

**UTM**  
UNIVERSITI TEKNOLOGI MALAYSIA

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
UNIVERSITAS SRIWIJAYA, INDONESIA  
AND  
UNIVERSITI TEKNOLOGI MALAYSIA, MALAYSIA**

In order to renew existing strong ties and promote further co-operation between Universitas Sriwijaya (UNSRI) and Universiti Teknologi Malaysia (UTM), the two institutions agree as follows:

**I. GENERAL AREAS OF CO-OPERATION**

- 1.1 UNSRI and UTM agree that cooperation shall be carried out through such activities of programs relating to, but not limited to:
  - (a) Education and research;
  - (b) Exchange of professors and lecturers;
  - (c) Training of staff;
  - (d) Exchange of students;
  - (e) Exchange of scholarly materials and information;
  - (f) Joint publication, conferences and seminars; and
  - (g) Any other fields related.
- 1.2 Both universities agree that program and activity enumerated are not exclusive and the parties may agree to include such other programs and activities as may be necessary and identified later which shall be mutually discussed and agree upon in writing by both parties prior to the initiation of the particular program or activity and such shall be negotiated as required.
- 1.3 UNSRI and UTM, within their capacities will cooperate to promote and develop programs in technological education.
- 1.4 UNSRI and UTM shall each designate a coordinator to manage the program activities. Each party shall nominate and appoint a coordinator from its staff to coordinate activities and facilitate the development of such joint activities.

## 2. SCOPE OF COLLABORATION

UNSRI and UTM agree and acknowledge that collaboration may develop in the following programs, but not limited to:

- (a) Developing the curriculum and exchanging of scholarly publications subject to the approval of both parties.
- (b) Joint Research and Development (R&D) subject to approval of both parties.
- (c) Priority shall be given to UNSRI staff to further post graduate studies at UTM, and UNSRI shall give priority to the lecturers of UTM to further postgraduate studies at (Acronym)
- (d) UTM shall give priority to the lecturers of UNSRI to further post graduate studies at UTM, and UNSRI shall give priority to the lecturers of UTM to further postgraduate studies at UNSRI
- (e) Activities of exchange of staff include study tour, conducting research and/or supervision student project, staff secondment for improving and research, attending seminars, colloquiums and academic discussions.
- (f) Activities of students exchange include study tour, courses attendance and research.

## 3. COST AND EXPENSES

Any cost and expenses incurred in performing any activity pursuant to this Memorandum such as training and advisory visits and staff attachments, etc. shall be negotiated to the mutual acceptance of both parties.

## 4. OWNERSHIP

Ownership on whatever products of studies/research shall belong to both parties signatory of this Memorandum and no publication of the products of study of research is allowed to publish without the consent of both parties.

## 5. DURATION AND TERMINATION

- (a) This Memorandum shall enter into force at the day of signature by the signatory of each party and shall remain in force for 5 (five) years unless terminated by one of the parties giving three (3) months notice to the other.
- (b) This Memorandum shall be reviewed at the end of 2 (years) years to determine the effectiveness to continue or terminate.
- (c) Where such termination occurs, the provision of this Memorandum shall continue to apply to on-going activities until their completion.

6. **RELATIONSHIP BETWEEN THE TWO PARTIES**

No parts of this Memorandum are to be interpreted as to allow any other cooperation or business organization to register on behalf of the two parties or appoint one of the parties as the agent of the other party.

7. **CONFIDENTIALITY**

All information and or data that may be exchanged, acquired and shared in connection with the area of cooperation between UNSRI and UTM pursuant to this Memorandum shall be treated strictly confidential and shall not under any circumstances be divulged by the receiving party unless otherwise the same has already been in public domain.

8. **GOVERNING LAW**

This Memorandum shall be applied in accordance with the laws and regulations in force in the territory of each cooperating party, in respect of activities taking place in the party's territory.

9. **NOTICES**

Any notices, approval, application or any form of communication that is required to be given by any parties under this Memorandum shall be in writing and shall be deemed to be sufficiently served:

- (a) In the case of delivery by hand, on the day of delivery.
- (b) In the case of delivery by post (prepared post), on the 7<sup>th</sup> (seventh) business day after posting.
- (c) In the case of communication by facsimile, on the sender receipt of transmission report which purports to confirm that the addressee has received such facsimile.

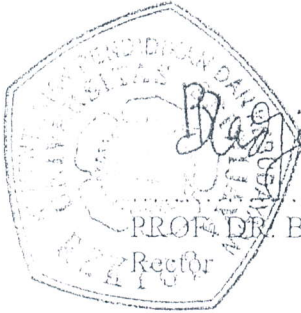
10. **AMENDMENTS**

- (a) This Memorandum may be amend or varied by mutual consent of both parties and such amendments of variation shall be in writing and signed by duly authorized representative of each UNSRI and UTM.
- (b) Such agreed amendments or variation shall be part of this Memorandum.

IN WITNESS, therefore, the parties have hereunto set their respective signatures on this date.

Signed by and for and on behalf of  
UNIVERSITAS SRIWIJAYA

Signed by and for and on behalf of  
UNIVERSITI TEKNOLOGI MALAYSIA



*Badia Perizade*

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PROF. DR. BADIA PERIZADE, MBA  
Rector

Date: .....

*Zaini Ujang*

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PROF. DATO' DR. IR. ZAINI UJANG  
Vice Chancellor

Date : *6 May 2012*