MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITI SAINS MALAYSIA

AND

UNIVERSITAS YARSI

No. 017/MOU/REK/UY/V/2019

19/MOU/48/U2019083

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MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made this 8 day of AUGUST, 2019 (hereinafter referred to as **"MoU"**);

BETWEEN

UNIVERSITI SAINS MALAYSIA, a public institution of higher learning established under the Universities and University Colleges Act 1971 and for the purpose of this MoU is represented by its School of Computer Sciences, with its main campus at 11800 USM, Penang, Malaysia (hereinafter referred to as "USM"), of the first part;

AND

UNIVERSITAS YARSI, a private institution of higher education established in 1967, and for the purpose of this MoU is represented by its Faculty of Information Technology with its main campus at Jl. Letjend Suprapto, Cempaka Putih, Jakarta 10510, Indonesia (hereinafter referred to as "UY"), of the second part.

(USM and UY, shall hereinafter referred to collectively as "Parties" and individually as "Party", where the context so requires)

WHEREAS:

A. USM is Malaysia's premier research university which strives to enhance and strengthen its educational programs and has taken various initiatives to complement its educational excellence. With its research and teaching facilities, experience, and a multi-disciplinary team of experts from among its staff members, USM has entered into various collaborative arrangements with other parties in its efforts to enhance its research content and strengthen its industrial networking.

B. UY is an Indonesian fast growing private university who embraces Islamic values while incorporates it in the pursuit of education, research, and public services excellence. With its curriculum and various collaborations with private institutions, UY aims to prepare their students as Muslim scientists who able to integrate Islamic values in their daily and professional endeavours.

C. Following discussions between USM and UY, the Parties wish to establish collaboration and explore opportunities to develop, support and enrich the research activities, education and training in the fields that will be beneficial to both Parties.

D. This MoU sets out below the general framework and intentions of the Parties for the collaboration and for the facilitation of further definitive agreement(s).

NOW IT IS HEREBY UNDERSTOOD as follows:

1. Objectives of this MoU

1.1 The Parties will endeavour to assist and support each other in the collaboration to promote, establish and develop the research, education and training programs that will mutually benefit both Parties in the following areas of cooperation:

(i) Faculty scholar and student mobility;
(ii) Joint research projects and publications;
(iii) Exchanges of publications, materials and information;
(iv) Special short-term programs and visits; and
(v) any other cooperation that will be mutually identified and agreed upon by both Parties at a later stage.

1.2 In achieving the objectives of this MoU, the Parties shall work on the basis of reciprocity within the parameters of their respective laws, constitution, regulations and/or policies.

1.3 This MoU shall form the basis of consensus for the Parties to examine the feasibility of the cooperation stated in clause 1.1 until such time when any other manner of agreement is entered into by the Parties upon terms and conditions to be mutually agreed upon.

2. Confidentiality

2.1 Neither Party shall at any time publish or, disclose to any third party the contents of this MoU or any Confidential Information of the other Party acquired pursuant to this MoU without the written consent of the other Party.

2.2 For the purpose of this MoU, "Confidential Information" means any and all technical and non-technical information including patent, copyright, trade secret, know-how and proprietary information, techniques, sketches, drawings, diagrams, methods,

processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to a technology or invention, and includes, without limitation, its respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing manufacturing, customer list, business forecasts, sales and merchandising and marketing plans and information designated in writing to be confidential or by its nature intended to be for the sole knowledge of the receiving party or if orally given in the circumstances of confidence or confirmed promptly in writing as having been disclosed as confidential or proprietary for the purpose of this MoU; that is conveyed by the disclosing party to the receiving party, in written, oral, digital, magnetic, photographic and/or whatsoever forms.

3. Non-Binding Nature of the MoU

Notwithstanding the statements and obligations herein, this MoU shall not create a legal relationship between the Parties under domestic or international laws and the Parties shall not be legally bound until and unless a definitive agreement has been negotiated and duly executed by the authorized representatives of USM and UY. Save for the breach of clause 2 herein, this MoU will not give rise to any legal process between the Parties.

