



## **MULTILATERAL MEMORANDUM OF UNDERSTANDING (MOU)**

**AMONG**

**UNIVERSITY COLLEGE OF YAYASAN PAHANG (UCYP) – MALAYSIA**

**POLITEKNIK NEGERI MALANG (POLINEMA) – INDONESIA**

**PHETCHABURI RAJABHAT UNIVERSITY (PBRU) – THAILAND**

**UNIVERSITAS NEGERI MEDAN (UNIMED) – INDONESIA**

**UNIVERSITAS BENGKULU (UNIB) – INDONESIA**

**THIS MULTILATERAL MEMORANDUM OF UNDERSTANDING** is made on the **21<sup>st</sup> of November, 2019.**

**BETWEEN**

**UNIVERSITY COLLEGE OF YAYASAN PAHANG (REGISTRATION NO: DKU039(C))**, a University College registered and established by KYP Education Sdn. Bhd. under the Private Higher Educational Institutions Act 1996, and is located at Level 2 & 3, Kompleks Yayasan Pahang, Tanjung Lumpur, 26060 Kuantan, Pahang Darul Makmur, (hereinafter referred to as "**UCYP**") and shall include its lawful representatives and permitted assigns; as the First Party;

**AND**

**POLITEKNIK NEGERI MALANG** was established by the Government of Indonesia through the World Bank fund with the experts from Switzerland. In 1982, the structure of organization was regulated by the **Decree of the President of the Republic of Indonesia, No. 59 / 1982**. Politeknik Negeri Malang is located at Jl. Sukarno-Hatta 09 Malang, Jawa Timur, Indonesia, (hereinafter referred to as "**POLINEMA**") and shall include its lawful representatives and permitted assigns; as the Second Party;

**AND**

**PHETCHABURI RAJABHAT UNIVERSITY**, a local and public university in Thailand founded in 1926, and is located at 38 Moo 8, Had Chao Samran Road, Na Woong, Muang, Phetchaburi 76000, THAILAND (hereinafter referred to as "**PBRU**") and shall include its lawful representatives and permitted assigns; as the Third Party;

**AND**

**UNIVERSITAS NEGERI MEDAN**, a university established and registered as a State-owned Legal Entity under the Decree of Higher Education and Science Ministry No 34/1965, restated under the President Decree No.124/1999 whose address is at Jalan Williem Iskandar Pasar V Medan Estate 20221, Sumatra Utara, Indonesia (hereinafter referred to as "**UNIMED**") and shall include its lawful representatives and permitted assigns; as the Fourth Party;

**AND**

**UNIVERSITAS BENGKULU**, 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 (hereinafter referred to as "**UNIB**") and shall include its lawful representatives and permitted assigns; as the Fifth Party.



(hereinafter referred to singularly as "the Party" and collectively as "the Parties").

**WHEREAS:**

A. The Parties are desirous of entering into this Multilateral Memorandum of Understanding (hereinafter referred to as "MOU") to declare their respective intentions and to establish a basis of direct cooperation and collaboration in the field of research, conference, publication, education, the exchange of lecturers; students; cultural materials, and training programs of mutual interest, among the Parties upon the provisions as contained herein. More specifically, this MoU will promote:-

1. Collaboration in conducting research, community service and academic publication.
2. Participation in academic forum such as international conference, workshop and training.
3. Sharing of research scholar, qualified editor and reviewer for academic journals development.
4. Exchange of academic and non-academic staff and students of mutual interest of among universities.
5. Exchange of educational and cultural materials of mutual interest among the universities.
6. Opportunities for students to have training in one institution/university.
7. Opportunities for students to be placed at any attached industries for practical training by host institution/university.
8. Opportunities for qualified students to be enrolled at one university to further study at the other university.
9. To approve and allow credit transfer, and ensure student transfers will meet admission standard established by the respective institution/university.
10. To explore the opportunities of embarking the dual-degree and joint-degree programs among universities.

**THE PARTIES HAVE REACHED** the following understandings:

**SECTION 1**

**OBJECTIVE**

The Parties, subject to the provisions of this MOU and the laws, rules, regulations and national policies in force from time to time in each Party's country, will endeavour to establish, promote and develop on a basis of direct cooperation and collaboration in the field of research, education, the exchange of lecturers; students; cultural materials, and training programs.

## **SECTION 2**

### **AREAS OF COOPERATION**

2. The Parties hereby agree to implement within the framework of the rules and regulations applicable in each of the institutions and subject to availability of funds and resources, the following programmes and activities, which may include, but not limited to:

#### **2.1 Research**

Parties agree to conduct research with the intention of publication in academic journals, or presented in academic conferences. Parties shall sign a separate commercialization agreement in the event if a joint research project is commercialized.

#### **2.2 Community Service**

Parties agree to lead community services with the intention of betterment of society and the publication of result in journals, magazine, newspaper or presented in conferences. Parties shall sign a separate commercialization agreement in the event if the joint community service project is commercialized.

