



# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**UNIVERSITI UTARA MALAYSIA**

**AND**

**UNIVERSITAS WIJAYA KUSUMA SURABAYA**

**11<sup>TH</sup> AUGUST 2015**

This Memorandum of Understanding (MoU) is made on this day 11<sup>th</sup> August 2015

**BETWEEN**

**UNIVERSITI UTARA MALAYSIA**, an institution of higher learning established in Malaysia under the Universiti Utara Malaysia (Incorporation) Order 1984 and the Universities and University Colleges Act 1971, whose address is at Universiti Utara Malaysia, 06010 UUM Sintok, Kedah Malaysia (hereinafter referred to as "**UUM**") and shall include its lawful representatives and permitted assigns of the first part;

**AND**

**UNIVERSITAS WIJAYA KUSUMA SURABAYA**, a private university established under Pancasila, Konstitusional Undang-Undang Dasar 1945 whose address is at Jl. Dukuh Kupang XXV/54 Surabaya, East Java Indonesia (hereinafter referred to as "**UWKS**") and shall include its lawful representatives and permitted assigns of the second part.

(**UUM** and **UWKS** hereinafter referred to singularly as "the Party" and collectively as "the Parties")

**WHEREAS**

- A. **UUM** is an established university which strives to enhance and strengthen its research, consultancy and publication has taken various initiatives to complement its educational excellence and has entered into various collaborative arrangements with other parties.
- B. **UWKS** aims to improve the quality of education, the development of science and technology and to increase social welfare that serves the interests of the nation and state community development.
- C. The Parties are desirous 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.

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## REPRESENTATION AND WARRANTY

**UWKS** represents and warrants to **UUM** that:

- a) it is a private university established under the Pancasila, Konstitusional Undang-Undang Dasar 1945;
- b) it has the corporate power to enter into and perform its obligations under this MoU;
- c) it has taken all necessary corporate actions to authorize the entry into and performance of this MoU;
- d) as at the execution date, neither the execution nor performance by it of this MoU nor any transactions contemplated by this MoU will violate in any respect any provision of:
  - I. University statutes and governing laws of Republic of Indonesia; or
  - II. any other document or agreement which is binding upon it or its asset;
- e) no litigation, arbitration, tax claim, dispute or administrative proceeding is presently current or pending or, to its knowledge, threatened, which is likely to have a material adverse effect upon it or its ability to perform its obligations under this MoU;
- f) it has necessary capability to undertake the responsibilities and acknowledges that **UUM** has entered into this MoU in reliance on its representations and warranties as aforesaid.

## UUM AND UWKS HAVE REACHED AN UNDERSTANDING AS FOLLOWS:

### 1. 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 endeavour to strengthen, promote and develop co-operation between the Parties on the basis of equality and mutual benefit.

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<b>UUM</b>	<b>UWKS</b>

## 2. AREAS OF CO-OPERATION

- 2.1 Each Party will, subject to the laws, rules, regulations and national policies from time to time in force, governing the subject matter, endeavour to take the necessary steps to encourage and promote co-operation in the following areas:
- a) Exchange of staff;
  - b) Exchange of students;
  - c) Collaboration of joint research and consultancy projects;
  - d) Collaboration of joint educational projects;
  - e) Organization of joint student development activities;
  - f) Exchange of academic publications and educational materials; and
  - g) any other areas of co-operation to be mutually agreed upon by the Parties from time to time.
- 2.2 For the purpose of implementing the co-operation in respect of any area in sub Clause 2.1 the Parties may enter into a legally binding agreement subject to terms and conditions as mutually agreed upon by the Parties.

## 3. FINANCIAL ARRANGEMENTS

- 3.1 This MoU 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 the implementation of this MoU.

## 4. CONFIDENTIALITY

- 4.1 Each Party shall undertake to observe the secrecy of confidential information received from or supplied to the other Parties during the period of implementation of this MoU or other agreements made pursuant to this MoU.
- 4.2 For purposes of this MoU, "confidential information" means any information whether prior to or hereinafter disclosed by a Party (the Disclosing Party) to the other Parties (the Receiving Party) of this MoU involving technical, business, marketing, policy, know-

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- 8.2 Any such revision, variation or amendment agreed to by the Parties shall be in writing and shall form part of this MoU.
- 8.3 Such revision, variation or amendment shall come into force on such date as may be determined by the Parties.
- 8.4 Any revision, variation or amendment shall not prejudice the implementation of any project, activity or co-operation arising from or based on this MoU before or up to the date of such revision, variation or amendment.

**9. SUPERVENING EVENTS**

- 9.1 Each Party reserves the right for reasons of national security, national interests, public order or public health to suspend temporarily, either in whole or in part, the implementation of this MoU which suspension shall take effect immediately after notification has been given to the other Party.
- 9.2 Notwithstanding sub-clause 9.1, should any other event occur which hinders or restricts the implementation of this MoU, the parties shall use their best endeavour to agree upon such action, as may be necessary and equitable, to remove the cause of such event.

**10. SETTLEMENT OF DISPUTES**

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

**11. COMPETENT AUTHORITIES**

The authorities responsible for the fulfillment of this MoU are the Vice Chancellor of **UUM** and the Rector of **UWKS**.

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UUM <i>[Signature]</i>	UWKS <i>[Signature]</i>

12. NOTICES

12.1 Any communication under this MoU shall be in writing in the English language and delivered by registered mail to the address or sent to the electronic mail or facsimile number of **UUM** or **UWKS**, as the case may be, shown below or to other such 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: **UNIVERSITI UTARA MALAYSIA**  
Address : 06010 UUM Sintok, Kedah, Malaysia.  
Attn to : Vice Chancellor  
Tel no. : +604-9283001  
Fax no : +604-9283005  
E-mail : [vc@uum.edu.my](mailto:vc@uum.edu.my)

To: **UNIVERSITAS WIJAYA KUSUMA SURABAYA**  
Address : Jl. Dukuh Kupang XXV/54 Surabaya, East Java, Indonesia.  
Attn to : Rector  
Tel no. : +62315677577  
Fax no : +62315679791  
E-mail : [info@uwks.ac.id](mailto:info@uwks.ac.id)

12.2 It shall be the duty of the Parties to notify the other if there is a change of address or entity by giving a written notice within fourteen (14) days.

The foregoing record represents the understandings reached between **UUM** and **UWKS** upon the matters referred to therein.

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IN WITNESS WHEREOF this MoU has been duly signed in duplicate at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ in the year 2015 in four (4) original texts in the English language, all texts being equally authentic.

Signed for and on behalf of  
**UNIVERSITI UTARA MALAYSIA**



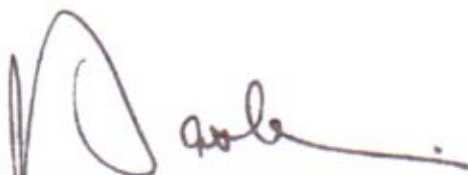
**PROF. DATO' WIRA DR. MOHAMED  
MUSTAFA ISHAK**  
Vice Chancellor

Signed for and on behalf of  
**UNIVERSITAS WIJAYA KUSUMA  
SURABAYA**



**PROF. H. SRI HARMADJI, DR. SP.  
THT-KL (K)**  
Rector

In the presence of



**ASSOC. PROF. DR. AHMAD BASHAWIR  
ABDUL GHANI**  
Dean  
School of International Studies  
UUM COLGIS

In the presence of



**DR. MOCH. FAUZI SAID, MSI**  
Dean  
Faculty of Social and Political  
(FISIP)

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