

MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITI TUN HUSSEIN ONN MALAYSIA

AND

UNIVERSITAS MUHAMMADIYAH YOGYAKARTA

**ON ACADEMIC RESEARCH AND DEVELOPMENT
COLLABORATION**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "**MoU**") is made this day of 2019

BETWEEN

UNIVERSITI TUN HUSSEIN ONN MALAYSIA (hereinafter referred to as "**UTHM**"), a public university established under the Universities and University Colleges Act 1971 whose address is at 86400 Parit Raja, Batu Pahat, Johor Darul Ta'zim, Malaysia and shall include its lawful representatives and permitted assigns;

AND

UNIVERSITAS MUHAMMADIYAH YOGYAKARTA (hereinafter referred to as "**UMY**"), a private university duly organized and existing under the laws of Indonesia, whose address is at Jalan Brawijaya, Tamantirto, Kasihan, Bantul, Special Region of Yogyakarta, Indonesia and shall include its lawful representatives and permitted assigns.

(**UTHM** and **UMY** shall hereinafter be referred to singularly as the "Party" and collectively as the "Parties", as the case may be)

WHEREAS:-

- A. **UTHM** is an established university which strives to enhance and strengthen its internationalization linkage and has taken various initiatives to complement its educational excellence. **UTHM** has entered into various collaborative arrangements with other parties to enhance its academic and research activities.
- B. **UMY** is an established University which is committed to promoting its academic cooperation through research and development, dedicated to excellence in undergraduate education and to creating long term international partnerships
- 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.

HAVE REACHED AN UNDERSTANDING as follows:

ARTICLE I

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 academic and research co-operation between the Parties on the basis of equality and mutual benefit.

ARTICLE II

AREAS OF ACADEMIC COOPERATION

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 cooperation in the following areas:
 - (a) mobility of teaching and research academic personnel;
 - (b) exchange of administrative and other personnel;
 - (c) student mobility;
 - (d) student industrial training mobility;
 - (e) collaboration on research projects;
 - (f) joint seminars, publications and supervisions; and
 - (g) any other areas of co-operation to be mutually agreed upon by the Parties.
2. For the purpose of implementing cooperation in respect of any areas stated in paragraph 1, the Parties shall execute a legally binding agreement 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 dispute" as contained in Annexure A of this MoU.

ARTICLE III
FINANCIAL ARRANGEMENTS

1. This MOU will not give rise to any financial obligation by one Party to other.
2. Each Party will bear its own cost and expenses in relation to this MoU.

ARTICLE IV
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 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 V
NO AGENCY

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

ARTICLE VI
ENTRY INTO EFFECT AND DURATION

1. This MOU will come into effect on the date of signing and will remain in effect for a period of five (5) years. Either Party may terminate this MoU by giving six (6) months' prior written notice to the other Party and such termination shall not affect any rights or obligations of the Parties which may have accrued prior to termination.
2. This MOU may be extended for a further period as may be agreed in writing by the Parties.

ARTICLE VII

NOTICES

Any communication under this MoU 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 **+607- 453 8516** for **UTHM** or **+62-274387646** for **UMY** 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:

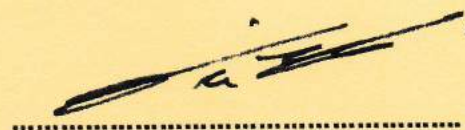
To: **Assoc. Prof. Ts. Dr. Abd Halid Abdullah**
Dean, Faculty of Civil & Environmental Engineering
Universiti Tun Hussein Onn Malaysia
86400 Parit Raja, BatuPahat, Johor, MALAYSIA
Tel no: +607-4537302
Fax no: +607-4536070
Email address: fkaas@uthm.edu.my

To: **Jazaul Ikhsan, S.T., M.T., Ph.D.**
Dean, Faculty of Engineering
University of Muhammadiyah Yogyakarta
Jalan Lingkar Selatan, Tamantirto, Kasihan, Bantul, Yogyakarta,
INDONESIA
Tel no: + +62-274-387656 (ext.208)
Fax no: +62 274 387646
Email address: dekanatteknik@umy.ac.id / bkln@umy.ac.id

The foregoing record represents the understandings reached between **UNIVERSITI TUN HUSSEIN ONN MALAYSIA** and **UNIVERSITAS MUHAMMADIYAH YOGYAKARTA** upon the matters referred to therein.

IN WITNESS WHEREOF, the Parties have caused this MoU to be duly executed as of the day, month and year first above written.

Signed by]
For and on behalf of]
Universiti Tun Hussein Onn Malaysia]



Prof. Ts. Dr. Wahid bin Razzaly
Vice-Chancellor

In the presence of



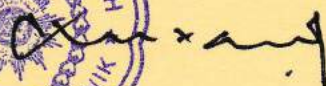
Mr. Abdul Halim bin Abdul Rahman
Registrar

Signed by]
For and on behalf of]
Universitas Muhammadiyah Yogyakarta]



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

In the presence of



Jazaul Ikhsan, S.T., M.T., Ph.D.
Dean, Faculty of Engineering

ANNEXURE A

[which shall be read and construed as an important part of this Memorandum of Understanding]

PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

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.
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.
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 Party concerned.

CONFIDENTIALITY

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 Agreement or any other agreements made pursuant to this Memorandum of Agreement.
2. For purposes of paragraph 1 above, such documents, information, and data include any document, information, and data which are disclosed by a Party (the Disclosing party) to the other Party (the Receiving party) prior to, or after, the execution of this Memorandum of Agreement, 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 are designated

in writing to be confidential or by their nature are intended to be for the knowledge of the Receiving party or if orally given, is given in the circumstances of confidence.

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 Agreement.

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

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 Memorandum of Agreement 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.

SIJIL PENGHARGAAN

Kami ingin merakamkan setinggi-tinggi penghargaan dan ucapan terima kasih kepada

DR. FITRIAH M. SUUD, M.AG

di atas kerjasama yang diberikan dalam menjayakan

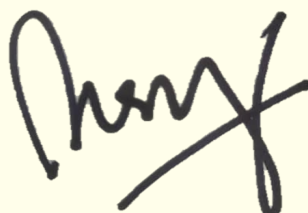
**PROGRAM PENGURUSAN STRESS
DAN KAEDAH BERFIKIRAN POSITIF DIKALANGAN
MAHASISWA TAHUN AKHIR PUSAT PENGAJIAN DIPLOMA**

Pada

18 - 19 JANUARI 2023

**BERTEMPAT DI BILIK PEMBELAJARAN,
BLOK A11, KOLEJ KEDIAMAN PAGOH,
UNIVERSITI TUN HUSSEIN ONN MALAYSIA**

Semoga jalinan kerjasama ini berterusan pada masa akan datang



Ts. Inv. Dr. MOHD SHAHIR BIN YAHYA
Dekan

Pusat Pengajian Diploma
Universiti Tun Hussein Onn Malaysia

