



MEMORANDUM OF UNDERSTANDING FOR ACADEMIC COOPERATION  
BETWEEN  
UNIVERSITY OF MALAYA, KUALA LUMPUR, MALAYSIA  
AND  
UNIVERSITAS BRAWIJAYA, INDONESIA

Whereas the University of Malaya, a university established under the laws of Malaysia and having an address at Lembah Pantai, 50603 Kuala Lumpur, Malaysia (hereinafter referred to as "UM") and Universitas Brawijaya, a state university established under the laws of Indonesia and having an address at Jl Veteran, Malang 65142, Indonesia (hereinafter referred to as "UB") seeking to promote and expand international development, understanding, and friendship by stimulating and supporting educational, professional, and intercultural activities, involving projects among students, staff, and professors of UB and UM. The Parties have agreed to sign this Memorandum of Understanding (hereinafter referred to as the "MoU") as a first step toward achieving these shared goals.

UM and UB shall collectively be referred to as 'Parties' or 'all Parties' and individually as the 'Party'

NOW THEREFORE PURSUANT THERETO, the Parties hereby agree as follows:

1. SCOPE AND FIELDS OF ACADEMIC COOPERATIONS

(1) 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:

(a) Students and/or academic and administrative staff exchange

1. Students

1.1 Not more than 5 students from each institution may participate in the exchange program in any given academic year.

1.2 Such candidate for exchange at each institution will consult with the academic coordinators at the home and the visiting institutions about his/her study/research plan during the visit.

1.3 The sending institution will nominate exchange student for approval by the host institution. Nomination will be made in accordance with the host institution's deadline requirements, and also with the academic

preparation at the host institution such as the study courses and the academic advisory staffs.

- 1.4 Approval and acceptance is based on the financial availability, compatibility of programs to meet the student's scholarly needs, and the admission requirements.
  - 1.5 Exchange students will be enrolled as special auditors or special research students.
  - 1.6 The period of exchange cannot be more than one year.
  - 1.7 It is the visiting student's responsibility to pay application, matriculation and tuition fees at the home institution, the student will not be requested to pay those fees at the visiting institution.
  - 1.8 It is either visiting student's or home institution's responsibility to pay his/her own room and board, health insurance and personal expenses, including travels.
  - 1.9 Each host institution will make every reasonable effort to ensure that the visiting students are provided with assistance in finding adequate housing in or near the campus.
  - 1.10 All the terms of support under this agreement shall be extended to exchange students only so long as students maintain required academic and moral standards of the host institutions.
  - 1.11 Each host institution provides the sending institution with the academic transcript of the exchange students graded by the standard of the host institution. Each home institution may transfer it to the scholastic record at home institution.
  - 1.12 Each institution will designate an Exchange Agreement Coordinator(s) who will be responsible for internal and external communication and negotiated of exchange activities.
  - 1.13 Implementation of other student exchange activities will be negotiated on a case by case basis.
2. Faculty members and Research Staff
    - 2.1 Each institution may accept members of faculty and research staffs of other to join in research, participate in discussions, and give lectures subject to Clause (2) hereafter
    - 2.2 Cost of travel, accommodation and subsistence shall be borne by each sending institution. Each host institution shall assist the participants in obtaining fellowships or grants in order to enable them to carry out their academic activities at the visiting institution.



2.3 Each institution undertakes to keep the other informed about the academic activities on the requested areas.

(b) Exchange and mutual utilization of information, documents, books, periodicals, manuscripts, video tapes and other related research and educational materials;

(c) Joint research activities;

(d) sharing of others activities and programmes in areas of mutual interest, where such sharing shall result in benefit of both Parties;

(2) It is agreed that the terms and conditions of any agreed programme and activity contemplated in this MoU shall be the subject matter of separate written agreements to be negotiated and agreed upon by both Parties and/or any third parties, wherever applicable. PROVIDED ALWAYS the decision whether to initiate and/or implement any programme or activity shall be at the sole discretion of each Party.

(3) The Parties agree to designate, on behalf of each institution, a coordinator whose responsibility will be to supervise the execution of this MoU and to draw up a programmes or activities to be implemented under this MoU, setting out specific provisions concerning the exchange programmes, budget requirements and details of funding. For this purpose, the coordinator for UM is the Dean, Faculty of Engineering and for the UB is the Head of the International Office.

(4) Matters, which are not provided for in this MoU, shall be decided through mutual discussion and with agreement of the Parties.

## 2. FINANCIAL ARRANGEMENTS

(1) The Parties acknowledge that in the absence of any specific agreement in writing to the contrary, each Party will be responsible for its own costs and expenses in establishing and conducting programmes and activities contemplated under this MoU, including without limitation its own costs and expenses in travel and accommodation.

## 3. JOINT PROPERTY

(1) The Parties agree that any intellectual property rights arising from or in connection with any programme or activity under this MoU, through and by the joint and collaborative efforts of both Parties shall be jointly owned and subject to any other terms and conditions as may be agreed upon in writing.

(2) Both Parties shall acknowledge one another in any form of writing, publication or presentation based on research derived from the cooperative efforts of both Parties under this MoU, unless otherwise mutually agreed upon in writing by the Parties.

