

MEMORANDUM OF UNDERSTANDING BETWEEN UNIVERSITY OF BENGKULU AND UNIVERSITY OF BATTAMBANG



University of Bengkulu hereinafter referred to as the (1), and University of Battambang hereinafter referred to as the (2):

- -Considering their common interest in promoting the mutual cooperation in the academic relationships between the two institutions; and
- -Pursuant to the prevailing laws and regulations in Indonesia, as well as in Cambodia

HAVE AGREED AS FOLLOWS: ARTICLE I OBJECTIVE

The objective is to extend cooperative relations between the two institutions especially to develop academic exchanges between the two institutions in education and other areas.

ARTICLE II SCOPE OF ACTIVITIES

The scope of activities of the Cooperative Agreement shall include but not be limited to:

- i) training programs, including degree and non-degree programs;
- ii) research collaboration in areas of mutual interest to both parties;
- iii) exchange of scientific materials made available by both parties;
- iv) exchange of scholars/students in the course of academic programs, conferences, seminars and other areas of mutual interest.

ARTICLE III PLAN OF OPERATION

 A detailed description of the Scope of Activities in Article II shall be defined in a plan of Operation which shall constitute an integral part of this Memorandum of Understanding.

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 The Plan of Operation shall be drawn up and agreed to by both parties, agreed to by the Ministry of Education and Culture and approved by the Government of the Republic of Indonesia and the Ministry of Education/Cambodia Government

ARTICLE IV CONTRIBUTION BY THE (1)

In accordance with the prevailing laws and regulations, and subject to personnel and budget limitations the (1), shall:

- i) provide faculty members to give lectures, to engage in joint research or for the exchange of views to further these objectives;
- provide necessary funding for the execution of the obligation of (1) as specified in the Plan of Operation; and
- iii) assist in arranging necessary permits including work and stay permits for approved expatriate staff and experts as are needed to enter and leave the country.

ARTICLE V CONTRIBUTION BY THE (2)

The (2), subject to personnel and budget limitations, shall:

- assign qualified experts and lecturers to assist in the implementation of activities under this Memorandum of Understanding;
- provide such experts with funds for all necessary expenses such as tuition, living allowance, transportation, room, board, books, health insurance, personal and incidental expenses, etc.;
- provide necessary funding for the execution of the obligation of the (2) as specified in the Plan of Operation.

ARTICLE VI

INTELLECTUAL PROPERTY RIGHTS RESULTS AND PUBLICATION

- All biological materials, information and intellectual property arising from the Plan of operation shall be freely available for research purposes to both parties;
- Any commercial exploitation of such biological materials, information and intellectual
 property shall be made by both Parties jointly and will be the subject of separate agreements in
 accordance to the regulation of the Republic of Indonesia;
- Material required for publications within the framework of the activities under this
 Memorandum of Understanding shall be mutually drawn up by both Parties.

ARTICLE VII SETTLEMENT OF DIFFERENCES

Any differing viewpoints and interpretations of Memorandum of understanding can only be made after consultation and written mutual this consent from the two Parties;

ARTICLE VIII AMENDMENTS, DURATION AND TERMINATION

- Amendment/s to this Memorandum of understanding can only be made after consultation and written mutual consent from the two Parties.
- This Memorandum of understanding shall be effective from the date of its signing and shall be
 valid for five (5) years from that date and will be automatically renewed on an annual basis
 thereafter unless terminated or replaced with an alternative Memorandum of Understanding.
- 3. This Memorandum of Understanding may be terminated by either party by written notice given at least six (6) months in advance of such termination. In the event that the Memorandum of Understanding ceases to be in effect by reason of termination thereof, the Plan of operation shall continue to apply to the extend necessary to secure the implementation of existing activities as agreed upon in the Plan of Operation.

Signed by

Prof. Zainal Muktamar, M.Sc., Ph.D

Rector

University of Bengkulu,

Indonesia

Date: 2 May 2012

Touch Visalsok, Ph.D.

Recto

University of Battambang

Cambodia

Date: 2 Mary 2012