

CYBERJAYA UNIVERSITY COLLEGE
of MEDICAL SCIENCES



A University for the Excellence

DATED THIS 5TH DAY OF JANUARY, 2016

BETWEEN

**CYBERJAYA UNIVERSITY COLLEGE OF MEDICAL SCIENCES
MALAYSIA**

AND

**UNIVERSITAS MUHAMMADIYAH SEMARANG
INDONESIA**

.....
MEMORANDUM OF UNDERSTANDING
.....

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made on the 5th day of January, 2016.

BETWEEN

CYBERJAYA UNIVERSITY COLLEGE OF MEDICAL SCIENCES, MALAYSIA a medical university college duly registered under the Private Higher Educational Institutions Act 1996 and having its registered address at No. 3410, Jalan Teknokrat 3, Cyber 4, 63000 Cyberjaya, Selangor, Malaysia (hereinafter referred to as "**CUCMS**") of the **One Part**;

AND

UNIVERSITY OF MUHAMMADIYAH SEMARANG, INDONESIA a higher learning institute duly registered as an education company, was established based on the Ministerial Decree of the Minister of Education and Culture No. 139/D/O/1999, and having its registered office at Jl. Kedung Mundu raya No. 18, Semarang, Indonesia, (hereinafter referred to as "**UNIMUS**") of the **Second Part**;

CUCMS and **UNIMUS** shall be collectively referred to as "**The Parties**" and individually as "**the Party**".

PREAMBLE:

- A. CUCMS is a medical university college offering degree program in Medicine and Pharmacy to both Malaysian and international students.
- B. UNIMUS is a private university under *Majelis Tinggi Pimpinan Pusat Muhammadiyah* and Ministry Higher Education and Research of Indonesia offering one of degree program was in Medicine and Health science to both Indonesia and international students.
- C. The Parties assure each other that their co-operation shall be based upon mutual trust and their performance is to achieve a sustainable relationship.
- D. This MOU sets forth the general understanding reached between CUCMS and UNIMUS in their recent discussions concerning the academic collaboration.



- E. It is The Parties' intention that this MOU shall have the basic terms set out below, subject to further negotiations with a view to having a definitive written academic collaboration agreement to be entered into between CUCMS and UNIMUS.

NOW THIS MEMORANDUM OF AGREEMENT RECORDS AS FOLLOWS:

1. TERM

Subject to the execution by CUCMS and UNIMUS of a formal definitive academic collaboration agreement for the proposed academic collaboration which shall contain the relevant terms hereinafter set out and such other terms and conditions to be agreed between The Parties, this MOU shall take effect from the date of execution of this MOU and shall be valid for a period of **Five (5) years** (hereinafter referred to as "**MOU Period**").

This MOU shall continue in force until the expiry of the MOU Period stated in Clause 1.1 above ("**MOU Expiry Date**") or the execution of formal definitive academic collaboration agreement between The Parties, whichever is the earlier. After the expiration of the MOU Period, this MOU may be extended or renewed for a further period to be agreed upon by The Parties.

2. PURPOSE and SCOPE of the MOU

- 2.1 The purpose of this MOU is to ensure a mutual understanding of key responsibilities of each Party to promote academic and non-academic exchanges of the following areas:

- 2.1.1 Development and conduct of academic and professional training programmes;
- 2.1.2 Exchange of technical know-how and advisory;
- 2.1.3 Exchange of academicians for the purposes of value-added study, training and research;
- 2.1.4 Exchange of students for the purposes of value-added study, learning and research;
- 2.1.5 Joint research and teaching activities;
- 2.1.6 Joint participation in course development and delivery; and
- 2.1.7 Other potential collaboration activities that benefit both countries in the areas of education, research and development (R&D), social and culture.

- 2.2 It is acknowledged that the collaboration between The Parties may be a continuously evolving process and that the terms of this MOU may be amended to reflect accordingly.

3. THE COOPERATION SCHEME

- 3.1 The Parties shall undertake to prepare detailed arrangements for the implementation and development of specific activities of the Programme within the framework of this MOU through meetings, exchanges of letters and other formal instruments. Each Party shall identify its area of activities and shall be responsible for coordinating the implementation of the said area of the

activities. Each Party shall assign a person to be in charge and be responsible for the implementation, negotiation and managing changes of the activities and maintaining compliance with this MOU.

