



UNIVERSITY OF UDAYANA



Murdoch
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**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNIVERSITY OF UDAYANA, BALI, INDONESIA
AND
MURDOCH UNIVERSITY, WESTERN AUSTRALIA, AUSTRALIA**

In relation to the wish of the University of Udayana and Murdoch University to establish cooperation within the framework of academic, Scientific, and development collaboration.

This Memorandum of Understanding (MOU) is entered into by and between:

The University of Udayana hereinafter referred to as “**UNUD**”, State University, the head office of which is located at Kampus Bukit Jimbaran, Bali, Indonesia, represented by its Rector, Professor Dr. dr. Ketut Suastika, Sp.PD-KEMD and shall include its lawful representatives and permitted assigns of the first party.

And

MURDOCH UNIVERSITY hereinafter referred to as “**MU**” as a body corporate established pursuant to section 4 of the Murdoch University Act 1973 (WA) of 90 South Street, Murdoch, Western Australia 6150, Australia represented herein by its Acting Vice Chancellor, Professor Andrew Taggart and shall include its lawful representatives and permitted assigns of the second party.

The UNUD and MU hereinafter referred to as the “Parties”;

Considering their common interest in promoting the mutual cooperation in the area of education and research;

Desiring to expand the basis for academic and educational cooperation; and

Pursuant to the prevailing laws and regulations in their respective countries, as well as the procedures and policy of the Government of Indonesia and the Government of Australia concerning academic and educational cooperation;

HAVE AGREED as follows:

**ARTICLE I
Objective**

The objective of this Memorandum of Understanding is to develop academic and educational cooperation on the basis of equality and reciprocity and to promote relations and mutual understanding between the Parties. The Parties will encourage direct contact and cooperation between their faculty and administrative staff, departments, and research institutions.



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ARTICLE II

Area of Collaboration

The UNUD and MU propose to develop the following collaborative activities in academic, scientific, and development programs of mutual interest:

- a. Visit by, and exchange of graduate and undergraduate students for study and research;
- b. Exchange of faculty and administrative staff;
- c. Exchange of students;
- d. Conduct of collaborative research;
- e. Conduct of collaborative training, internship, symposia, and apprentice programs;
- f. Exchange of academic information and materials;
- g. Development and promotion of other academic cooperation as mutually agreed.

ARTICLE III

Methods of Cooperation

1. The parties recognize that the development and implementation of each program based upon this MOU will need to be negotiated and agreed upon by both parties under a separate agreement ("Letter of Intent/Project Document") prior to the initiation of the particular program which carry out these activities in accordance with the laws and regulations of the respective countries.
2. In every Letter of Intent/Project Document, the parties intend that the following topics will be considered and, if applicable, dealt with by mutual consent: aims, duration, results, input, budget, management, publication, and intellectual property rights. Both parties intend to appoint supervisors responsible for the formulation and implementation of the program or project.
3. Elaboration of the responsibilities of each institution for the agreed upon activities;
4. Schedules for the specific activity;
5. Budgets and sources of financing for each activity; and
6. Any other items deemed necessary for the efficient management of the activity.

ARTICLE IV

FINANCIAL ARRANGEMENT

The Parties understand that all financial arrangements will have to be negotiated and will depend on the availability of funds.

ARTICLE V

PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

Any protocol concerning the disclosure of confidential information by the Parties shall be determined by specific arrangements to be agreed upon by the Parties at the time and included in a formal agreement; and



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Any arrangement arising from this Memorandum of Understanding involving intellectual property rights pertaining to research, publication, and/or commercial purposes shall be determined by specific arrangements to be agreed upon by the Parties at the time and included in a formal agreement.

**ARTICLE VI
SETTLEMENT OF DIFFERENCES**

Any differences arising out of the interpretation and/or the implementation of this Memorandum of Understanding shall be resolved amicably through consultation and/or negotiation by the Parties.

**ARTICLE VII
AMENDMENT**

This Memorandum of Understanding may be amended at any time, by mutual written consent of the Parties. Such amendment shall come into effect on the date as may be determined by the Parties and shall form an integral part of this Memorandum of Understanding.

**ARTICLE VIII
INSTITUTIONAL ACADEMIC LEADERSHIP**

For the activities under this Memorandum of Understanding, each institution shall designate an Academic staff member to lead the relationship between the institutions by developing, co-ordinating and reporting on the specific activities agreed upon for each institution.

The designated Academic Leaders are as follows:

1. For the UNUD: Prof. Drs. I Made Suastra, Ph.D. Deputy Rector for Cooperation and Information Affairs
2. For MU: Prof. Dr. David Morrison, PhD, Deputy Vice Chancellor of Research.

**ARTICLE IX
LEGAL ISSUES**

Nothing in this Memorandum of Understanding will create a legal relationship between the Parties or be legally binding on them. This Memorandum of Understanding is to affirm the intent of the Parties to work together in good faith in an attempt to progress the matters described in this Memorandum of Understanding.

**ARTICLE X
ENTRY INTO FORCE, DURATION, AND TERMINATION**

1. This Memorandum of Understanding shall enter into force on the date of its signing.



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2. This Memorandum of Understanding shall be valid for a period of 5 (five) years (from 2016 to 2021) unless terminated at any time by either Party by giving written notification to the other Party 6 (six) months in advance.
3. The termination of this Memorandum of Understanding shall not affect the validity and duration of any on-going projects or activities until the completion of such projects or activities.

IN WITNESS WHEREOF, the undersigned, the Authorized Representatives, have signed this **MOU** on this date goes here, at place of signing goes here, in two originals in the English language, both equally authentic and it will take effect from the date of signature.

Signed on behalf of
University of Udayana, Bali-Indonesia,

Signed on behalf of
Murdoch University, Australia,



Prof. Dr. Ketut Suastika, Sp.PD-KEMD
Rector

Andrew Taggart
Professor Andrew Taggart
Acting Vice Chancellor

Date: 25 / 4 / 2016

Date: 1 / 4 / 2016