## 4. CONFIDENTIALITY

(1) The Parties agree and undertake to keep confidential at all times any information or data that may be exchanged, acquired or shared in connection with any programme

or activity conducted pursuant to this MoU save where the same is already in public domain.

## 5. DURATION AND TERMINATION

- (1) This MoU shall take effect on and from the date of execution of this MoU and shall continue to be effective for a period of five (5) years. This MoU may be extended for a further period as may be agreed in writing by the Parties.
- (2) Notwithstanding clause 5 (1) above, this MoU may be terminated by either Party giving written notice to the other of its intention not to extend the term of this MoU not later than six (6) months before the date of expiration of then effective term thereof.
- (3) Notwithstanding clause 5 (2) above, the provisions of this MoU or any other written agreement in respect of any on-going exchange programme or any other form of cooperative activity under this MoU shall continue to apply until their completion unless both Parties mutually agree in writing to the earlier termination of the programme or cooperative activity.

## 6. NOTICE

- (1) Every notice, request or any other communication required or permitted to be given pursuant to this MoU shall be in writing, in English and delivered personally or sent by registered or certified post via air mail or by courier or facsimile (which shall be acknowledged by the other Party) to the Parties at the address and facsimile number as stated below:

(a) If to UM: Faculty of Engineering  
University of Malaya  
50603 Kuala Lumpur, Malaysia  
Attention : Dean  
Fax no. : +603-03 7967 1378  
Contact no. : +603-03 7967 5200

(b) If to UB: Dekan  
Fakulti Engineering  
University of Brawijaya  
Jln. MT Haryono no. 167 Malang  
Jawa Timur, Indonesia.  
Kode Post. 65145  
Attention : Prof. Ir Harnen Sulistiyo, MSc, PhD.  
Fax no. : +62 341 551430  
Contact no. : +62 341 587710

## 7. SETTLEMENT OF DISPUTE

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this MoU shall be settled amicably through mutual consultation and/or negotiations between the Parties through diplomatic channels, without reference to any third party or tribunal.

## 8. GOVERNING LAW

The validity, construction and performance of this MoU and subsequent agreements are governed by and interpreted in accordance with the laws of Malaysia and/or Indonesia.

## 9. REVISION, MODIFICATION AND AMENDMENT

- (1) Either Party may request in writing a revision, modification and amendment of all or any part of this MoU.
- (2) Any revision, modification or amendment agreed to by the Parties shall be reduced into writing and shall form part of the MoU.
- (3) Such revision, modification or amendment shall come into force on such date as may be determined by the Parties.
- (4) Any revision, modification or amendment shall not prejudice any rights and obligations arising from or based on this MoU before or up to the date of such revision, modification or amendment.

## 10. OTHER ACTIVITY

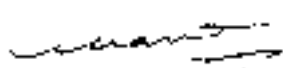
The existence of this Agreement shall not prevent either Party from engaging in any other activities similar to or in competition with those of the subject matter of this Agreement, nor shall it prevent a Party from developing or exploiting other services and/or processes, Provided always that either Party shall not utilize any Background Intellectual Property belonging to the other Party or Project Intellectual Property without obtaining the prior written consent of the other Party.

## 11. GENERAL

- (1) In the spirit of this understanding, the Parties agree to jointly discuss and deal with any unforeseen contingencies, in a professional manner which is equitable to the Parties and at all times, bearing in mind the purpose of this MoU.
- (2) Nothing on this MoU shall be deemed to constitute a partnership between the Parties or constitute any Party hereto as agent to another for any purpose whatsoever and nothing in this MoU constitute an authorization for the other Party to enter any transaction on behalf of the Parties, vice versa.
- (3) Should any Party wish to include any new party in this MoU or assign its rights to any third party, prior written consent of the other Party is required.
- (4) This MoU is not intended to be legally binding. It merely expresses intentions and understanding of the Parties which will form the basis of any legally binding agreement to be drafted and executed in the future.
- (5) The Parties acknowledge that all visits or exchange of scholars and researchers will be subject to compliance with the entry and visa regulations of Malaysia and with the respective Party's requirements with respect to scholars and researchers visits.

IN WITNESS THEREOF, the Parties have caused this MoU to be executed by their duly authorised representatives

For and on behalf of  
UNIVERSITY OF MALAYA



TAN SRI DR. GHAUTH JASMON  
Vice-Chancellor

Date: 26 September 2012

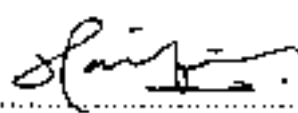
For and on behalf of  
UNIVERSITAS BRAWIJAYA



PROFESSOR YOGI SUGITO  
Rector

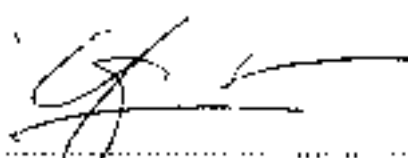
Date: 28 September 2012

In the presence of



ASSOC. PROF. DR. FAISAL RAFIQ MAHAMUD  
ADIKAN  
Dean, Faculty of Engineering

In the presence of



PROFESSOR IFAR SUBAGIYO  
Head of the International Office