3.2 The Parties shall consult each other upon request of either Party regarding any matter relating to or arising out of this MOU and shall at all times endeavour jointly in a spirit of cooperation and mutual trust to resolve any difficulties or misunderstanding which may arise. The Parties shall ensure that all the activities identified for implementation shall comply with all applicable laws in force, especially the laws of Malaysia and Indonesia.

3.3 The Parties hereby acknowledge that there may be costs and expenses arising under the terms and conditions of this MOU and the details of the expenses of each programme shall be mutually agreed based on the nature of the programme. Unless agreed otherwise in writing by the parties, each party shall bear its own costs and expenses with regards to any exchange programmes between CUCMS and UNIMUS.

4. CONFIDENTIALITY

4.1 Each of The Parties to this MOU shall at all times use its best endeavours to keep confidential (and to procure that its respective officers, employees, consultants and agents shall keep confidential) any confidential and Proprietary Information which any Party may acquire from the other Party and/or in relation to the academic collaboration or affairs of The Parties to this MOU and the receiving Party shall not use or disclose such information except with the prior written consent of disclosing Party or in accordance with the order of a court of competent jurisdiction or as required by any regulatory or governmental authority or has been or hereafter rightfully acquired by any Party hereof from fourth parties without any obligation to keep confidential.

4.2 The Parties to this MOU shall procure that each of its affiliates and associated companies shall use all reasonable endeavours to ensure that the officers, employees, agents and consultants of each of them observe a similar obligation of confidence in favour of the Parties to this MOU.

4.3 The obligations imposed upon either Party herein shall not apply to information which:

4.3.1 is in possession of the receiving Party at the time of disclosure as shown by the receiving Party's use or files and records prior to the time disclosure; or

4.3.2 prior or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any breach of this clause on Confidential Information; or

4.3.3 is approved by the disclosing Party, in writing, for release; or

4.3.4 is independently developed by the receiving Party; or

4.3.5 is disclosed pursuant to a requirement or request of a Government agency and law but only to the extent so ordered.

4.4 Nothing in this MOU is intended to grant any rights to the receiving Party under any patent or copyright, nor shall this MOU grant the receiving Party any rights in or to the originating Party's Confidential Information.

4.5 The provisions of this Clause 4 shall survive the termination of this MOU for any reason.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 The Parties acknowledge and agree that any and all patents, copyright, trade marks, trade names, designs (whether registered or not), trade secrets, Confidential Information and other intellectual property or proprietary rights ("Intellectual Property Rights") subsisting in all materials and documentation provided by either Party to the other Party under this MOU or which either Party has access to by virtue of this Agreement, are the exclusive property of each of the respective Parties and no such rights are in any way transferred to either Party during this MOU.

5.2 Either Party shall not, during or at any time after termination of this MOU, in any way claim, question or dispute the ownership of each of the respective Parties to any Intellectual Property Right referred to in Clause 5.1.

5.3 Third parties shall share all data and research findings, patent right, copyright and any other Intellectual Property Rights resulting from the cooperative efforts of both Parties subject to clause 5.1 and 5.2 above.

6. SPIRIT OF GOODWILL AND COOPERATION

6.1 The Parties enter into this MOU in a spirit of goodwill and cooperation and will undertake and meet the terms of the MOU in the same manner.

6.2 The Parties acknowledge that they shall, without delay and in good faith, endeavour jointly to relieve any difference arising out of or in connection with this MOU shall be amicably resolved by the Parties.

7. TERMINATION

7.1 During the validity of this MOU, either Party may mutually terminated by either Party by giving **three (3) months** prior written notice to the other Party. However, any program or activity that has been approved and in progress at the time of termination of this MOU shall continue to be carried out until its schedule completion, unless otherwise agreed upon in writing by both Parties.

7.2 The Parties may terminate this MOU by giving **three (3) months** written notice upon the occurrence of any one of the following events:

7.2.1 A major breach by either Party of the confidentiality obligations in Clause 5 and Intellectual Property Rights in Clause 6;

7.2.2 Either Party bringing the other into disrepute;

7.2.3 Irreconcilable differences that affect the spirit of goodwill and cooperation and material operation of services, particularly sharing of intellectual property; or

7.2.4 A series of minor breaches affecting trust and cooperation,

PROVIDED ALWAYS that the confidentiality obligations contained herein shall survive termination.

