MEMORANDUM OF UNDERSTANDING
FOR ACADEMIC COOPERATION
BETWEEN
UNIVERSITY OF MALAYA
AND
YARSI UNIVERSITY

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

The **YARSI UNIVERSITY** a university established under the laws of Indonesia and having an address at Jalan Letjend Suprapto Kav 13, Cempaka Putih, jakarta Pusat, 10410 (hereinafter referred to as "**UY**") seeking to improve understanding between their respective academic institution and to establish mutually beneficial collaborations benefiting their students, have agreed to sign this Memorandum of Understanding (hereinafter referred to as the "MoU") as a first step toward achieving these shared goals.

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) student and/or academic and administrative staff exchanges;

(b) joint research activities;

(c) exchange of publications, reports and other academic materials and information; and

(d) sharing of other activities and programmes in areas of mutual interest, where such sharing shall result in benefit to 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 Faculty of Dentistry and for UY is the Faculty of Dentistry.

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 and may be extended for such further period as may be agreed by the Parties in writing.

(2) Notwithstanding clause 5 (1) above, this MoU may be terminated by either Party giving written notice to the other at least six (6) months prior to the proposed date of termination.

(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:

Prof. Dato' Dr. Zainal Ariff Abdul Rahman
Dean
Faculty of Dentistry
University of Malaya
Kuala Lumpur, Malaysia 50603
Tel: 603-7967 4800
E-mail: tdpasca_dental@um.edu.my

(b) If to UY:

Prof Dr. Bambang S. Trenggono, drg, M Biomed
Dean
Faculty of Dentistry
YARSI University
Jakarta, Indonesia 10410
Tel: 021-42883622
Fax: 021-4213065

7. **MISCELLANEOUS**

(1) This MoU may be modified, varied or amended at any time after due consultation and with the written agreement of both Parties.

(2) The Parties acknowledge that all visits or exchange of staff, students or administrators will be subject to compliance with the entry and visa regulations of Malaysia and Indonesia and with the respective Party's requirements with respect to staff and student visits.

(3) This MoU is not intended to be legally binding. It merely expresses the intentions and understanding of the Parties which will form the basis of any legally binding agreement to be drafted and executed in the future.

(4) The Parties hereby agree that they are not bound exclusively by this MoU and shall be at liberty to enter into any separate agreements or arrangements with any third party without reference to the other Party.

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

For and on behalf of
UNIVERSITY OF MALAYA

.....
DATUK IR. (DR.) ABDUL RAHIM HASHIM
Vice-Chancellor

Date: 15 OCT 2018

For and on behalf of
YARSI UNIVERSITY

UNIVERSITAS YARSI

.....
PROF. SUSI ENDRINI, S.Si, M.Sc, Ph.D
Rector

Date: 11 DES 2018

In the presence of

.....
PROF. DATO' DR. ZAINAL ARIFF ABDUL RAHMAN
Dean, Faculty of Dentistry

In the presence of

.....
PROF. DR. BAMBANG S. TRENGGONO, drg, M. Biomed
Dean, Faculty of Dentistry