4. Validity, Termination and Renewal of the MoU

4.1 This MoU is valid and shall remain in effect for a period of three (3) years from the date of this MoU regardless of the diverse dates the Parties may have signed this MoU.

4.2 Either Party may terminate this MoU by giving one (1) month's written notice to the other Party. Notwithstanding the expiry or the earlier termination of this MoU, the obligations of the Parties in clause 2 herein shall survive and remain binding on the Parties for a period of three (3) years from the expiry or the earlier termination of this MoU (as the case may be) or, the expiry or the earlier termination of the renewed period (as the case may be) as provided in clause 4.3 herein.

4.3 This MoU may be renewed upon the mutual agreement of both Parties.

5. Notices

Any notice or communication between the Parties shall be delivered to the following addresses, or sent to the facsimile number or emailed to the Party concerned.

For USM:	Address	School of Computer Sciences Universiti Sains Malaysia 11800 USM Penang, Malaysia.
	Telephone no.	+604 653 3647
	Facsimile no.	+604 657 3335
	Contact person	Dr. Nurul Hashimah Ahamed Hassain Malim
	Email address	nurulhashimah@usm.my
For YARSI:	Address	Faculty of Information Technology Universitas YARSI 5th Floor Jl. Letjend Suprapto, Cempaka Putih, Jakarta Pusat, 10510 Indonesia
	Telephone no.	+6221 422 3138
	Facsimile no.	+6221 422 3138
	Contact person	Dr. Sri Chusri Haryanti
	Email address	sri.chusri@yarsi.ac.id

6. Variation

The terms stipulated in this MoU shall not be amended, altered, changed or otherwise modified without the mutual consent of the Parties and such amendments, alterations, changes and modifications shall be made in writing and signed by the Parties hereto.

7. Governing law

This MoU shall be interpreted in accordance with the laws of Malaysia and Indonesia.

8. Dispute Resolution

The Parties agree that all disputes arising pursuant to this MoU shall be resolved by way of negotiations and discussions and with a view to an amicable settlement and mutual benefit of the Parties without reference to any third party or, local or international tribunal.

9. No Agency

Nothing contained herein is to be constituted as 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.

10. Assignment

Unless otherwise agreed in writing, both Parties shall not transfer or assign all or any of their rights, obligations, interests or benefits hereunder to any third party.

11. Name, Official Emblem and Logo

11.1 Neither Party shall use, nor permit any person or entity to use the name, acronym, official emblem, logo, trade mark (or any variation thereof) or other Intellectual Property (hereinafter referred to as "Brand Materials") that is/are identified with or belongs to the other Party on any publication, document, paper, audio or visual presentation, or for publicity purposes.

11.2 Any use of the Brand Materials for the purposes stated in clause 11.1 above shall first obtain the written consent of the other Party and shall comply with all conditions set by the other Party on the use of its Brand Materials.

12. E-Communication

The Parties acknowledge and agree that electronic communication is an acceptable method of correspondence and communicating information between the Parties without having to communicate the same on paper. Any communication and subsequent electronic signature that has been sent or signed in the past, present, or future between the Parties will hold the same force and effect as a document signed and inked on paper.

13. Mutual Cooperation and Relationship

The Parties realize that it is not feasible to adequately foresee and address every issue involving the collaboration of the Parties herein. Hence the Parties shall use their best endeavours to realize their expertise in carrying out the steps and measures necessary for furthering their mutual interest under this MoU in accordance with the spirit of close cooperation and mutual assistance.

IN WITNESS WHEREOF USM and **UY** hereunto have executed this Memorandum of Understanding on the year and date first above written:

SIGNED BY
For and on behalf of

UNIVERSITI SAINS MALAYSIA

.....
PROFESSOR DATUK DR. ASMA ISMAIL, FASc
Vice-Chancellor

SIGNED BY
For and on behalf of

UNIVERSITAS YARSI

.....
PROFESSOR DR. H. FASLI JALAL, Ph.D
Rector

In the presence of:

.....
PROFESSOR DR. ROSNI ABDULLAH @MUSTAFA
Dean
School of Computer Sciences

In the presence of:

.....
DR. UMMI AZIZAH RACHMAWATI, M.KOM.
Dean
Faculty of Information Technology