



MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITI SELANGOR, MALAYSIA

AND

UNIVERSITAS RIAU, INDONESIA

IN WITNESS WHEREOF, the undersigned being duly authorised thereto, have signed this Memorandum of Understanding.

Signed on 23th Augustus 2024 in TWO (2) original texts written in English.

Signed by
for and on behalf of the
**UNIVERSITI
SELANGOR**



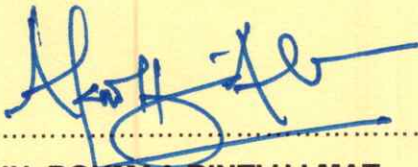
.....
**PROF. DATO' DR. MOHAMMAD REDZUAN
BIN OTHMAN**
President & Vice Chancellor

Signed by
for and on behalf of the
**UNIVERSITAS
RIAU**



.....
PROF. Dr. SRI INDARTI, SE., M.SI
Rector

In the presence of:



.....
HJH. ROKMAA BINTI HJ MAT
Registrar

In the presence of:



.....
Dr. Ir. Sofyan Husein Siregar, M.Phil
Vice Rector for Planning, Cooperation and
Information System

THE LIST OF ACTIVITIES BETWEEN UNIVERSITI SELANGOR AND UNIVERSITAS RIAU

TERMS OF CO-OPERATION

The terms of co-operation for each specific activity implemented under this Memorandum of Understanding shall be mutually discussed and agreed upon by both parties prior to the initiation of that activity.

The lists of activities are not exhaustive and may be added from time to time with the mutual agreement of the Parties.

- 1. INBOUND MOBILITY PROGRAMS**
- 2. OUTBOUND MOBILITY PROGRAMS**
- 3. PUBLIC LECTURES**
- 4. JOINT RESEARCH AND PUBLICATIONS**
- 5. JOINT SEMINARS/CONFERENCES/WORKSHOPS**

MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITI SELANGOR, MALAYSIA

AND

UNIVERSITAS RIAU, INDONESIA

ON 19th Augustus 2024

UNIVERSITI SELANGOR (hereinafter referred to as "UNISEL"), an institution of private higher learning established under the Private Higher Educational Institutions Act, 1996 which is wholly owned by Selangor State Government and managed through PENDIDIKAN INDUSTRI YS SDN BHD (Company No. [483121-H]) and whose address is at JALAN ZIRKON A7/A, SECTION 7, 40000 SHAH ALAM, SELANGOR DARUL EHSAN, MALAYSIA and shall include its lawful representatives and permitted assigns of the one part; and

UNIVERSITAS RIAU (hereinafter referred to as "UNRI"), an institution of higher learning established under the Foundation Decree of Riau University No.02 / KPTS / JUR / 62 on September 25th, 1962, with its business address at Kampus Bina Widya Km. 12,5 Simpang Baru, Pekanbaru, Riau 28293 and shall include its lawful representatives and permitted assigns;

(hereinafter referred to singularly as "the Party" and collectively as "the Parties"),

WHEREAS

- A. UNIVERSITI SELANGOR is an established private higher education strives to enhance and strengthen its academic and research excellence. In taking various initiatives to enhance its academic and research capabilities, UNISEL has established strategic collaborations with various organisations. UNISEL through its faculties, institutes and centres offers undergraduates and postgraduate courses in various fields. UNISEL for the purpose of this Memorandum of Understanding is being represented by its centre or faculty.
- B. UNRI stands proudly as one of the leading research universities in Indonesia, driven by a strategic vision to emerge as a regional leader in academic and research excellence. Committed to advancing its academic and research capacities, UNRI has fostered collaborations with diverse organizations. Through its faculties and institutes, UNRI offers a spectrum of undergraduate, and postgraduate courses across various disciplines.
- C. The Parties shall at all times for the common benefit of the Parties agree to use their best endeavour to ensure the success of this Memorandum of Understanding.

- D. 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.

THE PARTIES HAVE REACHED AN UNDERSTANDING as follows:

ARTICLE 1
OBJECTIVE

- 1.1 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 the co-operation between the Parties on the basis of equality and mutual benefit.
- 1.2 Each Party will endeavour to take necessary steps to encourage and develop academic exchange in the area of education and research, and have agreed upon the following activities attached in **Appendix A** of this Memorandum of Understanding.
- 1.3 The Parties agree that the list of activities attached in Appendix A and the list of faculties involved under the implementation of this Memorandum of Understanding may be added from time to time with the mutual agreement of the Parties.

ARTICLE 2
IMPLEMENTATION AND ADMINISTRATIVE COORDINATORS

The Parties agree to appoint from each Party an overall Administrative Coordinator for the administration of this Memorandum of Understanding. The Coordinators will serve as the contact person on campus, being responsible of implementing the decisions and ensuring that necessary approvals are in place, and overseeing the productive stay of the visiting students/experts and arrangements associated with their visits.

ARTICLE 3
FINANCIAL ARRANGEMENTS

- 3.1 This Memorandum of Understanding will not give rise to any financial obligation by one Party to the other and each Party will bear its own cost and expenses in relation to the academic activities under this Memorandum of Understanding.
- 3.2 Notwithstanding the provision of sub-article 3.1, the Parties agree to discuss and further negotiate before implementing any specific academic or research program(s) on specific budget.
- 3.3 Any intellectual property developed on collaborative research conducted under this Memorandum of Understanding or any contracts pertaining to fee for services rendered will be addressed on a case-by-case basis under separate agreements.

