

MEMORANDUM OF UNDERSTANDING

BETWEEN

**UNIVERSITY MALAYSIA OF COMPUTER SCIENCE AND ENGINEERING,
MALAYSIA**

AND

UNIVERSITAS VETERAN BANGUN NUSANTARA, INDONESIA

This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into on this 22 day 2 month 2022 (hereinafter referred to as “the Effective Date”),

BETWEEN

UNIVERSITI MALAYSIA OF COMPUTER SCIENCE & ENGINEERING, MALAYSIA, a private institution of higher learning licensed and registered under the Private Higher Educational Institutions Act 1996 having its address at Block 12, Star Central, Lingkaran Cyberpoint Timur, Cyber 12, 63000 Cyberjaya, Selangor, Malaysia (hereinafter referred to as “UNIMY”) of the one part;

AND

UNIVERSITAS VETERAN BANGUN NUSANTARA, INDONESIA, a public university under the Ministry of Higher Education, Science, Research and Innovation which its address is at Jalan Letjen Sudjono Humardani, Kampus No.1, Gadingan, Jombor, Kec. Bendosari, Kabupaten Sukoharjo, Jawa Tengah 57521 (hereinafter referred to as “UNIVET”) of the other part.

Each separately known as a “Party” or collectively known as the “Parties”.

WHEREAS:-

The Parties hereto wish to express their intention to co-operate and work together by entering into this MOU to record to their understanding in principle and to establish the guidelines under which the Parties will work together to accomplish these goals.

NOW THEREFORE THE PARTIES HEREBY UNDERSTAND AS FOLLOWS:

1 PURPOSE OF THIS MOU:

- 1.1. The purpose of this MOU is to set out the basis for co-operation between the Parties with a view to explore and enhance academic links and other academic services.
- 1.2. The Parties assure each other that this co-operation is based upon mutual trust and fair performance to achieve a sustainable relationship.
- 1.3. The Parties acknowledge and agree that the respective rights and obligations of the Parties remain to be defined in the Agreement which shall supersede this MOU and all other communications between the Parties with respect to the Subject Matter.

2. OBJECTIVES

The objectives of the understanding are as follows:

- 2.1. To promote cross-cultural exchanges between staff and students of both institutions;
- 2.2. To enrich the academic and campus life of both institutions, as well as to provide support for academic and non-academic activities;
- 2.3. To provide opportunities for faculty staff at UNIMY and UNIVET to undertake joint teaching and research;
- 2.4. To jointly agreed on the academic programmes that shall lead to the award of dual degree; and
- 2.5. To promote the sharing of best practices and experiences in academic, students and staff management.

3. IT IS AGREED BY BOTH PARTIES

as follows: -

- 3.1. the Parties undertake to make detailed arrangements for the implementation and development of specific projects or activities within the framework of this MOU through meetings, exchanges of letters and other formal instruments. Each of the Parties shall be responsible for coordinating the implementation of its side of the activities. Each of the Parties shall assign a person to be in charge of implementing and maintaining this MOU and negotiating and managing any changes;
- 3.2. the Parties shall consult together upon request of either Party regarding any matter relating to the terms of the MOU and shall endeavour jointly in a spirit of cooperation and mutual trust to resolve any difficulties or misunderstanding, which may arise;

4. COMMITMENTS OF UNIMY and UNIVET

4.1 In Respect of Joint Teaching

- 4.1.1 Both institutions will mutually agree on developing programmes or courses that shall allow joint teaching between staff of UNIMY and UNIVET
- 4.1.2 The teaching can be offered as face-to-face teaching involving staff undertaking exchange programmes between the institutions or online teaching for virtual learning programmes.

4.2 In Respect of Staff Exchanges

- 4.2.1 Both institutions will consult on a regular basis, the possibility of staff exchange in areas of teaching, research or administration. The period of the exchange will not exceed a year.
- 4.2.2 Both institutions will ensure that the selected staff meets the appropriate work requirements as determined and agreed upon by the two parties. It is also agreed that the intended exchange be made known to the host institution at least three (3) months in advance.
- 4.2.3 Where an exchange is affected, the salary, travelling and living expenses will be the responsibility of the institutions from which the exchange is made (hereinafter called "*the home institution*") unless otherwise negotiated.
- 4.2.4 The institution in which the exchange is made (hereinafter called "*the host institution*") shall provide accommodation or accommodation allowances and set the working conditions and privileges for the incoming staff.
- 4.2.5 Staff is expected to purchase health and travel insurance as required by the host country; they must present these documents and their translations to the host institution before departure from the home country.
- 4.2.6 Each institution may nominate one (1) of its staff members per year to participate in the exchange.
- 4.2.7 The host institution will assist the exchange staff in dealing with administrative procedures inclusive of application for visa and other immigration matters.

- 4.2.8 In the case of exchange of teaching and research staff , advance understanding shall be made between the two institutions with respect to access to special facilities such as laboratories, dedicated equipment, and other necessary items according to the exchange programme.
- 4.2.9 The host institution shall not impose any bench fees for the attachment of staff.

4.3 In Respect of Student Exchange

- 4.3.1. Both institutions will ensure that the selected student(s) meet the appropriate admission requirements as determined and agreed upon by the two parties. It is agreed mutually that the intended exchange be made known to the host institution at least three (3) months in advance.
- 4.3.2. Where an exchange is affected, all the travelling and living expenses will be the responsibility of students.
- 4.3.3. The host institution shall not impose any fees or tuition costs on the exchange student(s) apart from optional student activities.
- 4.3.4. Students are expected to purchase health and travel insurance as required by the host country; they must present these documents and their translations to the host institution before departure from the home country.
- 4.3.5. Either institution may nominate up to 2 of its students per year to participate in the exchange. Both institutions agree that the minimum length of student exchange is 3 months and shall not exceed one year for each student.
- 4.3.6. The host institution will assist the exchange student in finding appropriate accommodation and in dealing with administrative procedures.
- 4.3.7. Both institutions affirm that the exchange students have the necessary personal funding resources to meet their financial obligations.

