



MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITI TEKNOLOGI PETRONAS

AND

**THE COUNCIL OF HIGHER EDUCATION
RESEARCH AND DEVELOPMENT OF
MUHAMMADIYAH**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the "MoU") is made and entered into this 26 day of March 2018

BETWEEN **UNIVERSITI TEKNOLOGI PETRONAS**, which is owned and managed by Institute of Technology PETRONAS Sdn. Bhd. (Company Number 352875-U) and established under the Private Higher Educational Institutions Act of Malaysia with its location at 32610 Bandar Seri Iskandar, Perak, Malaysia in this matter represented by **Prof. Dr. Mohamed Ibrahim Abdul Mutalib** in his capacity as Covering Vice Chancellor of Universiti Teknologi PETRONAS and Chief Executive Officer of Institute of Technology PETRONAS Sdn. Bhd., and therefore lawfully acting for and on behalf of Universiti Teknologi PETRONAS and Institute of Technology PETRONAS Sdn. Bhd. (hereinafter referred to as "**UTP**").

AND **THE COUNCIL OF HIGHER EDUCATION RESEARCH AND DEVELOPMENT OF MUHAMMADIYAH**, which operates under the Central Board of Muhammadiyah (established under Gouvernement besluit number 81 dated 22 August 1914) with its registered address at Jalan KHA Dahlan 103 Yogyakarta 55262, Indonesia in this matter represented by **Prof. Lincoln Arsyad, M.Sc., Ph.D.** in his capacity as Chairman and therefore lawfully acting for and on behalf of The Council of Higher Education Research and Development of Muhammadiyah (hereinafter referred to as "**MUHAMMADIYAH**").

Both UTP and MUHAMMADIYAH shall be collectively referred to hereinafter as the "Parties" and individually as the "Party".

WHEREAS the Parties are seeking to improve understanding between their respective academic institutions have agreed to enter into this MoU as a first step towards achieving these shared goals.

NOW THEREFORE, the Parties hereby agree as follows:

1. SCOPE OF THE COLLABORATION

- 1.1 The Parties shall, at their discretion hereto, collaborate in:
 - 1.1.1 Student Mobility Program
 - 1.1.2 Research Attachment Program
 - 1.1.3 Staff Development program
 - 1.1.4 Joint Research and Collaboration which shall include but not limited to sharing of facilities and information, and publication of research outcomes
 - 1.1.5 Visiting and Adjunct Lecturer and Professor Program
 - 1.1.6 Any other areas that the Parties deem mutually beneficial

In the event the Parties mutually agree to pursue a particular activity in the abovementioned areas, a separate written document shall be entered into to detail out the roles and obligations of the Parties.

- 1.2 Each Party shall use all means reasonably available to it subject to ordinary budgetary and financial constraints so as to ensure successful implementation of the Collaboration and the Parties shall use their best endeavour to collaborate in good faith to the best interest of all Parties.

2. CONFIDENTIALITY

- 2.1. The Parties agree that the Collaboration may involve the disclosure of certain confidential information of the Parties respectively. For the purpose of this MoU, the term "Confidential Information" refers to any and all information including but not limited to information pertaining to curriculum, courses, syllabus, teaching materials, research activities and technical information made available by a Party ("Disclosing Party") to the other Party ("Receiving Party") during the course of the Collaboration. All "Confidential Information" shall be marked or identified as "CONFIDENTIAL" in writing and in a conspicuous manner at the time it is disclosed to the Receiving Party.
- 2.2. The Receiving Party hereby covenants to keep in strict confidence all Confidential Information and undertakes not to divulge or disclose the Confidential Information to any third party without specific written permission of the Disclosing Party. The confidentiality obligations hereunder shall not apply to the Confidential Information which:-
 - a. is or has become obsolete or is already in the public domain without any breach of the provisions in Clause 2 herein;
 - b. is already in the possession of the Party prior to the execution of this MoU;
 - c. is independently developed or obtained by the Party;
 - d. is obtained by the Party from any third party without confidentiality obligations; or
 - e. a court of competent jurisdiction orders to disclose.
- 2.3. The provision of this Clause 2 shall survive the expiry or termination of this MoU for a period of three (3) years.