ARTICLE 4
PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

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.
2. The use of the name, logo and/ or official emblem of any of the Parties on any publication, document and/ or paper is prohibited without the prior written approval of either Party.
3. Notwithstanding anything in paragraph 1 above, the intellectual property rights in respect of any technological development, products and services development, carried out-
 - (i) 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
 - (ii) solely and separately by the Party or the research results obtained through the sole and separate effort of the Party, shall be solely owned by the Party concerned.

ARTICLE 5
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 6
REVISION, MODIFICATION AND AMENDMENT

- 6.1 Either Party may request in writing a revision, modification or amendment of all or any part of this Memorandum of Understanding.
- 6.2 Any revision, modification or amendment agreed to by the Parties shall be in writing and shall form part of this Memorandum of Understanding.
- 6.3 Such revision, modification or amendment shall come into force on such date as may be determined by the Parties by mutual agreement.
- 6.4 Any revision, modification or amendment shall not prejudice the rights and obligations arising from or based on this Memorandum of Understanding before or up to the date of such revision, modification or amendment.

ARTICLE 7
CONFIDENTIALITY

- 7.1 Each party shall undertake to observe the confidentiality and secrecy of documents, information and other data received from or supplied to, the other Party during the period of the implementation of this Memorandum of Understanding or any other agreements made pursuant to this Memorandum of Understanding.
- 7.2 For purposes of paragraph 7.1 above, such documents, information and data include any document, information and data which is disclosed by a Party (the Disclosing party) to the other Party (the Receiving party), prior to, or after, the execution of this Memorandum of Understanding, involving technical, business, marketing, policy, know-how, planning, project management and other documents, information, data and/or solutions in any form, including but not limited to any document, information or data which is designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving party or if orally given, is given in the circumstances of confidence.
- 7.3 Both Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this Memorandum of Understanding.

ARTICLE 8
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 9
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 10
RELATIONSHIP OF THE PARTIES

- 10.1 The Parties record that it is not their intention that this Memorandum of Understanding creates any partnership, agency or other relationship between them under which either Party might be deemed to be responsible for the acts or omissions of the other Party and this Memorandum of Understanding should not be construed as to render the Parties liable as partners or as creating any partnership, agency or other similar relationship.
- 10.2 Notwithstanding anything in this Memorandum of Understanding, a Party shall at no time underwrite or guarantee or be in any way directly or indirectly responsible or deemed to

be responsible for all or any of the debts, liabilities or obligations incurred by the other Party from time to time.

ARTICLE 11
DURATION AND TERMINATION

- 11.1 This Memorandum of Understanding shall come into force on the date of signing and shall remain in force for a period of five (5) years subject to review and modification as mutually agreed upon.
- 11.2 Thereafter, if the parties hereto wish to extend the terms of this Memorandum of Understanding, they shall do so by an express covenant in writing.
- 11.3 Notwithstanding anything in this article, either party may terminate this Memorandum of Understanding by notifying the other party to its intention to terminate this Memorandum of Understanding by a notice in writing, at least six (6) months prior to its termination date. Termination shall be without penalty.
- 11.4 Such notice of termination does not affect any individual students and/or staff who have already commenced or been accepted by either party.

ARTICLE 12
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 UNIVERSITI SELANGOR or the UNIVERSITAS RIAU as the case may be, shown below or to such other address or electronic mail address of facsimile 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 : UNIVERSITI SELANGOR (UNISEL)
Jalan Zirkon A7/A, Seksyen 7
40000 Shah Alam
Selangor
MALAYSIA
(Attn. : Director of International Office)
Tel : 603-55223426
E-mail: international@unisel.edu.my

To : UNIVERSITAS RIAU (UNRI)
Kampus Bina Widya Km. 12,5 Simpang Baru, Pekanbaru, Riau 28293
Indonesia
Attn. : Head Centre for International Affairs
Tel : +62 812-6796-1324
E-mail: internationalcenter@staff.unri.ac.id
yufitriana.amir@lecturer.unri.ac.id

ARTICLE 13
FORCE MAJEURE

No Party hereto shall be held responsible or liable or be deemed to be in default or in breach of this Memorandum of Understanding for its delay, failure or inability to meet any of its obligations under this Memorandum of Understanding (other than any obligation to pay money as mutually agreed in writing) caused by or arising from any cause which is unavoidable or beyond the reasonable control of such party, including war, warlike operations, riot, insurrection, orders of government, strikes, lockouts, public health emergencies, quarantines, disturbances or any act of God or other cause which frustrates the performance of this Memorandum of Understanding.

ARTICLE 14
GENERAL

- 14.1 Any provisions of this Memorandum of Understanding which are held to be illegal or otherwise in conflict with any laws, statutes or regulations shall be deemed to be severed from the remainder of the Memorandum of Understanding and the validity of the remaining provisions shall not be affected.
- 14.2 Neither Party must make false or misleading representations or statements.
- 14.3 Neither Party to this Memorandum of Understanding shall assign or purport to assign any right under this Memorandum of Understanding without the prior written approval of the other Party.
- 14.4 The Parties hereby confirm their express agreement that this Memorandum of Understanding and all documents directly or indirectly related thereto be drawn up in English.

14.5 Each of the Parties hereto confirms its intention to promote the best interests of the Parties hereto and to consult fully on all matters materially affecting the areas of cooperation. Each of the Parties hereto shall act in good faith towards the other Party in order to promote the success of the contemplated co-operation.