

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MEMORANDUM") is made on 2020

BETWEEN

IMU EDUCATION SDN BHD (Company No. 237397-W), a company incorporated in Malaysia and having its principle office at No 126 Jalan Jalil Perkasa 19, Bukit Jalil, 57000, Kuala Lumpur, Malaysia;

hereinafter referred to as "IMU",

AND

UNIVERSITY OF MUHAMMADIYAH SEMARANG, INDONESIA having its principal office at JL Kedungmundu Raya No.18 Semarang, 50273 Indonesia;

hereinafter referred to as "UNIMUS".

WHEREAS:-

- A. IMU owns and manages a medical university known as International Medical University that offers various programmes, amongst others in the fields of medicine, dentistry, pharmacy and health sciences together with an active medical research centre (the "University").
- B. UNIMUS, for purposes of this Memorandum, is represented by its Faculty of Dentistry. UNIMUS was established in 1996 and currently offers 26 programmes, of which include programmes in the fields of medicine, dentistry and nursing.
- C. Both parties are desirous of mutual interest and co-operating with each other on various areas to the fullest mutual advantage of both parties and seek to record their preliminary understandings of the proposed cooperation between them.
- D. The parties acknowledge that it may be necessary to provide in writing or otherwise certain information that is non-public, confidential or proprietary in nature and confidential information which includes, but is not limited to, discoveries, ideas, concepts, designs, devices, drawings, materials, specifications, techniques, models, data, documents, processes, procedures, "know-how", improvements ("Confidential Information") throughout their cooperation as envisaged under this Memorandum.

NOW THIS MEMORANDUM WITNESSETH as follows:-

1. PRELIMINARY UNDERSTANDING

- 1.1 Each party to this Memorandum covenants and agrees to use, in good faith, its best endeavours to promote and develop the various interests of the parties to the fullest mutual advantage of the parties.
- 1.2 Without prejudice to the generality of clause 1.1, IMU (through the University) and UNIMUS have agreed to mutually co-operate in the following areas:-
 - 1.2.1 Exchange of information resources and publication;
 - 1.2.2 Joint scholarship programs;
 - 1.2.3 Cooperation in training programs of innovation and education;
 - 1.2.4 Academic and research collaborations through student mobility program, joint research and joint publication;
 - 1.2.5 Organising seminars, workshops, colloquiums and conferences together;
 - 1.2.6 Exchange of staff and students;
 - 1.2.7 Transfer and sharing of expertise and technology innovation and commercialisation of product; and

- 1.2.8 Visit cooperation by officials of both parties for the development of human capital mechanism.
- 1.3 The parties herein may from time to time agree on further areas of mutual co-operation.
- 1.4 Each party herein will appoint a coordinator for the implementation of agreed joint activities.

2. EFFECTS OF THIS MEMORANDUM

- 2.1 The preliminary understandings expressed in this Memorandum may be subject to, and conditional upon, the negotiation and execution of final and definitive contract(s) pertaining to the matters contemplated hereunder between the parties (the "Contract(s)").
- 2.2 The Contract(s) will provide for the particulars of the matters agreed herein including but not limited to the activities to be undertaken, specific roles of the parties, funding arrangements, responsibilities and liabilities provisions and other clauses customary to the nature of the Contract(s) to be entered.
- 2.3 The parties shall in good faith mutually negotiate on the Contract(s) and shall share and exchange any necessary information relevant to the intentions of the parties contemplated herein.

3. CONFIDENTIALITY

- 3.1 The parties herein shall keep confidential any information which they may acquire in the course of negotiations hereunder and on the Contract(s).
- 3.2 Each party hereby irrevocably undertakes that it shall use all reasonable endeavours to procure that all Confidential Information received pursuant to areas of co-operation envisaged under this Memorandum shall be handled and treated by the receiving party with the same degree of care which the receiving party uses to prevent the unauthorised use, dissemination, publication or disclosure of its own most valuable confidential and proprietary information and shall not be distributed, disclosed or disseminated in any way or form to any third party without the prior written consent of the disclosing party. Confidential Information shall not include any information which: (a) is known to the receiving party or is independently derived, as evidenced by its written records, prior to receipt thereof under this Memorandum or the Contract; (b) is disclosed to the receiving party by a third person after the full execution of the Memorandum and the Contract, and that third party has a legal right to make such disclosure; (c) is or becomes part of the public domain other than through breach of this Memorandum or the Contract by the receiving party; or (d) is required by law or court order or other governmental order or request to be disclosed. In the event either party is required by law or court order or other governmental order to disclose any Confidential Information of the other party, such party will provide prompt written notice (and in any case at least 5 business days' notice) of such request or requirement to the other party to allow that party to take whatever action it deems necessary to protect its Confidential Information to the extent possible. In addition, the party required to make such disclosure shall permit the other party to attempt to limit such disclosure by appropriate legal means.

4. DATA PROTECTION

- 4.1 Notwithstanding any other provision of this Memorandum, in performing its rights and obligations under this Memorandum, each party shall at all times comply with the applicable data protection law (if any).

