



MEMORANDUM OF UNDERSTANDING

Between

UNIVERSITAS MUHAMMADIYAH YOGYAKARTA, INDONESIA

And

TAMKANG UNIVERSITY, TAIWAN

“ON FRIENDSHIP AND COOPERATION, PROMOTION OF MUTUAL UNDERSTANDING, ACADEMIC, CULTURAL SCIENTIFIC THOUGHT AND PERSONNEL EXCHANGE”

This **Memorandum of Understanding** (hereinafter referred to as “**MoU**”) is executed between **Universitas Muhammadiyah Yogyakarta** (hereinafter referred to as “**UMY**”), a university whose address is at Jl. Lingkar Selatan, Tamantirto, Kasihan, Bantul Yogyakarta, Indonesia and shall include its lawful representatives and permitted assigns; and **Tamkang University** (hereinafter referred to as “**TKU**”), a university whose address is No. 151, Yingzhuan Road, Tamsui District, New Taipei City, Taiwan 25137 and shall include its lawful representatives and permitted assigns; (hereinafter referred to as singularly as “**The Party**” and collectively as “**The Parties**”).

WHEREAS

- A. UMY is an established university with a track record of educational excellence and research and with a dynamic programme of collaborative arrangements with many international counterparts.
- B. TKU is an established university which strives to strengthen its research and educational abilities, and has entered into various collaborative arrangements with others to enhance its academic links and cooperation.

- C. The Parties are desirous of entering this MoU 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 MoU 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 The 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 partner institution;
 - b) Acceptance of undergraduate and graduate students of each partner institution for periods of study and/or research;
 - c) Organizing the symposia, conferences, short courses and meetings on research issues;
 - d) Exchange of information pertaining to developments in teaching, student development and research institutions;
 - e) Cooperation in any other areas as agreed to by The Parties from time to time; and
 - f) The Parties will mutually promote information and activities of partner universities within the MoU on their respective websites.
- 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

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 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 4

NO AGENCY

Nothing contained herein is to be construed so as to constitute a joint venture partnership or formal business organisation of any kind between The Parties or so to constitute either party as the agent of the other.

ARTICLE 5

ENTRY INTO EFFECT AND DURATION

- 6.1 This MoU 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 MoU shall remain in effect for a period of five (5) years.
- 6.3 This MoU may be extended for such further period as may be agreed in writing by both parties.
- 6.4 If the MoU is not renewed by mutual consent, the MoU shall conclude at the end of the specified period, or after activities in progress have concluded.

ARTICLE 6

REVISION, VARIATION AND AMENDMENT

- 7.1 Either party may request in writing a revision, variation or amendment of this MoU with an approval of other party.
- 7.2 Any such revision, variation or amendment agreed to by The Parties shall be in writing and shall form part of this MoU.

- 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 MoU before or up to the date of such revision, variation or amendment.

ARTICLE 7

TERMINATION

This MoU may be terminated by either party with a minimum of ninety (90) days written notice to the other party. Activities in progress at the time of termination of this MoU shall be permitted to conclude as planned unless otherwise agreed.

ARTICLE 8

NOTICES

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 address or facsimile number of Universitas Muhammadiyah Yogyakarta or the mail address or facsimile number of Tamkang University, 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 other Party 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 Tamkang University:

Address : No. 151, Yingzhuan Road, Tamsui District, New Taipei City,
Taiwan 25137

Attention : Lucia Chen, Ph.D.

Tel. : +886-2-26296579

Fax : +886-2-26296582

e-mail : au@oa.tku.edu.tw

To Universitas Muhammadiyah Yogyakarta:

Address : Universitas Muhammadiyah Yogyakarta
Jl. Lingkar Selatan, Yogyakarta 55183, Indonesia.
Attention : Eko Priyo Purnomo, Ph.D.
Tel. : +62 274 450212
Fax : +62 274 387646
e-mail : eko@umy.ac.id or bkln@umy.ac.id

ARTICLE 9

PROTECTION OF INTELLECTUAL PROPERTY

- 10.1 The protection of intellectual property 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.
- 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 9.1 above, if the intellectual property in respect of any technological development, and any product and service development, were obtained by:
- (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 The 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 10

CONFIDENTIALITY

- 11.1 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 MoU or any other agreements made pursuant to this MoU.

- 11.2 For purposes of Paragraph 10.1 above, such documents, information and data include any document, information and data which is disclosed by any The Party (the disclosing party) to the other party (the receiving party) prior to, or after, the execution of this MoU, 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.
- 11.3 The Parties agree that the provisions of this Article shall continue to be binding between The Parties, notwithstanding the termination of this MoU.

ARTICLE 12

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 MoU which suspension shall take effect immediately after notification has been given to the other Party through diplomatic channels.

ARTICLE 13

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 MoU 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.

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IN WITNESS WHEREOF, signed in duplicate on ---, --- 2018 in two (2) original texts,
both texts being equally authentic.

Signed
for and on behalf of
**UNIVERSITAS MUHAMMADIYAH
YOGYAKARTA**



Dr. Ir. Gunawan Budiyanto, M.P.
Rector

Date: *October 5, 2018*

Signed
for and on behalf of
TAMKANG UNIVERSITY

Huan-Chao Keh

Dr. Huan-Chao Keh
President

Date: *August 21, 2018*