



UTM
UNIVERSITI TEKNOLOGI MALAYSIA



MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITI TEKNOLOGI MALAYSIA

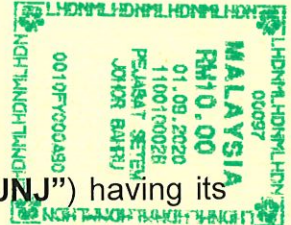
AND

UNIVERSITAS NEGERI JAKARTA

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this 25th
day of AUGUST 2020

BETWEEN

UNIVERSITAS NEGERI JAKARTA, (hereinafter referred to as “**UNJ**”) having its registered address at Gedung Rektorat Lt.2 Jalan Rawamangun Muka, Jakarta Timur 13220, Indonesia of the one part,



AND

UNIVERSITI TEKNOLOGI MALAYSIA, a public university established under the Malaysian Universities and University Colleges Act 1971 and for the purpose of this Memorandum of Understanding is represented by Institute of Bioproduct Development having its address at Universiti Teknologi Malaysia, 81310 Johor Bahru, Johor Darul Takzim, Malaysia (hereinafter referred to as “**UTM**”) of the other part.

UNJ and UTM shall hereinafter referred to singularly as “the Party” and collectively as “the Parties”.

WHEREAS

(A) **UNJ** is a public university in Jakarta, Indonesia. Founded in 1964 as the Jakarta Institute of Teaching and Education (IKIP), it was later converted into a state university by the Indonesian government in 1999. UNJ has vision to be a faculty that has a competitive advantage in the field of Mathematics and Natural Sciences (MIPA) and education at the global level and can produce graduates who are faithful and devoted, have high academic abilities and entrepreneurship. Faculty of Mathematics and Natural Sciences offer bachelor and post graduate program both for mathematics, sciences, and education.

UTM is a Malaysian Public Research University and as the government research and development partner of the project is to undertake a

collaborative Research and Development (R&D) to develop products and processes and shall jointly utilize the available facilities and technical expertise in UTM.

- (B) Both parties are desirous to work together to expand the basic of friendship and co-operative exchanges between UNJ and UTM.
- (C) Both parties are agreeable that the encouragement and development of cooperation and exchange in areas of mutual interest would be desirable.
- (D) Projects that shall be conducted are of mutual interest and benefit of both parties hereto.

NOW IT IS HEREBY UNDERSTOOD AND WITNESSED as follows:

ARTICLE I
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, will endeavor to strengthen, promote and develop international academic co-operation between the Parties on the basis of equality and mutual benefit.

ARTICLE 2
AREAS OF COOPERATION

- 2.1 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, endeavour to take necessary steps to encourage and promote co-operation in the following areas:
- a) Exchanges of information, knowledge and material;
 - b) Research student exchanges;

- c) Staff exchanges;
- d) Jointly research and publication;
- e) Jointly supervision;
- f) Jointly research training;
- g) Jointly service activity;
- h) Development of educational services, community profiles and International activities
- i) To jointly conduct research in areas of natural products and sustainable biotechnology such as developing new bio renewable materials and bioprocesses; biodiversity, nanotechnology, material science, conservation, including programs focused on environmental conservation and sustainability, and education.
- j) To conduct joint research workshop and conference;
- k) Coordinating students and researchers exchange program in the relevant areas; and
- l) Other related fields as mutual agreed in future.

2.2 For the purpose of implementing the co-operation in respect of any areas stated in paragraph 2.1, the Parties will enter into a legally binding agreement subject to terms and conditions as mutually agreed upon by the Parties.

2.3 UNJ and UTM may appoint the coordinator from each party for the development and management of joint activities.

ARTICLE 3

FINANCIAL ARRANGEMENTS

3.1 This Memorandum of Understanding will not give rise to any financial obligation by one Party to the other

3.2 Each Party will bear its own cost and expenses in relation to this Memorandum of Understanding.

ARTICLE 4

EFFECT OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding serves as a record of the Parties' intentions and except in relation to Articles 7 and 9 herein, 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 5

DURATION AND TERMINATION

- 5.1 This Memorandum of Understanding shall commence on the date of execution of the same and shall remain in force for duration of FIVE (5) years.
- 5.2 This Memorandum of Understanding may be extended for a further period as may be agreed in writing by the parties.
- 5.3 Each party may terminate the Memorandum of Understanding by providing six (6) months' notice in advance to the other Party. Upon termination, each party accordingly shall return any documents retained by the same to disclosing party.

ARTICLE 6

RELATIONSHIP BETWEEN THE PARTIES

- 6.1 Nothing contained herein shall be construed so as to constitute a joint venture partnership or formal business organization or any kind between the parties or so to constitute either party as the agent of the other

ARTICLE 7
CONFIDENTIALITY

- 7.1. 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.
- 7.2 For purposes of paragraph 7.1 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.
- 7.3 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.

ARTICLE 8
AGREEMENT

- 8.1 UNJ and UTM hereby agree that this co-operation shall be identified as the parent document of any programme executed between the parties.
- 8.2 Further agreement concerning any programme shall be entered into prior to the commencement of the activities or programme. Such agreement shall not become effective until they have been reduced into writing, approved and executed by the duly authorized representatives of the parties.

- 8.3 Specific details will be set forth in an agreement, which will form part of this co-operation. The said agreement shall include such item as:-
- (a) elaboration of the responsibilities of each parties;
 - (b) schedule and sources of financing for each activity; and
 - (c) any other items deemed necessary for the efficient management of the activity.

ARTICLE 9

PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 9.1 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.
- 9.2 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.
- 9.3 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 Part concerned.

ARTICLE 10

NOTICES

Any communication under this Memorandum of Understanding 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 UNIVERSITAS NEGERI JAKARTA or UNIVERSITI TEKNOLOGI MALAYSIA, 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 UNJ

Address : Gedung Rektorat Lt.2 Jalan Rawamangun Muka,
Jakarta Timur 13220
Contact : Wakil Rektor Bidang Perencanaan dan Kerja Sama
Telephone No. : 021-4893982/ +6221-4893982
Fax No. : 021-4896977
Website : www.unj.ac.id
Email : pr4@unj.ac.id, pr4_unj@yahoo.com

To UTM

Address : Institute of Bioproduct Development
Universiti Teknologi Malaysia
81310 UTM Skudai
Johor Darul Ta'zim
MALAYSIA
Contact : Prof. Dr. Hesham A. El Enshasy
Telephone No. : 607-553 6476
Fax No. : 607-556 9706
Email : henshasy@ibd.utm.my

ARTICLE 11

GOVERNING LAW AND DISPUTE RESOLUTION

11.1 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, without reference to any third party.

11.2 Any consultation and/or negotiation for the settlement of dispute shall be governed by the laws of the country where such dispute arises.

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
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.

(The remainder of this page is intentionally left blank)

IN WITNESS WHEREOF the Parties hereto have executed this Memorandum of Understanding on the day and year first above written.

SIGNED by

SIGNED by

For and on behalf of

For and on behalf of

UNIVERSITAS NEGERI JAKARTA

UNIVERSITI TEKNOLOGI MALAYSIA



.....
Dr. Komarudin, M.Si
Rector

.....
Prof. Datuk Ir. Dr. Wahid Bin Omar
Vice-Chancellor

In the presence of

In the presence of

.....
Prof. Dr. Suyono, M.Si
Vice Rector for Academic Affairs

.....
Prof. Dr. Hesham A. El-Enshasy
Director
Institute of Bioproduct Development