4.4 In Respect of Associated Exchange Matters

- 4.4.1. Both institutions agree to provide on “as needed” basis, orientation of staff and students in respect of language, culture, customs, and other life

skills which may be necessary for the staff and students to obtain the maximum benefit from the exchange experience.

- 4.4.2. All individuals on exchange under this understanding shall be subject to the laws of the host country and the legislation, in whatever form, governing the affairs of the host institution.
- 4.4.3. Reciprocity will be ensured on a three (3) year basis. The exchange can be of various combinations, i.e., student/student or student/staff exchange so as to achieve a balance.
- 4.4.4. Both UNIMY and UNIVE acknowledge that the provision in this understanding represent their mutual intentions and commitment towards staff/student exchanges and sharing of information and facilities in accordance with the terms and conditions of this understanding, but this understanding is not intended to create any legal binding obligations nor contractual relationship between the parties. In the event that a separate legal understanding needs to be executed in relation to this, both parties may negotiate in good faith on the terms and conditions of a legal understanding to be executed at any other appropriate time.

4.5 In Respect to Developing Programmes in English for UNIVET

- 4.5.1. UNIVET expresses its intention to develop programmes to be offered in English.
- 4.5.2. UNIMY shall assist UNIVET whenever and wherever possible in designing the syllabus and curriculum for the programmes through the involvement of its staff.
- 4.5.3. The programmes developed shall be according to the requirement of the authorities which govern the offer of programmes by UNIVET.
- 4.5.4. UNIMY and UNIVET shall discuss and agree on any payment terms that will involve in the development of the English programmes and details on scope of responsibilities and payment will be developed and agreed through a separate agreement.
- 4.5.5. The agreement shall also include details on intellectual property for the programmes.

5 DURATION, IMPLEMENTATION AND TERMINATION

- 5.1. Subject to clause 5.2, this MOU shall be in force for a period of 3 years from the date of signatory by both parties and shall be renewable after re-negotiation procedures have been completed.
- 5.2. Either party shall be competent to terminate this MOU on giving a minimum of (6) six months prior written notice to the other party without legal effect.
- 5.3. This MOU may be modified by mutual determination of parties.
- 5.4. Any program or activity that has been approved or implemented at the time of the termination or the modification of this MOU shall be allowed to proceed until its schedule completion, unless otherwise agreed upon by both parties.

6 CONFIDENTIALITY

- 6.1. For the purpose of this MOU, "Confidential Information" means any information whether prior to or hereinafter disclosed by a Party (hereinafter referred to as the "Disclosing Party") to the Other Party (hereinafter referred to as the "Receiving Party") in the course of this MOU involving technical, business, marketing, policy, know-how, planning, project management and other information data and/ or solutions, in whatever media including but not limited to any information which is designated in writing to be confidential by its nature intended to be for the knowledge of the Receiving Party or if orally given, is given in the circumstances of confidence.
- 6.2. No Party shall at any time disclose any Confidential Information to any third party any terms of this MOU or any documents referred to herein except it is necessary for the performance of its respective obligations hereunder or use Confidential Information for the purpose of submitting any other proposal related to this MOU.

7. LIMITATION OF LIABILITY

In no event shall either Party be liable to the other for any damages whatsoever including, without limitation, direct, indirect, speculative, incidental, special or

consequential damages in connection with performance of the obligations under this MOU.

8. GENERAL

8.1 Notices

A notice or other communication to or by a Party must be in legible writing in English language and delivered to the address or sent to the facsimile number of the other Party as shown below:

To UNIMY

Att: Vice Chancellor of UNIMY
Block 12, Star Central, Lingkaran Cyber Pont Timur, Cyber 12, 63000
Cyberjaya, Selangor
e-mail: vc@unimy.edu.my

To UNIVET

Att: Rector
Jalan Letjen Sudjono Humardani, Kampus No.1, Gadingan, Jombor,
Kec. Bendosari, Kabupaten Sukoharjo, Jawa Tengah 57521
e-mail: info@univetbantara.ac.id

8.2 Mutual Expense and Reliance

Each Party will be responsible for its own expenses during the discussions in connection with this MOU, and all discussions shall be done in good faith for the mutual benefit of both Parties involved. Any action taken in reliance on the understanding expresses in this MOU shall be at the Parties' own risk.

8.3 Waiver and Modifications

No variations, modification or alteration of any provisions of this MOU shall be effective unless made with the prior written agreement of the Parties.

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In Witness Whereof the parties have set their respective hands on this understanding.

UNIVERSITY MALAYSIA OF COMPUTER SCIENCE AND ENGINEERING,
MALAYSIA

by



PROF. DATUK T. DR. MOHD RAZALI MUHAMAD
Chief Executive and Vice Chancellor

Date: February 22, 2022

UNIVERSITY MALAYSIA OF COMPUTER SCIENCE AND ENGINEERING (UNIMY) DU040(B)
Block 12, Star Central
Lingkaran Cyber Point Timur
63000 Cyberjaya, Selangor

UNIVERSITAS VETERAN BANGUN NUSANTARA, INDONESIA

by



PROF. DR. FARIDA NUGRAHANI, M.HUM
Rector

Date: February 22, 2022