



**MEMORANDUM OF
UNDERSTANDING**

BETWEEN

UNIVERSITY COLLEGE BESTARI (UC Bestari)

AND

UNIVERSITAS SYIAH KUALA (UNSYIAH)

THIS MEMORANDUM OF UNDERSTANDING is made this 16 of March 2018;

BETWEEN

UNIVERSITY COLLEGE BESTARI (hereinafter referred to as "**UC Bestari**"), a private higher educational institution whose address is at University College Bestari, Putera Jaya, Bandar Permaisuri, 22010 Setiu, Terengganu and shall include its lawful representatives and permitted assigns;

AND

UNIVERSITAS SYIAH KUALA (hereinafter referred to as "**UNSYIAH**"), a university whose address is Jalan Teuku Nyak Arief, Darussalam, Kopelma Darussalam, Syiah Kuala, Kota Banda Aceh, Aceh 23111, Indonesia and shall include its lawful representatives and permitted assigns;

(UC Bestari and UNSYIAH, shall hereinafter be referred to collectively as "Parties" and individually as "Party", where the context so requires)

WHEREAS:-

- A. UC Bestari is the first university college that strives to uphold underprivileged students and orphans the opportunity of higher education. Hence, the establishment of the University College Bestari is not motivated by profit alone (non-profit making institution) but more towards the welfare of trying to realise the development of education in the mainstream of globalisation, where educational opportunities are equally enjoyed by rural communities and orphans nationwide.
- B. UNSYIAH is the largest and the oldest national university in Banda Aceh, Indonesia. The establishment of Unsyiah confirmed by Decree of the President of Republic Indonesia, number 161 of 1962, dated April 24, 1962 in Kopelma Darussalam, Banda Aceh. Unsyiah domiciled in the capital of Aceh province with the main campus located in the city of Students (Kopelma) Darussalam, Banda Aceh. Currently, Unsyiah has more than 30,000 students studying in 12 faculties and the Graduate Program.

- C. The Parties are desirous of entering this Memorandum of Understanding to declare their respective intentions and to establish a basis of cooperation and collaboration between the Parties upon the terms as contained herein.

NOW THIS MOU WITNESSES AS FOLLOWS:

ARTICLE 1: OBJECTIVE

The Parties, subject to the terms of this Memorandum of Understanding and the laws, rules, regulations and national policies from time to time in force in each party's country, shall endeavour to strengthen, promote and develop international and research co-operation between the Parties on the basis of equality and mutual benefit.

ARTICLE 2: AREAS OF COOPERATION

- 2.1 Both Parties agree to encourage the following activities, in particular, to promote international academic cooperation in the following areas:
- a) institutional exchanges between faculty and staff from each party's institution;
 - b) acceptance of undergraduate and graduate students of each party's institution for periods of study and/or research or practical training;
 - c) organisation of symposia, conferences, short courses and meetings on research issues;
 - d) exchange of information pertaining to developments in teaching, student development and research innovation and commercialisation; and
 - e) cooperation in any other areas as agreed to by the Parties from time to time.
- 2.2 For the purpose of implementing the co-operation in respect of any areas stated in paragraph 2.1 the Parties shall enter into legally binding agreements 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 disputes".

ARTICLE 3: FINANCIAL ARRANGEMENTS

- 3.1 This Memorandum of Understanding shall not give rise to any financial obligation by one Party to the other.
- 3.2 Each Party shall bear its own cost and expenses in the implementation of this Memorandum of Understanding.

ARTICLE 4: EFFECT OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding 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 shall not give rise to any legal process and shall not be deemed to constitute or create any legally binding or enforceable obligations, express or implied.

ARTICLE 5: RELATIONSHIP OF THE PARTIES

Nothing in this Memorandum of Understanding shall be construed as establishing or creating a partnership or a relationship of master and servant between any of the Parties hereto or as constituting any party as an agent or representative of the other Party for any purpose or in any manner whatsoever.

