

# MEMORANDUM OF UNDERSTANDING BETWEEN THE UNIVERSITY OF BENGKULU, INDONESIA

#### AND





With the objective of strengthening their mutual cooperation as well as striving for the promotion of mutual exchange between **THE UNIVERSITY OF BENGKULU**, **INDONESIA** (hereinafter referred to as "UNIB"), having its address at W.R. Supratman Street, Kandang Limun, Bengkulu 38371 A, Indonesia, and **UNIVERSITY OF NEW ENGLAND**, **AUSTRALIA** (hereinafter referred to as "UNE"), having its address at Armidale NSW 2351, Australia, have concluded the following memorandum:

# **Article 1: Fields of Cooperation**

Cooperation between the two universities will be undertaken from the perspective of promoting academic and culture ties. The cooperation will include educational and research activities in areas of Teaching and Education, and other disciplines offered at the two universities.

## **Article 2: Forms of Cooperation**

- 1. Both universities agree that their cooperation will include, but not be limited to following areas:
  - I. The promotion of exchange of faculty members and/or researchers from both universities;
  - II. Promotion of collaborative research and collaborative publication of research results by faculty members and researchers from both universities;
  - III. Promotion of the exchange of students from both universities;
  - IV. Promotion of the exchange of reference data, publications, and academic information and literature;
  - V. Facilitation of the exchange of administrative and secretarial personnel attached to the academic departments and colleges research laboratories and centers, libraries, and assorted administrative bodies of each university.
  - VI. Facilitation of UNIB Staff to pursue a Doctorate study at UNE, in which UNIB agrees to regard UNE as preferred university for its staff to pursue a postgraduate study, e.g. Ph.D or other similar degrees at UNE, and in return UNE may offer some assistance in providing some academic English for the UNIB staff concerned.
- 2. Except of those provisions set forth explicitly in this document, any conditions related to implementing the activities referred to in this Memorandum will be negotiated by both universities and the concerned parties and agreed to in a written document in advance of commencing the activities.

### **Article 3: Exchange of Faculty Members and Researchers**

1. Both universities will endeavor to facilitate visits by faculty members and researchers from the other. Visiting faculty members and researchers will comply with administrative procedures required by and regulations of a host university.

- 2. Both universities may provide economic support for visiting faculty members of researchers from the other university.
- 3. Both universities will provide assistance to visiting faculty members and researchers from other university in securing living accommodations.
- 4. Both universities will accord to visiting faculty members and researchers from other university in the use of researcher space, libraries and other facilities, opportunities to audit lectures free of charge, and to the extent possible other common courtesies generally granted to visiting scholars.

# **Article 4: Student Exchanges**

Both universities will exchange postgraduate and practical training program students. The detailed conditions governing such student exchanges will be negotiated and executed under a separate legally-binding agreement.

# **Article 5: Intellectual Property**

The two parties agree that, in the event of research collaboration leading to patent rights, copyrights or other intellectual property rights, a further legally-binding agreement must be negotiated in each case in accordance with the policies of the two parties on intellectual property.

### **Article 6: Conferences and Seminars**

Periodically, conferences and seminars on academic writing and publication and related areas may be held in Australia and in the Republic of Indonesia. Faculty, staff and students from both parties may participate depending on the availability of funds.

# Article 7: Specific cooperative activities

Matters of detail relating to specific cooperative activities, projects and other matters relating to the implementation of this Memorandum will be negotiated and executed under a separate legally-binding agreement and relevant supporting agreements.

# Article 8: Legal Effect of Memorandum

This Memorandum is only to express the intentions of the Parties. The expressed intentions are not binding and no legally-binding obligations are intended to, or do, arise as a consequence of the signing of this Memorandum. Actions taken by either Party in reliance on this Memorandum will be at that Party's sole risk.

#### Article 9: Memorandum Administrators

Ultimate responsibility for this memorandum lies with Vice Chancellor or Vice President of each university, but administrative responsibility for its administration will be delegated to the following officers at each university:

- I. Dr. Zifirdaus Adnan, for University of New England.
- II. Prof. Safnil, MA., Ph.D, and assisted by Dr Yansen, for the University of Bengkulu.

### Article 10: Validity of Memorandum

- 1. This Memorandum will come into force on the date that the governing bodies of both universities give their formal approval and will remain the effect for period of 2 (two) years after which it may be renewed.
- 2. Either party may terminate this Memorandum by officially notifying the other party of its intent to do so in writing by registered post six (6) months in advance.
- 3. The provisions of this Memorandum may be amended at any time by the mutual consent in writing of both universities.

- 4. Each separate legally-binding agreement will specify the objectives manner of executions, financial obligations, term of validity, and administrative responsibility of each institution.
- 5. Any matter not clarified in this Memorandum will be resolved by mutual agreement of the participating institutions.

The University of Bengkulu

The University of New England

Dr Ardilafiza

Vice Rector for Planning and

Corporation

Date: 29/04/2019

Prof Annabelle Duncan

Vice-Chancellor and CEO

Date: 29/04/2019