8. NO PARTNERSHIP

Nothing in this MOU shall create or be deemed to create, a partnership, joint venture or the relationship of principle and agent, between the Parties, joint venture or the relationship of principal and agent between the Parties.

9. AMENDMENT

Any amendment to this MOU shall only be effective if agreed by both Parties in writing and signed by both Parties.

10. NON-BINDING NATURE

This MOU represents the good faith and understanding of the Parties to proceed further with the proposed academic collaboration and each of the Parties shall do all things reasonably within its power which are necessary or desirable to give effect to the spirit and intent of this MOU.

This MOU will automatically expire on the MOU Expiry Date unless the definitive formal academic collaboration agreement has, in form mutually satisfactory to the Parties hereto, been executed between CUCMS and UNIMUS, or this MOU has been extended or renewed in writing by both Parties or earlier terminated.

Save and except for Clauses 4 and 5, this MOU is not legally binding upon the Parties. None of the Parties will be responsible or liable to the other Party on whatever legal grounds should negotiations between the Parties to enter into the definitive formal academic collaboration agreement fail save for any breach of Clause 4 and 5.

11. RETURN OF MATERIALS

Any materials or documents which have been furnished by the disclosing Party to the receiving Party shall be promptly returned, accompanied by all copies of such documentation within thirty (30) days upon termination of this MOU.

12. COSTS AND EXPENSES

If negotiations in respect of the transaction contemplated by this MOU prove abortive for any reason, each of the Parties shall be responsible for paying their own costs and expenses, and any work carried out by either Party under this MOU or otherwise shall be on an at risk basis and neither Party shall be entitled to any payment for, or reimbursement of, any loss of profit, loss of contracts or other cost, loss or expense.

13. NOTICES

Any notice to be given hereunder by either Party to the other may be sent by facsimile transmission, other electronic means and confirmed in writing or by first class recorded delivery paid post addressed to the address of the other Party as follows:

CUCMS: Deputy President
Academic & International Affair and Research & Commercialisation
Cyberjaya University College of Medical Sciences
No. 3410, Jalan Teknokrat 3, Cyber 4,
63000 Cyberjaya, Selangor Darul Ehsan, Malaysia
Tel No: +603 8313 7000
Fax No: +603 8313 7001
Attention: **Prof Dr Abdul Latiff Mohamed**

UNIMUS : Director Cooperation
Universitas Muhammadiyah Semarang
Jl. Kedungmundu Raya No. 18 Semarang, Indonesia
Tel No: +62 (024) 76740290
Fax No: +62 (024) 76740291
Attention: **Muhammad Yusuf, PhD**

Any such notice or other communication shall be deemed to have been served:

- if personally delivered, at the time of delivery;
- if posted, at the expiry of seven (7) working days from the date of being posted;
- if sent by facsimile message, at the time of transmission (if sent during normal business hours, which are 9:00 to 17:30 local time) in the place from which it was sent or (if not sent during such normal business hours) at the beginning of the next business day in the place from which it was sent.

-----The rest of the page is intentionally left blank-----

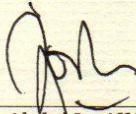
IN WITNESS TO THIS MEMORANDUM OF UNDERSTANDING WHEREOF the authorized representative of the parties hereunto affixes their signature.

For and on behalf of
**CYBERJAYA UNIVERSITY COLLEGE OF
MEDICAL SCIENCES, MALAYSIA**



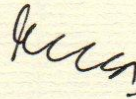
YBhg Prof Dato Dr Mohamad Abdul Razak
President / CEO

In the presence of



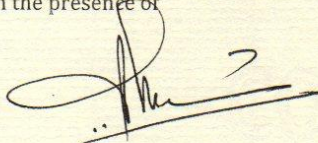
Prof Dr Abdul Latiff Mohamed,
Deputy President, Academics &
International Affairs and Research &
Commercialisation

For and on behalf of
**UNIVERSITAS MUHAMMADIYAH
SEMARANG, INDONESIA**



Prof Dr H. Masrukhi, M.Pd.
Rector

In the presence of



Dr HJ. Siti Moetmainnah Prihadi,
MARS, SpOG (K)
Dean Medical Faculty