



MEMORANDUM OF UNDERSTANDING

BETWEEN

SULTAN AZLAN SHAH UNIVERSITY

AND

UNIVERSITAS RIAU

(ON 21ST NOVEMBER 2017)

THIS MEMORANDUM OF UNDERSTANDING is made 21st November 2017.

BETWEEN

SULTAN AZLAN SHAH UNIVERSITY (hereinafter referred to as "**USAS**"), an institution of higher learning established under the Private Higher Educational Institutions Act 1996 [*Act 555*] whose address is at Bukit Chandan, 33000 Bandar Diraja Kuala Kangsar, Perak Darul Ridzuan, Malaysia and shall include its lawful representatives and permitted assigns on the one part.

AND

UNIVERSITAS RIAU (hereinafter referred to as "**UR**"), is an institution of higher learning established under of the Foundation Decree of Universitas Riau No.02/KPTD/JUR/62 on September 25th, 1962 and shall include its lawful representatives and permitted assigns of the other part.

[**UR** and **USAS** hereinafter referred to singularly as "the party" and collectively as "the Parties"]

WHEREAS

- A. USAS is a university administered in accordance with the philosophy and concepts of "*Rahmatan Lil 'Alamiir*" (blessings to the whole world) in all fields of knowledge, research, publication and innovation of the University and strengthening its capabilities in academic, research, community service and internationalization by taking various initiatives cooperation with institutions and organizations to strengthen the excellence of higher education in the country and bring benefits to contemporary society and globalization in accordance with the "Pelan Strategik Pengajian Tinggi Negara".

- B. Universitas Riau is an institution of higher learning established under of the Foundation Decree of Universitas Riau No.02/KPTD/JUR/62 on September 25th, 1962, in accordance with UR vision become a prestigious research university with the excellences in science and technology in the region of South East Asia by the year of 2035
- 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.
- D. This Memorandum of Understanding sets out below the general framework and intentions of the Parties for the collaboration and for the facilitation of further definitive agreement(s).
- E. In achieving the objectives of this Memorandum of Understanding, the Parties will work on the basis of reciprocity within the parameters of their respective laws, constitution, regulations and/or policies.

THE PARTIES HAVE REACHED AN UNDERSTANDING as follows :

ARTICLE I

OBJECTIVE OF THE MEMORANDUM OF UNDERSTANDING

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, will endeavour to strengthen, promote and develop cooperation between Parties on the basis of equality and mutual benefit.

ARTICLE II
SCOPE AND 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 steps to encourage and promote cooperation in the following areas :
 - (a) to provide joint education programs of mutual interest on such provisions to be decided upon mutually in writing between the Participants.;
 - (b) jointly initiate the research and development projects of mutual interest;
 - (c) jointly initiate the workshop and training programs of mutual interest;
 - (d) Exchange of students and academic member;
 - (e) to assist each other in the exchange of publication including the reasonable supply of relevant materials and use of equipment required for research; and
 - (f) Any other areas of co-operation to be mutually agreed upon by the Parties.

2. For the purpose of implementing the co-operation in respect of any areas stated in paragraph 1, the Parties will enter into a legally binding agreement subject to terms and conditions as mutually agreed upon by the Parties including clauses on "confidentiality", "suspension", protection of intellectual property rights" and "settlement of dispute" as contained in Annexure A of 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 the other.
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 or create 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 organization 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 Two (2) years.

2. This Memorandum of Understanding may be extended for a further period as may be agreed in writing by the Parties.

ARTICLE VII
AMENDMENT

The terms stipulated in this Memorandum of Understanding shall not be amended, altered, changed or otherwise modified without the mutual consent of the Parties and such amendments, alterations, changes and modifications shall be made in writing, signed by the Parties hereto and will come into effect on such date as may be determined by the Parties.

ARTICLE VIII
NOTICES

Any communication under this Memorandum of Understanding will be in writing in English language and delivered by registered mail to the address or sent to the electronic mail address or facsimile number of UR or USAS , 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 USAS : VICE CHANCELLOR
Sultan Azlan Shah University
Bukit Chandan, 33000 Bandar Diraja Kuala Kangsar,
Perak Darul Ridzuan.
(PTJ : Office of Deputy Vice Chancellor
Academic and Student Affairs)
Telephone : +605-773 2323

Faksimile : +605-773 2307

E-mail : tnc.ahep@usas.edu.my

To UR

:

RECTOR

Universitas Riau

Kampus Bina Widya Km 12,5 Simpang Baru Pekanbaru

28293 – Indonesia

Telephone : (+62 761) 63266

Faksimile : (+62 761) 63279

E-mail : ur.internationaloffice@unri.ac.id /

ur.internationaloffice@gmail.com

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The foregoing record represents the understandings reached between Sultan Azlan Shah University and Universitas Riau upon the matters referred to therein.

SIGNED IN DUPLICATE on the day and year first above written by the authorised signatories on behalf of the Parties.

Signed for and on behalf of :

SULTAN AZLAN SHAH UNIVERSITY



TAN SRI PROF. DR NORDIN BIN KARDI

Vice Chancellor

In the presence of :



PROF. DATO' DR WAN SABRI BIN WAN YUSOF

Deputy Vice Chancellor
Academic and Student Affairs

Signed for and on behalf of ;

UNIVERSITAS RIAU



PROF. DR. ARAS MULYADI, DEA

Rector

In the presence of :



PROF. DR. MASHADI, M.Si

Vice Rector of Planning, Cooperation and
Information System