



## **MEMORANDUM OF UNDERSTANDING**

### BETWEEN

## **UNIVERSITI SULTAN ZAINAL ABIDIN**

AND

**UNIVERSITAS BENGKULU** 

THIS MEMORANDUM OF UNDERSTANDING is made this 26th of April, 2019;

#### BETWEEN

UNIVERSITI SULTAN ZAINAL ABIDIN (hereinafter referred to as "UniSZA"), a public university established under the Universities and University Colleges Act 1971 [Act 30] whose address is at Kampus Gong Badak, 21300 Kuala Nerus, Terengganu Darul Iman, Malaysia and shall include its lawful representatives and permitted assigns;

#### AND

**UNIVERSITAS BENGKULU** (hereinafter referred to as "UNIB"), a public university established under Presidential Decree of Republic of Indonesia, with its main campus at Jalan W.R. Supratman, Kandang Limun, 38371 Bengkulu, Sumatera, Indonesia and shall include its lawful representatives and permitted assigns;

UniSZA and UNIB herein after referred to individually as "the Party" and collectively as "the Parties".

#### WHEREAS

- A. UniSZA is an established public university which strives to enhance and strengthen its commitment to producing global leaders of tomorrow, and has taken various initiatives to complement its educational excellences. UniSZA has entered into various collaborative arrangements with other parties to enhance quality education and research.
- A. UNIB is a higher educational organization committed to providing the best educational services. Various initiatives have been taken to enhance academic environment. Teaching quality is a significant aspect that is continuously improved. UNIB has multidisciplinary staff members who have conducted researches in various areas. UNIB has also built collaborative partnerships with other parties in order to improve its services.
- 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 on the terms as contained herein.

#### HEREBY 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 in force from time to time in each Party's country, will endeavour to strengthen, promote and develop co-operation between the Parties on the basis of equality and mutual benefit.

# ARTICLE II AREAS OF CO-OPERATION

- 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 faculty members and researchers;
  - (b) Exchange of students;
  - (c) Organization of joint research projects, including conferences and meetings;
  - (d) Exchange of information and publications; and
  - (d). Any other areas of co-operation which may 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 may separately 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".

#### **ARTICLE III**

#### FINANCIAL ARRANGEMENTS

- This Memorandum of Understanding will not give rise to any financial obligation by one Party to other.
- 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 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 organization 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

- This Memorandum of Understanding will come into effect on the date of signingandwillremain in effect for a period of FIVE (5) years.
- This Memorandum of Understanding may be extended for a further period as may be agreed in writing by the Parties.

# ARTICLE VII

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 UniSZA or UNIB, 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:

#### UNIVERSITI SULTAN ZAINAL ABIDIN:

Address : Faculty of Aplied Social Sciences,

Universiti Sultan Zainal Abidin,

Kampus Gong Badak,

21300 Kuala Nerus, Terengganu,

MALAYSIA.

Attn. To : Prof. Dr. Ramle bin Abdullah

Email : ramle@unisza.edu.my

Tel : +609-6688093 / 8308 / 8306

Fax : +609-6687895

#### UNIVERSITAS BENGKULU:

Address: Jalan W.R. Supratman,

Kandang Limun, 38371 Bengkulu,

Sumatera, INDONESIA.

Attn. To : Office of Partnership and International Affairs

Email : international@unib.ac.id

Tel : +62-736-21170; 21884 ext 190

Fax : +62-736-22105

The foregoing record represents the understandings reached between UNIVERSITI SULTAN ZAINAL ABIDIN and UNIVERSITAS BENGKULU upon the matters referred to therein.

**IN WITNESS WHEREOF**, the undersigned, being duly authorised by their respective organisations, hereunto have executed this Memorandum of Understanding on the year and date first above written and have signed this Memorandum of Understanding in duplicates in TWO (2) original texts, each in the English language, all texts being equally authentic.

SIGNED BY

for and on behalf of

UNIVERSITI SULTAN ZAINAL ABIDIN

SIGNED BY

for and on behalf of

**UNIVERSITAS BENGKULU** 

PROF. DATO' DR. HASSAN BASRI BIN

**AWANG MAT DAHAN** 

Vice Chancellor

Universiti Sultan Zainal Abidin

DR. RIDWAN NURAZI

Rector

Universitas Bengkulu

In the presence of:

In the presence of:

ISMAIL BIN AHMAD

Registrar

Universiti Sultan Zainal Abidin

DR. ARDILAFIZA

Vice Rector for Planning and Cooperation

Universitas Bengkulu