ARTICLE 6: ENTRY INTO EFFECT AND DURATION

- 6.1 This Memorandum of Understanding shall become effective as of the date of signatures of both Parties, or if the dates vary, then the date of the later signature.
- 6.2 This Memorandum of Understanding shall remain in effect for a period of FIVE (5) years.
- 6.3 This Memorandum of Understanding may be extended for such further period as may be agreed in writing by both Parties.
- 6.4 If the Memorandum of Understanding is not renewed by mutual consent, the Memorandum of Understanding shall conclude at the end of the specified period, or after activities in progress have concluded.

ARTICLE 7: REVISION, VARIATION AND AMENDMENT

- 7.1 Either party may request in writing a revision, variation or amendment of this Memorandum of Understanding.
- 7.2 Any such revision, variation or amendment agreed to by the Parties shall be in writing and shall form part of this Memorandum of Understanding.
- 7.3 Such revision, variation or amendment shall come into force on such date as may be determined by the Parties.
- 7.4 Any revision, variation or amendment shall not prejudice the implementation of any project, activity or co-operation arising from or based on this Memorandum of Understanding before or up to the date of such revision, variation or amendment.

ARTICLE 8: TERMINATION

This Memorandum of Understanding may be terminated by either party with a minimum of THIRTY (30) days written notice. Activities in progress at the time of termination of this Memorandum of Understanding shall be permitted to conclude as planned unless otherwise agreed.

ARTICLE 9: NOTICES

Any notice or communication between the Parties shall be delivered to the address, or sent to the facsimile number or emailed to the following:

<u>For</u>	Address	University College Bestari,
<u>UC Bestari:</u>		Putera Jaya, Bandar Permaisuri,
		22100 Setiu, Terengganu.
	Telephone no.	609-6097101/102
	Facsimile no.	609-6097107
	Contact person	Dr. Alamsyah
	Email address	

<u>For</u>	Address	Universitas Syiah Kuala,
<u>UNSYIAH:</u>		Jalan Teuku Nyak Arief, Darussalam,
		Kopelma Darussalam, Syiah Kuala, Kota
		Banda Aceh, Aceh 23111, Indonesia
	Telephone no.	(0651) 755-1237
	Facsimile no.	(0651) 755-1241
	Contact person	Dr. Nazamuddin, SE, MA
	Email address	pr4@unsyiah.ac.id

ARTICLE 10: PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 10.1 The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations of the Parties and in accordance with other international agreements signed by both Parties.
- 10.2 The use of the name, logo and/or official emblem of any of the Parties on any publications, document and/or paper is prohibited without the prior written approval of the Party.
- 10.3 Notwithstanding anything in paragraph 10.1 above, if the intellectual property rights in respect of any technological development, and any product and service development, were obtained –

- (i) jointly by the Parties or if the research results were obtained through the joint activity or effort of the Parties, then these shall be jointly owned by the Parties in accordance with terms to be mutually agreed upon; or
- (ii) solely and separately by a Party or if the research results were obtained through the sole and separate effort of the Party, then these shall be solely owned by the Party concerned.

ARTICLE 11: FORCE MAJEURE

Both Parties shall not be held liable for delays or failures to perform that result from events or circumstances beyond the reasonable control of either Party and in particular, any failure by either to carry out its obligations as set out in this Memorandum of Understanding.

ARTICLE 12: 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.

ARTICLE 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 realise their expertise in carrying out the steps and measures necessary for furthering their mutual interest under this Memorandum of Understanding in accordance with the spirit of close cooperation and mutual assistance.

ARTICLE 14: 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 written notification has been given to the other Party.

ARTICLE 15: SETTLEMENT OF DISPUTES

Any difference or dispute between the Parties concerning the interpretation or implementation of any of the provisions of this Memorandum of Understanding shall

be settled amicably through mutual consultation and/or negotiations between the parties, without reference to any third party or national or international tribunal.

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IN WITNESS WHEREOF UC Bestari and UNSYIAH hereunto have executed this Memorandum of Understanding on the year and date first above written:

SIGNED BY
for and on behalf of

UNIVERSITY COLLEGE BESTARI



.....
PROF. DR. AB AZIZ BIN YUSOF
Vice-Chancellor

SIGNED BY
for and on behalf of

UNIVERSITAS SYIAH KUALA



.....
PROF. DR. IR. SAMSUL RIZAL, M.ENG
Rector