS OF UNIMY AND UNIVERSITAS BHAMADA SLAWI**

#### **4.1 In Respect of Staff Exchanges**

- 4.1.1 Both institutions will consult on a regular basis, the possibility of staff exchange in areas of teaching, research or administration. The period of the exchange will not exceed a year.
- 4.1.2 Both institutions will ensure that the selected staff meets the appropriate work requirements as determined and agreed upon by the two parties. It is also agreed that the intended exchange be made known to the host institution at least three months in advance.
- 4.1.3 Where an exchange is affected, the salary, travelling and living expenses will be the responsibility of the institutions from which the exchange is made (hereinafter called "*the home institution*") unless otherwise negotiated.
- 4.1.4 Staff is expected to purchase health and travel insurance as required by the host country; they must present these documents and their translations to the host institution before departure from the home country.
- 4.1.5 Each institution may nominate up to 1 of its staff members per year to participate in the exchange.

- 4.1.6 The host institution will assist the exchange staff in dealing with administrative procedures inclusive of application for visa and other immigration matters.
- 4.1.7 In the case of teaching and research staff members on exchange, advance understanding shall be made between the two institutions with respect to access to special facilities such as laboratories, dedicated equipment, and the like.
- 4.1.8 The institution in which the exchange is made (hereinafter called "*the host institution*") shall not impose any bench fees for the attachment of staff.

## **4.2 In Respect of Student Exchange**

- 4.2.1 Both institutions will ensure that the selected student(s) meet the appropriate admission requirements as determined and agreed upon by the two parties. It is agreed mutually that the intended exchange be made known to the host institution at least three months in advance.
- 4.2.2 Where an exchange is affected, all the travelling and living expenses will be the responsibility of students.
- 4.2.3 The institution in which the exchange is made (hereinafter called "*the host institution*") shall not impose any fees or tuition costs on the exchange student(s) apart from optional student activities.
- 4.2.4 Students are expected to purchase health and travel insurance as required by the host country; they must present these documents and their translations to the host institution before departure from the home country.
- 4.2.5 Either institution may nominate up to 2 of its students per year to participate in the exchange. Both institutions agree that the minimum length of student exchange is 3 months and shall not exceed one year for each student.
- 4.2.6 The host institution will assist the exchange student in finding appropriate accommodation and in dealing with administrative procedures.
- 4.2.7 Both institutions affirm that the exchange students have the necessary personal funding resources to meet their financial obligations.

### **4.3 In Respect of Associated Exchange Matters**

- 4.3.1 Both institutions agree to provide on “as needed” basis, orientation of staff and students in respect of language, culture, customs, and other life skills which may be necessary for the staff and students to obtain the maximum benefit from the exchange experience.
- 4.3.2 All individuals on exchange under this understanding shall be subject to the laws of the host country and the legislation, in whatever form, governing the affairs of the host institution.
- 4.3.3 Reciprocity will be ensured on a 3-year basis. The exchange can be of various combinations, i.e., student/student or student/staff exchange so as to achieve a balance.
- 4.3.4 Both UNIMY and **UNIVERSITAS BHAMADA SLAWI** acknowledge that the provision in this understanding represent their mutual intentions and commitment towards staff/student exchanges and sharing of information and facilities in accordance with the terms and conditions of this understanding, but this understanding is not intended to create any legal binding obligations nor contractual relationship between the parties. In the event that a separate legal understanding needs to be executed in relation to this, both parties may negotiate in good faith on the terms and conditions of a legal understanding to be executed at any other appropriate time.

### **5 DURATION AND TERMINATION**

- 5.1 This understanding shall be in force for a period of 5 years from the date of signatory by both parties and shall be renewable after re-negotiation procedures have been completed.
- 5.2 Either party shall be competent to terminate the understanding on giving at least six (6) months prior notice to the other party in writing.

### **6 CONFIDENTIALITY**

- 6.1 For the purpose of this MOU, “Confidential Information” means any information whether prior to or hereinafter disclosed by a Party (hereinafter referred to as the “Disclosing Party”) to the Other Party (hereinafter referred to as the “Receiving Party”) in the course of this MOU involving technical, business, marketing, policy, know-how, planning, project management and other information data and/ or solutions, in whatever media including but not limited to any information which is designated in writing to be confidential by

its nature intended to be for the knowledge of the Receiving Party or if orally given, is given in the circumstances of confidence.

- 6.2 No Party shall at any time disclose any Confidential Information to any third party any terms of this MOU or any documents referred to herein except it is necessary for the performance of its respective obligations hereunder or use Confidential Information for the purpose of submitting any other proposal related to this MOU.

## **7 IMPLEMENTATION AND TERMINATION**

- 7.1 This MOU shall take effect from the Effective Date and shall be valid the period of one (1) year unless and otherwise terminated in accordance with clause 5.2 of this MOU.
- 7.2 This understanding shall be in force for a period of 5 years from the date of signatory by both parties and shall be renewable after re-negotiation procedures have been completed.
- 7.3 This MOU may be modified by mutual determination of the parties and may be terminated by giving the six (6) months prior written notice to the other Party without legal effect. Any program or activity that has been approved or implemented at the time of the termination of this MOU shall be allowed to proceed until its schedule completion, unless otherwise agreed upon by both parties.

## **8. LIMITATION OF LIABILITY**

In no event shall either Party be liable to the other for any damages whatsoever including, without limitation, direct, indirect, speculative, incidental, special or consequential damages in connection with performance of the obligations under this MOU.

## **9. GENERAL**

### **9.1 Notices**

A notice or other communication to or by a Party must be in legible writing in English language and delivered to the address or sent to the facsimile number of the other Party as shown below:

To UNIMY

**Att: Manager of International Office**

UNIMY

Level 8 & 9, Menara BAC,

Jalan Utara, Section 14,

46200 Petaling Jaya, Selangor,

Malaysia

e-mail: [amira.azizan@unimy.edu.my](mailto:amira.azizan@unimy.edu.my)

To **UNIVERSITAS BHAMADA SLAWI**

**Att: Vice Rector for Student Affairs**

Firman Hidayat, M.Kep.,Ns.,Sp.Kep.J

Jl. Cut Nyak Dhien No. 16, Kelurahan Kalisapu, Kecamatan Slawi,

Kabupaten Tegal, Kode Pos 52416, Central Java, The Republic of

Indonesia

Telp. (0283) 6197570 - 6197571.

Email : [universitasbhamada@gmail.com](mailto:universitasbhamada@gmail.com) Web : <https://bhamada.ac.id/>

**9.2 Mutual Expense and Reliance**

Each Party will be responsible for its own expenses during the discussions in connection with this MOU, and all discussions shall be done in good faith for the mutual benefit of both Parties involved. Any action taken in reliance on the understanding expresses in this MOU shall be at the Parties' own risk.

**9.3 Waiver and Modifications**

No variations, modification or alteration of any provisions of this MOU shall be effective unless made with the prior written agreement of the Parties.

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In Witness Whereof the parties have set their respective hands on this understanding.



**UNIVERSITAS BHAMADA SLAWI**

Signed by:

  
  
Dr. Maufur  
Rector  
**UNIVERSITAS BHAMADA SLAWI**

Witnessed by:

  
\_\_\_\_\_  
PROF. DR. H. MUDZAKKIR ALI, M.A  
Head of APTISI Commisariate I Region VI  
Central Java

UNIMY

Signed by:



PROF. TS. DR. SALWANI MOHD DAUD

Vice Chancellor

UNIMY



Witnessed by:

  
\_\_\_\_\_  
**NOOR AZIZAH A. DENAN**  
Registrar  
UNIMY