#### **2.3 Academic Forum**

Parties will endeavour to conduct joint academic forum programs such as conference, workshop and training of mutual interest on such provisions to be decided upon mutually in writing between and/or among the Parties.

#### **2.4 Education and Culture Programs**

Parties will endeavour to provide joint education and culture programs of mutual interest on such provisions to be decided upon mutually in writing between and/or among the Parties.

#### **2.5 Sharing Research Scholar, Editor and Reviewer**

Parties agree to share research scholar, qualified editor and reviewer for academic journals development in each university such provisions to be decided upon mutually in writing between and/or among the Parties.

#### **2.6 Exchange Staff and Students**

Parties agree to exchange lecturers and students such provisions to be decided upon mutually in writing between and/or among the Parties.



## **2.7 Students Enrollment**

Parties agree to set up the admission for students to be enrolled in one university and study at the other university such provisions to be decided upon mutually in writing between and/or among the Parties.

## **2.4 Cooperation in Other Areas**

The link and cooperation may, subject to mutual agreement in writing, be extended to other areas not mentioned above to be mutually decided upon by the Parties.

## **SECTION 3**

### **FINANCIAL ARRANGEMENTS**

- 3.1 Each Party shall bear its own costs in implementing any activities in relation to this MoU.
- 3.2 Each Party shall be liable for its own taxation in relation to this MoU, including stamp duty, if any taxes are applicable.

## **SECTION 4**

### **EFFECT OF MOU**

This MOU 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 or create any legally binding or enforceable obligations, express or implied.

## **SECTION 5**

### **REVISION, MODIFICATION AND AMENDMENTS**

- 5.1 Any revision, modification or amendment to this MOU to be by the Parties shall be reduced into writing and signed by the Parties and shall form part of this MOU.
- 5.2 The Party shall make a request to all parties in writing for amendment or modification of all or any part of this MOU.

- 5.3 Such revision, modification or amendment shall come into force on such date as may be determined by the Parties.
- 5.4 Any revision, modification and amendment shall not prejudice the rights and obligations arising from or based on this MOU before or up to the date of such revision, modification or amendment.

## **SECTION 6**

### **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 MOU which suspension will take effect immediately after notification has been given to the other Party through diplomatic channels.

## **SECTION 7**

### **ENTRY INTO EFFECT, DURATION AND TERMINATION**

- 7.1 This MOU will come into effect on the date of signing and will remain in effect for a period of **five (5) years**.
- 7.2 This MOU may be extended for a further period as may be agreed in writing by the Parties.
- 7.3 Each Party may terminate this MOU by giving the other Party at least three (3) months written notice of that intention.
- 7.4 The provisions of this MOU or any other written agreements in respect of any on-going exchange scheme, programme or any form of cooperative work under this MOU will continue to apply until their completion unless both Parties mutually decide in writing to the earlier termination of the scheme, programme or cooperative work.

## **SECTION 8**

### **PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

- 8.1 The protection of intellectual property rights will be enforced in conformity with the respective national laws, rules and regulations of the Parties. and with other agreement signed by both Parties.
- 8.2 The use of the name, logo and/or official emblem of any of the Parties on any publication, document and/or paper is prohibited without the prior written approval of either Party.
- 8.3 Notwithstanding anything in Paragraph 8.1 above, the intellectual property rights in respect of any technological development and any products and services development, carried out :-
- 8.3.1 Jointly by the Parties or research results obtained through the joint activity effort of the Parties, will be jointly owned by the Parties in accordance with the provisions to be mutually decided upon; and
- 8.3.2 Solely and separately by the Party or the research results obtained through the sole and separate effort of the Party, will be solely owned by the Party concerned.

## **SECTION 9**

### **CONFIDENTIALITY**

- 9.1 Each Party will observe the confidentiality and secrecy of documents, information and other data received from or supplied to, the other Party during the period of the implementation of this MOU or any other agreements made pursuant to this MOU.
- 9.2 For purposes of Paragraph 9.1 above, such documents, information and data include any documents, information and data which is disclosed by a Party (the Disclosing Party) to the other Party (the Receiving Party) prior to, or after, the execution of this MOU, involving technical, business, marketing, policy, know-how, planning, project management and other documents, information, data and/or solutions in any form, including but not limited to any document, information or data which is designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving Party or if orally given, is given in the circumstances of confidence.
- 9.3 Both Parties agree that the provisions of this Section 9 will continue to have effect between the Parties notwithstanding the termination of this MOU.



## **SECTION 10**

### **NO AGENCY**

Nothing contained herein is to be constituted 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.

## **SECTION 11**

### **PERSONAL DATA PROTECTION**

The parties shall at all times be in full compliance with the Personal Data Protection Act 2010 ("PDPA") in the performance of the obligations under this MOU.

## **SECTION 12**

### **SETTLEMENT OF DISPUTES**

- 12.1 Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any provision of this MOU and the agreements made pursuant to this MOU shall be settled amicably through mutual consultation and/or negotiations between the Parties.