3. INTELLECTUAL PROPERTY

- 3.1. For the purpose of this MoU, Intellectual Property Rights shall include all data, specifications, materials, research activities and technical information solutions, drawings, know-how and technical information developed, obtained, created, written, prepared or discovered, whether patentable or not, arising from the Collaboration or otherwise brought into existence pursuant to this MoU.

Specifically:

- a. Background Intellectual Property Rights shall include any Intellectual Property Rights that are possessed by each Party prior to the commencement of this MoU and/or developed independently by the Parties. Any Background Intellectual Property Rights that are made available as between the Parties for the performance of the Collaboration shall remain the separate property of the Party making such Background Intellectual Property Rights available, and nothing in this MoU shall be construed to grant any implied license to the other Party to use such Background Intellectual Property Rights other than in performance of this Collaboration.
- b. Foreground Intellectual Property Rights shall include any Intellectual Property Rights that arise, or are obtained or developed, created, written, prepared and discovered jointly by the Parties, arising or otherwise brought into existence pursuant to this Collaboration.

3.2. The ownership of all Foreground Intellectual Property Rights arising out of the Collaboration shall be expressly subject to a Joint Development Agreement to be mutually agreed by the Parties.

4. DURATION, TERMINATION AND WITHDRAWAL

4.1. Duration

- (i) This MoU shall come into effect upon signing by the Parties and remain in force for a period of five (5) years. The Parties may, by a three (3) month written notice to the other before expiry of the MoU, apply to extend this MoU on mutually agreed terms failing which this MoU shall lapse and shall be of no further effect and neither Party shall have any further claims against the other thereafter.
- (ii) Without prejudice to the provisions in (i) above, the Parties may in the course of implementation of the terms of this MoU, execute a formal Collaboration Agreement or any other such written agreements in respect of any developments and/or expansion to the scope of the collaboration arising from the MoU.

4.2 Termination and Withdrawal from the MoU

- (i) Either Party may terminate or withdraw from this MoU for any reason whatsoever by providing to the other Party a three (3) month written notice of its intention to terminate or withdraw from this MoU.
- (ii) Upon termination of this MoU, neither Party shall be liable to the other in respect of any claims, damages, costs or expenses of any nature except for those rights arising from Clause 2 herein before provided.

5. COST AND EXPENSES

5.1. Each Party shall bear its own costs and expenses incurred in preparing, executing and implementing the collaboration under this MoU.

5.2. Each Party shall bear its own solicitor's costs in the preparation and stamping of this MoU.

6. DISCLAIMER

Each Party shall be solely responsible for its own acts and omissions (and the acts and omissions of its directors, employees, consultants and other agents) and no Party shall have the authority nor shall it purport to act for, or legally bind, the other Party in a transaction with a third party except as authorised in writing by the Parties.

7. RELATIONSHIP OF THE PARTIES

Nothing contained in this MoU shall be construed as establishing or creating between the Parties a relationship of master-and-servant or of principal-and-agent. The relationship between the Parties shall be that between equal independent contractors.

8. NON-BINDING OBLIGATIONS

8.1. The Parties do hereby agree, declare, covenant and undertake that this MoU outlines the understanding between the Parties with regard to the subject matter herein and may be subject to change or variation at the absolute discretion of the Parties herein, in the course of implementation of the collaboration, provided always that such discretion is exercised only upon mutual consent of the Parties.

8.2. The Parties do further hereby agree, declare, covenant and undertake that except where it is specifically provided herein, the MoU is not intended to create any legal obligations and shall not be legally binding on the Parties hereto.

9. MISCELLANEOUS

9.1. The official language to be used for execution and cooperation under this MoU shall be English.

9.2. Any amendment or modification to this MoU shall be made upon mutual consent of the Parties vide a written notice executed by the duly authorised representative(s) of each Party hereto.

