



MEMORANDUM OF UNDERSTANDING

BETWEEN

PTS MEDIA GROUP MALAYSIA

AND

UNIVERSITAS VETERAN BANGUN NUSANTARA

ON ACADEMIC AND RESEARCH COLLABORATION

This Memorandum of Understanding (hereinafter referred to as "MoU") is made on this **Wednesday of 20 December, 2023**

BETWEEN

PTS MEDIA GROUP MALAYSIA (hereinafter referred to as "**PTS MEDIA**") is a media which is located at 12, Jalan DBP, Dolomite Business Park, 68100 Batu Caves, Selangor, Malaysia, which is engaged in the publishing and distribution of trade books in Malaysia, Brunei, and Singapore.;

AND

UNIVERSITAS VETERAN BANGUN NUSANTARA (hereinafter referred to as "**UNIVET**"), is a higher education institution that is officially address at Jl.Letjend Sujono Humardani No.1, Gadingan, Jombor, Bendosari, Sukoharjo, Central Java, Indonesia and shall include its lawful representatives and permitted assigns; and shall include its lawful representatives and permitted assigns.

PTS MEDIA and **UNIVET** referred to singularly as "the Party" and collectively as "the Parties".

WHEREAS

- A. **PTS MEDIA** is an established Media which strives to enhance and strengthen its publishing and distribution of trade books in Malaysia, Brunei, and Sinagpore has taken various initiatives to complement its educational excellence in publishing. **PTS** has entered into various collaborative arrangements with other parties to enhance its publishing and distributing of trading books in Indonesia especially in Universitas Veteran Bangun Nusantara.

B. **UNIVET** is a private university that organizes "Tri Dharma Perguruan Tinggi" namely education, research, and community service.

C. The Parties desire of entering into this MoU to declare their respective intentions and to establish a basis of co-operation and collaboration between the Parties upon the terms as contained herein.

HAVE REACHED AN UNDERSTANDING as follows:

ARTICLE I

OBJECTIVE

The Parties, subject to the terms of this MoU and the laws, rules, regulations and national policies from time to time in force in each Party's country, will endeavor to strengthen, promote and develop academic and research co-operation between the Parties based on equality and mutual benefit.

ARTICLE II

AREAS OF CO-OPERATION

1. Each Party will, subject to the laws, rules, regulations and national policies from time to time in force, governing the subject matter in their respective countries, endeavor to take necessary steps to encourage and promote co-operation in the following areas:
 - (a) Serving as a foundation for the Parties to conduct collaboration, coordination, and partnership that produce benefit for both of them

- (b) Supporting the development of students empowerment, through the implementation of the Expert Lecture Program, online internship, and facilitation of visit between both Parties.
 - (c) Any other areas of co-operation to be mutually agreed upon by the Parties.
2. For the purpose of implementing the co-operation in respect of any areas stated in paragraph 1 this MoU will be replaced by a legally binding agreement subject to terms and conditions as mutually agreed upon by the Parties including clauses on “confidentiality”, “suspension”, “protection of intellectual property rights” and “settlement of dispute” as contained in **Annexure A** of this MoU.

ARTICLE III

FINANCIAL ARRANGEMENTS

- 1. This MoU will not give rise to any financial obligation by one Party to other.
- 2. Each Party will bear its own cost and expenses in relation to this MoU.

ARTICLE IV

EFFECT OF MEMORANDUM OF UNDERSTANDING

This MoU serves only as a record of the Parties' intentions and does not constitute or create, and is not intended to constitute or create, obligations under domestic or international law and will not give rise to any legal process and will not be deemed to constitute or create any legally binding or enforceable obligations, express or implied.

ARTICLE V

NO AGENCY

Nothing contained herein is to be construed so as to constitute 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.

