

MEMORANDUM OF UNDERSTANDING



between

UNIVERSITI PENDIDIKAN SULTAN IDRIS, MALAYSIA

and

YOGYAKARTA STATE UNIVERSITY, INDONESIA

on

COOPERATION IN THE FIELD OF EDUCATION

UNIVERSITI PENDIDIKAN SULTAN IDRIS, an institution of higher learning incorporated in Malaysia having its registered address at Tanjong Malim, Perak (hereinafter called "UPSI")

and

YOGYAKARTA STATE UNIVERSITY (hereinafter referred to as "YSU"), a university whose address is at Jl. Colombo No. 1 Yogyakarta 55281, Indonesia;

UPSI and YSU shall hereinafter referred to singularly as a 'Party' and jointly as the 'Parties'.

WHEREAS:

- a) The Parties consider their mutual interest in promoting cooperation in the field of education.
- b) The Parties are desirous of entering into MoU to expand and intensify mutually beneficial cooperation in the field of education.

NOW THEREFORE, subject to Malaysian and Indonesian Laws, regulations and policies, as well as the policies and procedures of Universiti Pendidikan Sultan Idris and Yogyakarta State University concerning educational cooperation, the parties have reached the understanding:

ARTICLE 4 FINANCIAL ARRANGEMENT

The Parties understand that all financial arrangements will have to be negotiated, depend on the availability of funds, and have to be agreed upon mutually in writing between the Parties

ARTICLE 1

OBJECTIVE

The objective of this MoU is to develop educational cooperation on the basis of equality, reciprocity and mutual benefit, and to promote relations and mutual understanding between the Parties.

ARTICLE 2

SCOPE OF COOPERATION

- 2.1 The parties shall encourage and facilitate cooperation in the following areas:
- a. exchange of scholars and teaching staffs;
 - b. exchange of students;
 - c. facilitation of in-country work experience for students in relevant fields of studies;
 - d. establishment of joint Doctoral and Master's degree programmes;
 - e. joint research activities;
 - f. joint workshops and seminars;
 - g. exchange of academic materials, scientific publications and other relevant information;
 - h. other cooperation activities upon which the Parties agree.

ARTICLE 3

PLAN OF OPERATION

- 3.1 A detail description of the scope of activities shall be defined in a Plan of Operation which will be mutually agreed later by the Parties.
- 3.2 The Plan of Operation will include such items as:
- a. Elaboration of the responsibilities of each Party for the agreed upon activity;
 - b. Schedules for the specific activity;
 - c. Budgets and sources of financing for each activity; and
 - d. Any other item deemed necessary for the efficient management of the activity.
- 3.3 The Plan of Operation constitutes an integral part of this Memorandum of Understanding

ARTICLE 4

FINANCIAL ARRANGEMENT

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ARTICLE 5

PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 5.1 The Parties agree that any intellectual property arising under the implementation of this MoU will be jointly owned and:
- 5.1.1 Each Party shall be allowed to use such intellectual property for the purpose of maintaining, adapting and improving the relevant property.
 - 5.1.2 In the event the intellectual property is used by the Party and/or institution on behalf of the Government for commercial purposes, the other Party shall be entitled to obtain equitable portion of royalty.
 - 5.1.3 Each Party shall be liable for any claim made by any Third Party on the ownership and legality of the use of the intellectual property rights which is brought in by the aforementioned Party for the implementation of the cooperation activities under this MoU.
- 5.2 The Parties shall indemnify each other that the Intellectual Property Rights brought by the Party into the territory of the other Party for the implementation of any project arrangement of activities under this MoU has not resulted from any infringement of Third Party's legitimate rights.
- 5.3 If either of the Party wishes to disclose confidential data and/or information resulted from the cooperation activities under this MoU to any Third Party, the disclosing Party must obtain prior written consent from the other Party before any disclosure can be made.
- 5.4 Whenever either Party requires the cooperation of any Third Party for any commercial undertaking resulted from intellectual property covered by this MoU, this Party will give first preference of the cooperation to the other Party under this MoU, which will be waived, if the other Party is unable to participate in a mutually beneficial manner.

ARTICLE 6

LIMITATION OF PERSONNEL ACTIVITIES

The Parties shall ensure that their personnel engaged in the activities under this MoU shall not engage in political affairs and any ventures or activities in Malaysia and Indonesia outside the programme of cooperation under this MoU.

PROF DATO' DR. ZAFARIA BIN KASA
Vice Chancellor
Universiti Pendidikan Sultan Idris

**ARTICLE 7
SETTLEMENT OF DISPUTE**

Any dispute arising out of the interpretation, implementation and/or application of any of the provision of this MoU shall be settled amicably through negotiation or consultation between the Parties without reference to any Third Party or International Tribunal.

**ARTICLE 8
AMENDMENT**

This MoU may be reviewed and amended at any time by mutual consent of the Parties. Such revisions of amendments shall come into effect on such date as may be determined by the parties and shall form an integral part of this MoU.

**ARTICLE 9
DURATION AND TERMINATION**

- 9.1 This MoU remains into force for a period of FIVE (5) YEARS with effect from the date of signing of this MoU. It may be extended for any further period/s upon mutual consent in writing by the Parties.
- 9.2 Notwithstanding paragraph 9.1, this MoU may be terminated by either Party giving written notice to the other Party SIX (6) MONTHS prior to the proposed date of termination.

**ARTICLE 10
MISCELLANEOUS**

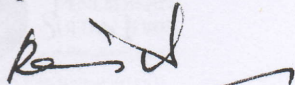
Nothing in this MoU will be construed as creating any legal obligations under domestic or international law between the Parties and serves only as a record of the Parties'.

IN WITNESS WHEREOF, the undersigned have signed this Memorandum of Understanding

**FOR AND ON BEHALF OF
UNIVERSITI PENDIDIKAN SULTAN IDRIS, MALAYSIA**

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PROF DATO' DR. ZAKARIA BIN KASA
Vice Chancellor
Universiti Pendidikan Sultan Idris

In the presence of:-

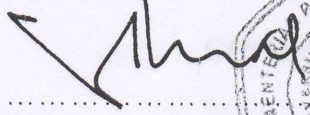


DATO' RUSLEY BIN TAIB

Registrar

Universiti Pendidikan Sultan Idris

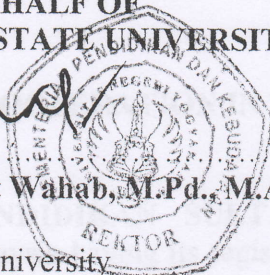
**FOR AND ON BEHALF OF
YOGYAKARTA STATE UNIVERSITY, INDONESIA**



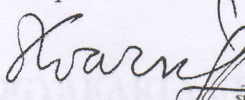
Prof. Dr. Rochmat Wahab, M.Pd., M.A.

Rector

Yogyakarta State University



In the presence of:-



Prof. Suwarsih Madya, Ph.D.

Vice Rector for Cooperation Affairs

Yogyakarta State University



14 Januari 2013

WHEREAS

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