- 9.3. A waiver of any of the rights or remedies available to any Party hereto shall not be valid and effective unless expressed in writing and executed by the duly authorised representative(s) of the Party. Such a waiver by any of the parties hereto shall not be construed as a waiver in respect of any other breach, antecedent or future.
- 9.4. This MoU may be extended to and may be used by all Muhammadiyah and Aisyiah Higher Education Institutions through separate written agreements to be negotiated and agreed upon by the respective Muhammadiyah or Aisyiah Higher Education Institution and UTP.
- 9.5. The following Muhammadiyah Higher Education Institutions are assigned to ensure successful implementation of the collaboration with UTP:
- (i) Universitas Muhammadiyah Purwokerto
 - (ii) Universitas Muhammadiyah Malang
 - (iii) Universitas Muhammadiyah Yogyakarta
 - (iv) Universitas Muhammadiyah Jakarta
 - (v) Universitas Muhammadiyah Prof Dr Hamka
 - (vi) Universitas Muhammadiyah Semarang
 - (vii) Universitas Muhammadiyah Surakarta
 - (viii) Universitas Muhammadiyah Makassar
 - (ix) Universitas Muhammadiyah Surabaya
 - (x) Universitas Ahmad Dahlan
- 9.6. Each Party shall be solely responsible for their respective tax implications (if any) arising out of the performance of the terms and conditions of this MoU.

10. NOTICES

Every notice, request or any other communication required or permitted to be given pursuant to this MoU shall be in writing, in English and shall be addressed to the appropriate office as is designated in writing hereinafter:

UNIVERSITI TEKNOLOGI PETRONAS

Strategic Alliance Office

Address : Universiti Teknologi Petronas,
32610 Bandar Seri Iskandar
Perak Darul Ridzuan, Malaysia

Phone/Fax : +60 5368 8181

E-mail : fawnizu@utp.edu.my

Attention to : Director, Strategic Alliance Office

THE COUNCIL OF HIGHER EDUCATION RESEARCH AND DEVELOPMENT OF MUHAMMADIYAH

Address : Jalan KHA Dahlan 103
Yogyakarta 55262, Indonesia
Phone/Fax : +62 274 376336/+62 274 389485
E-mail : endang.umj@gmail.com, santhyhawanti.ump@gmail.com
Attention : Chairman, International Office Association of Muhammadiyah Higher Education Institutions

[End of Clauses]

IN WITNESS THEREOF, the Parties have caused this MoU to be executed by their duly authorized representatives.

For and on behalf of
THE COUNCIL OF HIGHER EDUCATION RESEARCH AND DEVELOPMENT OF MUHAMMADIYAH



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Prof. Lincolin Arsyad, M.Sc., Ph.D.
Chairman
Date: 28 March 2018

For and on behalf of
UNIVERSITI TEKNOLOGI PETRONAS



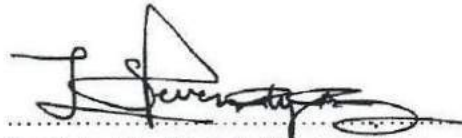
.....
Prof. Dr. Mohamed Ibrahim A Mutalib
Covering Vice Chancellor and CEO
Date: 28 March 2018

in the presence of



.....
Prof. Dr. Edy Suandi Hamid, M.Ec.
Vice Chairman

in the presence of



.....
Prof. Ir. Dr. Mohd. Shahir Liew
Deputy Vice Chancellor Research and Innovation

For and on behalf of
UNIVERSITAS MUHAMMADIYAH PURWOKERTO



.....
Dr. H. Syamsuhadi Irsyad, M.H.
Rector

For and on behalf of
UNIVERSITAS MUHAMMADIYAH MALANG



.....
Drs. H. Fauzan, M.Pd.
Rector

For and on behalf of
**UNIVERSITAS MUHAMMADIYAH
YOGYAKARTA**



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

For and on behalf of
**UNIVERSITAS MUHAMMADIYAH
PROF DR HAMKA**



.....
Prof. Dr. Suyatno, M.Pd.
Rector

For and on behalf of
**UNIVERSITAS MUHAMMADIYAH
SURAKARTA**



.....
Dr. Sofyan Anif, M.Si.
Rector

For and on behalf of
**UNIVERSITAS MUHAMMADIYAH
SURABAYA**




.....
Dr. dr. Sukadiono, M.M.
Rector

For and on behalf of
**UNIVERSITAS MUHAMMADIYAH
JAKARTA**



.....
Prof. Dr. Syaiful Bakhri, M.H.
Rector

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



.....
Prof. Dr. Masrukhi, M.Pd.
Rector

For and on behalf of
**UNIVERSITAS MUHAMMADIYAH
MAKASSAR**



.....
Dr. H. Abd. Rahman Rahim, M.M.
Rector

For and on behalf of
UNIVERSITAS AHMAD DAHLAN



.....
Dr. Kasiyarno, M.Hum.
Rector