ARTICLE VI

ENTRY INTO EFFECT, DURATION, EXTENSION AND TERMINATION

1. This Memorandum of Understanding will come into effect on the date of signing and will remain in effect for a period of **FIVE (5)** years or until the termination by either party with **ONE (1)** year prior written notice.
2. The termination of the MoU shall not affect the implementation of ongoing activities/programs.
3. This MoU may be extended for a further period as may be agreed in writing by the Parties.
4. This MoU will be followed up by the PARTIES with the scope of activities regulated in the Memorandum of Agreement which is agreed and signed by the PARTIES, which is an inseparable document and becomes an integral part of this MoU.

ARTICLE VII

REVISION, VARIATION AND AMENDMENT

The Parties must confer with each other should they wish to revise, vary or amend this MoU before the end of the period of this MoU and such revision, variation, or amendment agreed to by the Parties shall be in writing and shall form part of this MoU.

ARTICLE VIII

NOTICES

Any communication under this MoU will be in writing in the English language and delivered by registered mail to the address or sent to the electronic mail address or facsimile number of **+603 6189 0316 for PTS Media Group Malaysia** or **+62-271-593156 for Universitas Veteran Bangun Nusantara** as the case may be, shown below or to such other address or electronic mail address or facsimile number as either Party may have notified the sender and shall, unless otherwise provided herein, be deemed to be duly given or made when delivered to the recipient at such address or electronic mail address or facsimile number which is duly acknowledged:

To: MoU Coordinator
Mohd. Ikram Wazir, B.A.
PTS MEDIA GROUP MALAYSIA
No 12, Jalan DBP, Dolomite Business Park, 68100 Batu
Caves, Selangor, Malaysia.
Tel no (Office) : +603 6188 0316
Fax no : +603 6189 0316
Email address : editorial@pts.com.my

To: MoU Coordinator
Dr. Veronika Unun Pratiwi, S.Pd., M.Pd.

Head of Public Relations and Cooperation

**Jl.Letjend Sujono Humardani No.1, Gadingan, Jombor,
Bendosari, Sukoharjo, Central Java, Indonesia**

Tel no : 62-271-593156

Email address : humaskerjasama.univet@gmail.com

The foregoing record represents the understandings reached between **PTS MEDIA GROUP MALAYSIA** and the **UNIVERSITAS VETERAN BANGUN NUSANTARA** upon the matters referred to therein.

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ANNEXURE A

(which shall be read and construed as the important part of this Memorandum of Understanding)

PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

1. The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations of the Parties and with other international agreements signed by both Parties.
2. The use of the name, logo and/or official emblem of any of the Parties on any publication, document and/or paper is prohibited without the prior written approval of either Party.
3. Notwithstanding anything in paragraph 1 above, the intellectual property rights in respect of any technological development, and any products and services development, carried out –
 - (i) jointly by the Parties or research results obtained through the joint activity effort of the Parties, shall be jointly owned by the Parties in accordance with the terms to be mutually agreed upon; and
 - (ii) solely and separately by the Party or the research results obtained through the sole and separate effort of the Party, shall be solely owned by the Party concerned.

CONFIDENTIALITY

1. Each Party shall undertake to observe the confidentiality and secrecy of documents, information and other data received from or supplied to, the other Party during the period of the implementation of this

Memorandum of Understanding or any other agreements made pursuant to this Memorandum of Understanding.

2. For purposes of paragraph 1 above, such documents, information and data include any document, information and data which is disclosed by a Party (the Disclosing party) to the other Party (the Receiving party) prior to, or after, the execution of this Memorandum of Understanding, involving technical, business, marketing, policy, know-how, planning, project management and other documents, information, data and/or solutions in any form, including but not limited to any document, information or data which is designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving party or if orally given, is given in the circumstances of confidence.
3. Both Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this Memorandum of Understanding.

SUSPENSION

Each Party reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this Memorandum of Understanding which suspension shall take effect immediately after notification has been given to the other Party through diplomatic channels.

SETTLEMENT OF DISPUTES

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