

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**UNIVERSITI PENDIDIKAN SULTAN IDRIS**

**AND**

**UNIVERSITAS NEGERI YOGYAKARTA, INDONESIA**

THIS MEMORANDUM OF UNDERSTANDING is made this            day of            , 2018.

**BETWEEN**

**UNIVERSITI PENDIDIKAN SULTAN IDRIS** (hereinafter referred to as “**UPSI**”), an institution of higher learning established under the Universities and University Colleges Act 1971 whose address is at 35900 Tanjong Malim, Perak Darul Ridzuan, Malaysia and shall include its lawful representatives and permitted assigns;

**AND**

**UNIVERSITAS NEGERI YOGYAKARTA** (hereinafter referred to as “**UNY**”) an institution of higher learning whose address is at Universitas Negeri Yogyakarta, Jalan Colombo No. 1, Yogyakarta, Daerah Istimewa Yogyakarta 55281, Indonesia and shall include its lawful representatives and permitted assigns.

**UPSI** and **UNY** hereinafter referred to collectively as the “Parties” and singularly as the “Party”.

**WHEREAS:-**

- A. **UPSI** is an established University which strives to enhance and strengthen its teaching, learning and research capabilities and has taken various initiatives to complement its educational excellence and has entered into various collaborative arrangements with other parties to enhance reputation.
- B. **UNY** 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 into this Memorandum of Understanding 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 Memorandum of Understanding 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 disciplines and institutional linkage for education co-operation between the Parties on the basis of equality and mutual benefit.

**ARTICLE II**  
**AREAS OF CO-OPERATION**

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 step to encourage and promote co-operation in the following areas:
  - (a) movement of students between the two institutions at both the undergraduate and graduate level either for short-term academic visit or for an academic degree;
  - (b) movement of faculty, scholars and staff between the two institutions for the purposes of teaching courses, research collaboration, and exchange;
  - (c) development of joint curriculum which will meet each institution's requirements for an academic degree both at the undergraduate level and the graduate level so that students from one institution can earn two degrees, each from one institution;
  - (d) research collaboration in the fields with mutual interest between research staff, professors, departments, and schools of both institutions, including but not limited to the establishment of joint research centers, joint application for research funds, joint implementation of research projects, joint publication of academic papers, and jointly organizing international conferences and seminars on mutually agreed research topics;
  - (e) exchange and sharing of teaching and academic materials, publications, reference and other pertinent information;
  - (f) any other areas of co-operation to be mutually agreed upon by the Parties.

2. The details of any specific joint activities arising as a result of further discussions pursuant to this Memorandum of Understanding will be set forth in an Agreement, the terms of which are to be agreed upon by the parties hereto and to be signed at the relevant time by the Parties.
3. The Parties will each identify a person ("the Coordinator") who will be responsible for the implementation of the co-operative programme under this Memorandum of Understanding.

**ARTICLE III**  
**FINANCIAL ARRANGEMENTS**

1. This Memorandum of Understanding will not give rise to any financial obligation by one Party to another.
2. Each Party will bear its own cost and expenses in relation to this Memorandum of Understanding.

**ARTICLE IV**  
**EFFECT OF MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding 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 any legally binding or enforceable obligations, express or implied.

**ARTICLE V**  
**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 VI**  
**ENTRY INTO EFFECT AND DURATION**

1. This Memorandum of Understanding will come into effect on the date of signing and will remain in effect for a period of **three (3)** years.
2. This Memorandum of Understanding may be extended for a further period as may be agreed in writing by the Parties.
3. This Memorandum of Understanding may be terminated prior to the expiry date by mutual agreement between both Parties, subject to at least **one (1)** month's prior written notice.

**ARTICLE VII**  
**VARIATION AND AMENDMENTS**

The terms stipulated in this Memorandum of Understanding cannot be altered, changed or otherwise modified unless mutually agreed to by the Parties in writing.

**ARTICLE VIII**  
**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 Understanding which suspension shall take effect immediately after notification has been given to the other Party through diplomatic channels.

**ARTICLE IX**  
**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 Understanding 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.

**ARTICLE X**  
**NOTICES**

Any communication under this Memorandum of Understanding 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 UPSI or UNY 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 UPSI** : Deputy Director of International and Mobility Centre  
Universiti Pendidikan Sultan Idris,  
35900 Tanjong Malim,  
Perak Darul Ridzuan, Malaysia.

Attention : Dr. Raja Farhana binti Raja Khairuddin  
Telephone No : +605-450 6226  
Facsimile No : +605-459 8134  
Email address : [rfrk@fsmt.upsi.edu.my](mailto:rfrk@fsmt.upsi.edu.my)

**To UNY** : Director, Office of International Affairs and Partnerships  
Jalan Colombo No. 1, Yogyakarta, Daerah Istimewa  
Yogyakarta 55281, Indonesia

Attention : Adi Cilik Pierewan, Ph.D.  
Telephone No : +62 274 520324  
Fax : +62 274 520324  
Email : [international.office@uny.ac.id](mailto:international.office@uny.ac.id)

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IN WITNESS WHEREOF THE UNDERSIGNED, being duly authorized by their respective organizations, sign this MOU on the date as above written:

SIGNED BY

For and on behalf of

UNIVERSITI PENDIDIKAN SULTAN IDRIS



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**PROF. DATO' DR. MOHAMMAD SHATAR  
BIN SABRAN**

Vice Chancellor

SIGNED BY

For and on behalf of

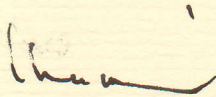
UNIVERSITAS NEGERI YOGYAKARTA



.....  
**PROF. DR. SUTRISNA WIBAWA**

Rector

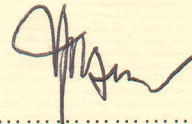
In the presence of:



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**DR. HAJAH ZAINAB BINTI OTHMAN**

Registrar

In the presence of:



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**PROF. AVAT SUDRAJAT**

Dean Faculty of Social Sciences