



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
UNIVERSITAS NEGERI YOGYAKARTA, INDONESIA  
AND  
UNIVERSITI TEKNOLOGI MALAYSIA, MALAYSIA**

**THIS MEMORANDUM OF UNDERSTANDING** entered into this day, 09 August, 2016  
by and between

**UNIVERSITAS NEGERI YOGYAKARTA, (UNY)** where its official address at Jalan Colombo 1,  
Karangmalang, Yogyakarta 55281, Indonesia; and

**UNIVERSITI TEKNOLOGI MALAYSIA (UTM)**, a public research university established by  
virtue of the Malaysian Universities and University Colleges Act 1971 having its address at 81310  
UTM Sekudai, Johor Darul Ta'zim, Malaysia.

**WHEREAS**, both universities hereto desire to do so in order to promote exchange and  
cooperation in education, research and social services as well as to foster and strengthen relationship  
between Universitas Negeri Yogyakarta and Universiti Teknologi Malaysia.

**AND WHEREAS:**

- A. Both universities agree to cooperate and broaden relationship and exchanges;
- B. Both universities hereto desire to give priorities to each other in the promotion and  
development of cooperation in areas of mutual benefits;
- C. Both universities agree that all program activities to be carried out shall be based on mutual  
interest and advantages.

**IT IS NOW AGREED AND RECOGNISED the following:**

**1. GENERAL AREAS OF CO-OPERATION**

- 1.1 Both universities agree that cooperation shall be carried out through such activities of  
programs relating to, but not limited to:
  - (a) Education and research;
  - (b) Further training of staff;
  - (c) Exchange of lecturers;
  - (d) Exchange of students;
  - (e) Exchange of scholarly materials and information; and
  - (f) Any other fields related agreed upon by both universities in  
future.

- 1.2 Both universities agree that program and activity enumerated are not exclusive and the university may agree to include such other programs and activities as may be necessary and identified later which shall be mutually discussed and agree upon in writing by both universities prior to the initiation of the particular program or activity and such shall be negotiated as required.
- 1.3 Both universities, within their capacities will cooperate to promote and develop programs in technological education.
- 1.4 Both universities shall each designate a coordinator to manage the program activities. Each party shall nominate and appoint a coordinator from its staff to coordinate activities and facilitate the development of such joint activities.

## **2. SCOPE OF COLLABORATION**

Both universities agree and acknowledge that collaboration may develop in the following programs, but not limited to:

- (a) Developing the curriculum and exchanging of scholarly publications subject to the approval of both parties.
- (b) Joint Research and Development (R&D) subject to approval of both parties.
- (c) Activities of exchange of staff include study tour, conducting research and/or supervision student project, staff secondment for improving and research, attending seminars, colloquiums and academic discussions.
- (d) Activities of students exchange include study tour, courses attendance and research.

## **3. COST AND EXPENSES**

Any cost and expenses incurred in performing any activity pursuant to this Memorandum such as training and advisory visits and staff attachments, etc. shall be negotiated to the mutual acceptance of both parties.

## **4. OWNERSHIP**

Ownership on whatever products of studies/research shall belong to both universities signatory of this Memorandum and no publication of the products of study of research is allowed to publish without the consent of both parties.

## **5. DURATION AND TERMINATION**

- (a) This Memorandum shall enter into force at the day of signature by the signatory of each party and shall remain in force for five (5) years unless terminated by one of the university giving three (3) months notice to the other.
- (b) This Memorandum shall be reviewed at the end of third (3) year to determine the effectiveness to continue or terminate.
- (c) Where such termination occurs, the provision of this Memorandum shall continue to apply to on-going activities until their completion.

**6. REALTIONSHIP BETWEEN THE TWO PARTIES**

No parts of this Memorandum are to be interpreted as to allow any other cooperation or business organization to register on behalf of the two universities of appoint one of the university as the agent of the other party.

**7. CONFIDENTIALITY**

All information and or data that may be exchanged, acquired and shared in connection with the area of cooperation between both universities pursuant to this Memorandum shall be treated strictly confidential and shall not under any circumstances be divulged by the receiving party unless otherwise the same has already been in public domain.

**8. GOVERNING LAW**

This Memorandum shall be applied in accordance with the laws and regulations in force in the territory of each cooperating party, in respect of activities taking place in the party's territory.

**9. NOTICES**

Any notices, approval, application or any form of communication that is required to be given by any universities under this Memorandum shall be in writing and shall be deem to be sufficiently served:

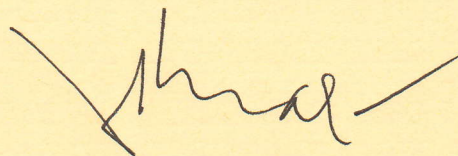
- (a) In the case of delivery by hand, on the day of delivery.
- (b) In the case of delivery by post (prepared post), on the 7<sup>th</sup> (seventh) business day after posting.
- (c) In the case of communication by facsimile, on the sender receipt of transmission report which purports to confirm that the addressee has received such facsimile.

**10. AMENDMENTS**

- (a) This Memorandum may be amend or varied by mutual consent of both universities and such amendments of variation shall be in writing and signed by duly authorized representative of each university.
- (b) Such agreed amendments or variation shall be part of this Memorandum.

IN WITNESS WHEREOF THE UNIVERSITIES HERE TO SET THEIR HAND THE DAY AND  
YEAR FIRST ABOVE WRITTEN:

Signed by and for and on behalf of }  
**UNIVERSITAS NEGERI YOGYAKARTA}**

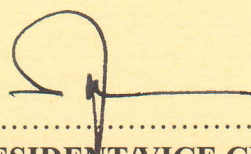


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**RECTOR**  
**PROF. DR. ROCHMAT WAHAB**

Signed by and for and on behalf of }  
**UNIVERSITI TEKNOLOGI MALAYSIA}**

**PROF. DATUK IR. DR. WAHID OMAR**

Vice-Chancellor  
Universiti Teknologi Malaysia  
81310 UTM Johor Bahru  
Johor



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**PRESIDENT/VICE CHANCELLOR**  
**PROF DATUK IR DR WAHID OMAR**