5. EXPENSES

- 5.1 In the event that the Contract(s) are not brought into being, any out-of-pocket expenses incurred by the parties shall be respectively borne by the parties themselves.
- 5.2 Notwithstanding Clause 5.1 above, IMU and UNIMUS may from time to time mutually decide on reimbursements, and the mode of disbursements of such reimbursements, of any agreed expenses incurred by either party in performing its obligations pursuant to this Memorandum.

6. INTELLECTUAL PROPERTY

- 6.1 Each party shall be the owner of all and any existing Background Intellectual Property in existence at the date of this Memorandum. Background Intellectual Property shall mean, individually and collectively, all studies, findings, research, educational, teaching and study materials, inventions, improvements, and/or discoveries which were conceived and/or made prior to the commencement of this Memorandum.
- 6.2 The parties acknowledge that intellectual property may arise from this co-operation and agree that all rights and titles to intellectual property arising from research and development collaboration pursuant to this Memorandum shall be jointly owned by IMU and UNIMUS in proportions to be mutually agreed upon based upon each of the parties' contributions.

7. DURATION AND TERMINATION OF MEMORANDUM

- 7.1 The understanding in this Memorandum comes into force as of the date of this Memorandum and will continue for a period of five (5) years or until either party gives a written notice to the other of its intention to abandon the cooperation between the parties, or until superseded upon full execution of the Contract(s), whichever is the earliest. In the event either party gives a prior written notice to the other of its intention to abandon further negotiations or the cooperation, this Memorandum shall be terminated by either Party by giving to the other Party a written notice of not less than ninety (90) days prior to the effective date of termination and thereafter this Memorandum shall forthwith terminate with the exception that the confidentiality provisions set forth in Clause 3 hereinabove shall continue to legally bind the parties and shall survive in perpetuity.

8. GOVERNING LAW

- 8.1 All research and other activities conducted under this Memorandum must be conducted in accordance with the laws, rules, and regulations applicable to each institution. In the case of IMU, these are the laws, rules, and regulations of Malaysia. In the case of UNIMUS, these are the laws, rules, and regulations of India. The Parties shall further discuss and agree on mutual governing law(s) to apply to joint collaborations, activities and/ or co-operations to be provided under the Contracts.
- 8.2 This Memorandum is a non-contractual, non-binding statement of the Parties' with intent to engage in the exchange programs and activities outlined herein. This Memorandum is not binding or enforceable on either Party, and creates no legal imperatives or obligations. In no event shall either Party be liable to the other for any direct, indirect, consequential, special (including multiple or punitive), or incidental damages of any kind arising out from, and/or related to this Memorandum.

9. NO WAIVER OR AMENDMENT

- 9.1 This Memorandum and all provisions hereunder shall not be amended, changed or waived unless it is in writing and signed by both Parties.

10. SEVERABILITY

- 10.1 Should any provision hereof be deemed, for any reason whatsoever, to be invalid or inoperative, such provision shall be deemed severable and shall not affect the force and validity of other provisions of this Memorandum. To the fullest extent permitted by law, this Memorandum shall be construed as if the scope or duration of such provision had been more narrowly drafted so as not to be invalid or unenforceable.

11. FORCE MAJEURE

- 11.1 Neither party shall be responsible for delay or failure in performance under this Memorandum arising out of causes beyond its reasonable control. Such causes may include, but are not limited to, fires, terrorist acts, strikes, embargoes, acts of God, acts of regulatory agencies or national disasters.

12. ENTIRE UNDERSTANDING

12.1 The provisions herein and the annexures hereto constitute the entire understanding between the parties hereto and supersede all prior arrangements, oral or written, and all other communications between the parties. No term or condition contained in any document provided by one party to the other party prior to this Memorandum shall be deemed to amend, modify, or supersede or take precedence over the terms and conditions contained herein.

13. ASSIGNMENT

13.1 This Memorandum shall not be assigned by either party hereto without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Any such attempted assignment in the absence of the required consent shall be null and void.

14. Notices.

14.1 This Memorandum is independent of any previous memorandum of understanding between IMU and UNIMUS. Any notice to either institution hereunder must be in writing to be duly signed by the presenting institution, and will be deemed delivered through valid postal service address as follows:

<u>To IMU</u>	<u>To UNIMUS</u>
Vice Chancellor & CEO IMU Education Sdn Bhd 126, Jalan Jalil Perkasa 19, Bukit Jalil 57000 Kuala Lumpur, Malaysia PIC: Dean, School of Dentistry	Rector University of Muhammadiyah Semarang Jl. Kedung Mundu Raya No. 18 Semarang Indonesia PIC: Dean Dentistry Faculty and Dean Medical Faculty

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IN WITNESS WHEREOF the lawful authorised representative(s) of both parties have executed two copies of this Memorandum on this 2020.

SIGNED by
for and on behalf of
IMU EDUCATION SDN BHD
in the presence of:-

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PROFESSOR ABDUL AZIZ BABA
Vice Chancellor & CEO

SIGNED by
for and on behalf of
**UNIVERSITY OF MUHAMMADIYAH
SEMARANG**
in the presence of:-



.....
PROF DR MASRUKHI
Rector