## **SECTION 13**

### **NOTICES**

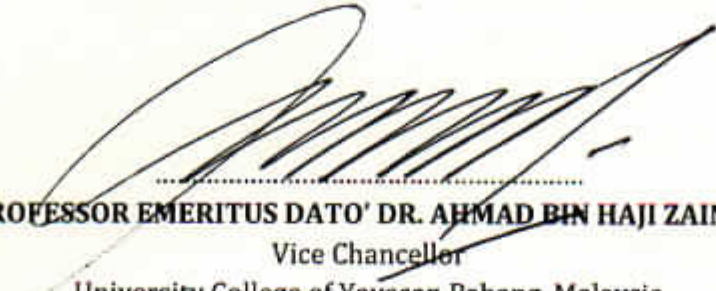
Any communication under this MOU will be in writing in the English language and delivered personally or sent by registered mail to the address or sent to the electronic mail address or facsimile number of **UCYP, POLINEMA, PBRU, UNIMED or UNIB**, as the case may be, shown below or to such other address or electronic mail address or facsimile number as either Party may have notified the sender and will, 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:



- To UCYP : UNIVERSITY COLLEGE OF YAYASAN PAHANG, MALAYSIA**  
 Deputy Vice Chancellor of Industrial Relations & Research Development  
 University College Of Yayasan Pahang  
 Level 2, Kompleks Yayasan Pahang,  
 Tanjung Lumpur  
 26060 Kuantan, Pahang Darul Makmur  
 Tel : 09-5343999  
 Fax : 09-5341399  
 Email: [rmc@ucyp.edu.my](mailto:rmc@ucyp.edu.my)
- To POLINEMA : POLITEKNIK NEGERI MALANG, INDONESIA**  
 International Relation Officer  
 Politeknik Negeri Malang  
 Jl. Soekarno-Hatta 09 Malang, Jawa Timur, Indonesia  
 Tel : +62 341 404423 - 404424  
 Fax : +62 341 404423  
 Mobile : +62 8123280116  
 Email : [abdullah.helmy@polinema.ac.id](mailto:abdullah.helmy@polinema.ac.id)
- To PBRU : PHETCHABURI RAJABHAT UNIVERSITY, THAILAND**  
 Assistant to the President  
 International Affairs Office  
 Muang, Phetchaburi, 76000 THAILAND  
 Tel : 66-32-708605  
 Fax : 66-32-708653  
 Email : [KITSADA.TUN@MAIL.PBRU.AC.TH](mailto:KITSADA.TUN@MAIL.PBRU.AC.TH)
- To UNIMED : UNIVERSITAS NEGERI MEDAN, INDONESIA**  
 Jalan Williem Iskandar Pasar V Medan Estate 20221 Sumatera Utara, Indonesia  
 Attn. To : Kantor Wakil Rektor IV  
 Tel. No. : 0616613319  
 Fax No. : 0616613319  
 E-mail : [international@unimed.ac.id](mailto:international@unimed.ac.id)
- To UNIB : UNIVERSITAS BENGKULU, INDONESIA**  
 Office of Partnership and International Affairs  
 Gedung Rektorat, Universitas Bengkulu  
 Jalan W.R. Supratman, Kandang Limun, 38371 Bengkulu, Sumatera,  
 INDONESIA.  
 Tel : +62-736-21170; 21884 ext 190  
 Fax : +62-736-22105  
 Email : [international@unib.ac.id](mailto:international@unib.ac.id)


**IN WITNESS WHEREOF** the Parties have caused this MOU to be executed in their respective names by their duly authorized representatives the day and year first written above.

For and on behalf of  
**UNIVERSITY COLLEGE OF YAYASAN PAHANG, MALAYSIA**

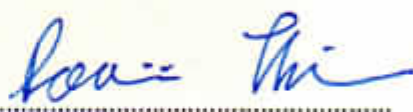
  
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**YH. PROFESSOR EMERITUS DATO' DR. AHMAD BIN HAJI ZAINUDDIN**  
Vice Chancellor  
University College of Yayasan Pahang, Malaysia



For and on behalf of  
**POLITEKNIK NEGERI MALANG, INDONESIA**

  
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**ASSOC. PROF. DR. LUCHIS RUBIANTO**  
Vice Director in Collaboration  
Politeknik Negeri Malang, Indonesia


For and on behalf of  
**PHETCHABURI RAJABHAT UNIVERSITY,  
THAILAND**

  
.....  
**ASST. PROF. DR. SANOR KLINNGAM**  
President  
Phetchaburi Rajabhat University, Thailand

For and on behalf of  
**UNIVERSITAS NEGERI MEDAN, INDONESIA**

  
.....  
**DR. SYAMSUL GULTOM, S.KM., M.Kes**  
Rector  
Universitas Negeri Medan, Indonesia

For and on behalf of  
**UNIVERSITAS BENGKULU, INDONESIA**

  
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**DR. SYAHRIAL**  
Vice Rector for Student Affairs  
Universitas Bengkulu, Indonesia