



## MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITAS MUHAMMADIYAH PALEMBANG, INDONESIA

AND

SANGKHOM ISLAM WITTAYA SCHOOL, THAILAND

This Memorandum of Understanding (hereinafter referred to as MoU) is made on this 1<sup>st</sup> day of August 2022

between

UNIVERSITAS MUHAMMADIYA PALEMBANG, INDONESIA (hereinafter referred to as “UMPalembang”), a private university established under Central Board of Muhammadiyah located at JALAN JENDERAL AHMAD YANI 13 ULU PALEMBANG, SUMATERA SELATAN, INDONESIA and shall include its lawful representatives and permitted assigns of the first part (hereinafter be referred to singularly as ‘party’ and jointly as the ‘parties’).

and

SANGKHOM ISLAM WITTAYA SCHOOL, THAILAND (hereinafter referred to as “SIW”), a school which is located 93/2 Moo 1 Samnuktaew Sub-district, Sadao District, Songkhla Thailand 90120, on the other part;

**RECOGNIZING** the existing friendly relations between the parties

**DESIRING** to strengthen and further develop co-operation between the parties in the field of education.

**BELIEVING** to such cooperation would serve their common interests;

**NOW THEREFORE PURSUANT THERE TO**, the parties hereby agree as follows;

### 1. SCOPE AND FIELDS ACADEMIA COOPERATIONS

1.1 The Parties, hereby agree to implement within the framework of the rules and regulations applicable in each of the institutions and subject to available of funds and resources, the following programmes and activities, which many include, but not limited to:

- (a) International community service program for UMP students is collaboration with SIW;
- (b) Students and/or academic and administrative staff exchanges;
- (c) Collaborative professional development;
- (d) Exchange of publication, reports and other academic materials and information; and
- (e) Other activities and programmes in areas of mutual interest, benefiting both parties.

- 1.2 It is agreed that the terms and conditions of any agreed programme and activity contemplated in this MoU shall be the subject matter of separate agreements to be negotiated and agreed upon by the Parties and/or third parties, whenever applicable, provided always the decision either to initiate and/or implement or activity shall be at the sole discretion of each part.
- 1.3 The Parties agreed to designate, on behalf of each institution, a coordinator whose responsibility will be to supervise the execution of this MoU and to draw up programmes or activities to be implemented under this MoU, setting out specific provisions concerning the exchange programmes, budgeted requirements and details of funding. For this purpose, the coordinator for SIW is the School Principal and for UMP is the Rector.

## **2. FINANCIAL ARRANGEMENTS**

- 2.1 The Parties acknowledge that in the absence of any specific agreement in writing to the contrary, each Party will be responsible for its own costs and expenses in establishing and conducting programmes and activities contemplated under this MoU, including its own costs expense in travel and accommodation

## **3. NON-CONTRACTUAL NATURE OF RELATIONSHIP**

- 3.1 This MoU serves only as a record of the Parties' intentions and does not constitute or create, and is not intended to constitute or to 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.

## **4. PROTECTION OF INTEECTUAL PROPERTY RIGHTS**

- 4.1 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.
- 4.2 The use of the name, logo and/or official emblem of any of the Parties on any publications, documents and/or paper is prohibited without the prior written approval of either Party.
- 4.3 Notwithstanding anything in paragraph 1 above, the intellectual property rights in respect of any technological development and any products and service development carried out-
  - (a) 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
  - (b) solely and separately by the Party or the research result obtained through the sole and separate effort of the Party, shall be solely owned by the Party concerned.

## **5. CONFIDENTIALITY**

- 5.1 The Parties agree and undertake to keep confidential at all times any information or data that may be exchanged, acquired or shared in connection with any programs and activity conducted pursuant to this MoU save where the same is already in public domain.

5.2 The Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this MoU.

## **6. DURATION AND TERMINATION SUSPENSIO**

6.1 This MoU shall take affect on and from the date of execution of this MoU for a period of five (5) years and may be extended for such further period as may be agreed by the Parties in writing.

6.2 Notwithstanding clause 5.1, this MoU may be terminated by either party giving written notice to the other at least six (6) months prior to the proposed date of termination.

6.3 Notwithstanding clause 5.1, the provision of this MoU or any other written agreement in respect of any on-going exchange programs shall continue to apply until their completion unless both parties mutually agree in writing to the earlier termination of the programs of cooperative activity.

## **7. SETTELMENT OF DISPUTES**

7.1 Any difference or dispute between the Parties concerning to interpretation and/or implementation and/or application of any of the provisions of this MoU shall be settled amicably through mutual consultation and/or negotiation between the Parties, without reference to any third party or international tribunal.

## **8. NOTICES**

8.1 Every notice, request or any other communication required or permitted to be given pursuant to this MoU shall be in writing and in the English and delivered personally or sent by registered or certified post or via air mail or by courier or facsimile or by e-mail (which shall be acknowledged by the other Party) to the Parties at the address and facsimile number stated below;

If to UMP : RECTOR  
UNIVERSITAS MUHAMMADIYAH PALEMBANG  
Jalan. Jenderal Ahmad Yani 13 Ulu Palembang, Sumatera Selatan  
INDONESIA

If to SIW : SCHOOL PRINCIPAL  
SANGKHOM ISLAM WITTAYA SCHOOL, THAILAND  
93/2 Moo 1 Samnuktaew Sub-district, Sadao District,  
Songkhla 90120

## **9. MISCELLANEOUS**

9.1 This MoU may be modified, varied or amended at any time after due consultation and with written agreement of both Parties.

9.2 The Parties acknowledge that all visits or exchange of staff, students or administrator will be subjected to compliance with the entry and visa regulations of the Party's respective countries and the Party's requirement with respect to staff and student visits.

**IN WITNESS WHEREOF**, the undersign, being duly authorised by their respective organization, sign this MoU on the date as above written.

Sign by,  
for and on behalf of the  
**UNIVERSITAS MUHAMMADIYAH  
PALEMBANG**

**Dr. Abid Djazuli, S.E., M.M.**  
Rector

Sign by,  
for and on behalf of the  
**SANGKHOM ISLAM WITTAYA  
SCHOOL, THAILAND**

**Mr. Taleb Kayem**  
Principal



Date: August 1<sup>st</sup>, 2022