



THIS MEMORANDUM OF UNDERSTANDING ("MoU") is made on 28 November 2019

BETWEEN:

- (1) **THE CHANCELLOR MASTERS AND SCHOLARS OF THE UNIVERSITY OF OXFORD**, whose administrative office is at University Offices, Wellington Square, Oxford, OX1 2JD, United Kingdom, through its **Faculty of Linguistics, Philology and Phonetics ("Oxford")**; and
- (2) **UNIVERSITY OF BENGKULU**, whose administrative office is at Jl. W.R. Supratman Kandang Limun, Bengkulu 38122 Indonesia, through its **Faculty of Education and Teacher Training ("UNIB")**,

each a "**Party**" and collectively the "**Parties**".

BACKGROUND

- (A) The parties recognise their complementary strengths in the field of Linguistics and wish to strengthen their relationship for the benefit of their students and researchers.
- (B) The parties therefore intend to work together in the areas and in the manner set out below.

1. AREAS OF COLLABORATION

1.1 The parties intend to work together for their mutual benefit in the field of Linguistics. In particular the parties have agreed to develop their collaborative work by:

- 1.1.1 facilitating exchanges of staff and students as mutually agreed by the two parties;
- 1.1.2 hosting each other's staff and students as departmental visitors, to be arranged on an individual basis by agreement between the two parties;
- 1.1.3 exchanging relevant non-confidential publications;
- 1.1.4 exploring opportunities for collaboration on documentation and language learning for languages of Indonesia, the study of heritage, indigeneity and identities in an Indonesian context, and digital humanities for gathering, refining, maintaining, and sharing Indonesian cultural resources;
- 1.1.5 exchanging materials, subject to appropriate agreements;
- 1.1.6 inviting each other's staff and students to attend relevant conferences: such attendance would be at the expense of the attending party unless separate funding had been secured for the purpose.

1.2 The activities listed above are subject to the internal requirements of the parties; and those may require additional legally binding agreements to be entered into on a case-by-case basis. Staff and students of one party who are visiting premises of the other party will be expected to comply with local requirements regarding such matters as health and safety, access and security, and confidentiality. In the case of an agreement to

exchange students, or to confer the status of Visiting Student or Recognised Student on students coming to Oxford, the parties acknowledge that the prior approval of Oxford's Education Committee will be required.

2. FUNDING

- 2.1 The parties will each bear their own costs in relation to the collaboration envisaged by this MoU.
- 2.2 If the parties subsequently secure funding for an element of the activities envisaged by this MoU, and part of that funding is intended to be passed to the other party, a written, binding agreement will be executed to govern the activity in question.

3. DURATION AND TERMINATION

- 3.1 This MoU will begin on the date first mentioned above and will continue for a period of three years. Unless the parties agree to extend the MoU it will terminate at the end of that period.
- 3.2 Either party may terminate this MoU before the end of the period mentioned in clause 3.1 by providing written notice to the other.

4. CONFIDENTIALITY

- 4.1 Each party agrees to hold the terms of this MOU (and related information and documentation) in confidence and not to disclose such information to any third party (other than to such party's legal and professional advisors) without the prior written consent of the other party. This paragraph shall not apply to any specific disclosures which may be required by law.

5. PRESS RELEASES/USE OF NAMES

- 5.1 Neither Party shall make, or permit any person to make, any public announcement concerning this Agreement without mutual agreement as to the text of the public announcement and the subsequent written consent of the other Party (such consent not to be unreasonably withheld or delayed).
- 5.2 No Party shall use the name or any logo of any other Party in any press release or product advertisement, or for any other purpose, without that other Party's prior written consent.

6. BINDING / NO-BINDING PROVISIONS

- 6.1 The parties agree and acknowledge that this MOU, with the exception of this paragraph and paragraphs 4 (Confidentiality), 5 (Press Releases/Use of Names) and 7 (Governing Law), is not intended to create, whether by acceptance or otherwise, legal relations or any legally binding obligations between the parties.

7. GOVERNING LAW

This MOU and any resulting agreements shall be governed by and construed in accordance with the laws of England and Wales Subject to the exhaustion of any informal dispute resolution procedure the parties may agree, any dispute arising out of or in connection with this MOU, including any question regarding its existence, validity or termination and including non-contractual claims, shall be referred to and finally resolved by arbitration under the London Court of International Arbitration Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London, England. The language to be used in the arbitral proceedings shall be English.

SIGNED for and on behalf of **THE
CHANCELLOR MASTERS AND
SCHOLARS OF THE UNIVERSITY OF
OXFORD**

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Name: Prof. Aditi Lahiri

Title: Chair of the Board of the Faculty of
Linguistics, Philology and Phonetics

Date: Nov. 28, 2019

SIGNED for and on behalf of **University
of Bengkulu**

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Name: Prof Sudarwan Danim

Title: Dean of the Faculty of Education and
Teacher Training

Date: Dec. 9, 2019