



MEMORANDUM OF UNDERSTANDING
BETWEEN
UDAYANA UNIVERSITY, INDONESIA
AND
DBC INTERNATIONAL TRADING LIMITED



This Memorandum of Understanding is entered into force on 20...DEC....., 2019 between:

Prof. Dr.dr. A.A. Raka Sudewi, Sp.K (K) in her capacity as Rector of Udayana University, having its registered office address at Kampus Bukit Jimbaran, Badung-Bali, Indonesia.

hereinafter referred to as

THE FIRST PARTY

Johnson Ye from DBC Healthcare in his capacity as President of International sales having its registered office address at DBC International Trading Limited Flat/Rm A 12/F, Kiu Fu Commercial Bldg, 300 Lockhart Road, Wan Chai Hk

hereinafter referred to as

THE SECOND PARTY

THE FIRST PARTY and THE SECOND PARTY shall hereinafter be referred as to THE PARTIES or BOTH PARTIES.

The Parties have considered as follows:

- a. Whereas The First Party is a state University that established on September 29, 1962 and has a strong position as one of the leading Universities, particularly in the Eastern Indonesian Territory, and engage in the field of education, research and community services;
- b. Whereas The Second Party is DBC healthcare as a global medical group specializing in veterinary imaging equipment, with 40 of its own pet imaging centers in China. Its parent company was established in 2010 and has over 15 years track record in the field of human imaging system, specialized imaging equipment and imaging technology research.
- c. Whereas Both Parties have considered their common interests in promoting the mutual cooperation in the area of education and research and are desirous of expanding the basis for academic and educational cooperation;
- d. Whereas under the above considerations Both Parties have agreed to enter into this Memorandum of Understanding 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 China concerning academic and educational cooperation;

The parties HAVE AGREED as follows:

ARTICLE I OBJECTIVE

The objective of this Memorandum of Understanding is to develop academic and educational cooperation based on 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.

ARTICLE II SCOPE OF COOPERATION

The Parties undertake to promote and develop academic cooperation in the following ways:

- (1) Exchange of graduate and undergraduate students for study and visits;
- (2) Exchange of faculty members for research, teaching and discussion, including visits;
- (3) Exchange of information including, but not limited to, exchange of library materials and research publications;
- (4) Joint research activities; and
- (5) Other areas of collaboration that are agreed upon by the Parties.

ARTICLE III PLAN OF OPERATION

Both 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 or Memorandum of Agreement) prior to the initiation of the particular program, and that such activities are carried out in accordance with the laws and regulations of the respective countries.

The Plan of Operation will include such items as:

1. Elaboration of the responsibilities of each Party for the agreed upon activities;
2. Schedules for the specific activity;
3. Budgets and sources of financing for each activity; and
4. Any other items deemed necessary for the efficient management of the activity.

ARTICLE IV FINANCIAL ARRANGEMENT

The Parties understand that all financial arrangements associated with the initiative shall be clearly outlined in the Plan of Operation pursuant to Article III and shall be signed by the authorized representatives of the Parties.

ARTICLE V INTELLECTUAL PROPERTY RIGHTS AND DISCLOSURE OF INFORMATION

1. If either Party wishes to disclose confidential data and/or information resulting from the cooperative activities under this Memorandum of Understanding to any third party, the disclosing Party must obtain prior consent from the other Party before any disclosure can be made; and
2. 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
LIMITATION OF PERSONNEL ACTIVITIES**

The Parties shall ensure that their personnel engaged in the activities under this Memorandum of Understanding will not engage in political affairs activities in Indonesia and China outside the program of cooperation agreed upon in this Memorandum of Understanding.

**ARTICLE VII
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 VIII
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 IX
ENTRY INTO FORCE, DURATION AND TERMINATION**

1. This Memorandum of Understanding shall enter into force on the date of its signing.
2. This Memorandum of Understanding shall be valid for a period of five (5) years, unless terminated earlier by either Party by giving written notification to the other Party six (6) 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.
4. The parties may, by a three (3) months written notice to the other before expiry of the Memorandum of Understanding.

**ARTICLE X
COMMUNICATION**

- (1) Any notice or request given or made by one Party to the other under this Memorandum of Understanding shall be in writing in the English language to the following respective addresses:

For Udayana University:

Udayana University
Campus Bukit Jimbaran, 80361 Bali, Indonesia
Email: cooperation@unud.ac.id
Attention to: Vice Rector for Planning, Cooperation, and Information Affairs

For DBC Healthcare

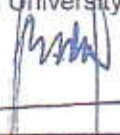
DBC International Trading Limited
Email: olivialei@dbc-healthcare.com
Flat/Rm A 12/F, Kiu Fu Commercial Bldg, 300 Lockhart Road, Wan Chai Hk

- (2) The authorized representatives of Udayana University and DBC Healthcare shall sign two (2) original Memorandum of Understanding. Each Party shall hold one (1) original signed document, with both documents being equally authentic;

IN WITNESS WHEREOF, the undersigned have signed this Memorandum of Understanding.

Signed in duplicate on.....20..DEC.....2019 in the English language, both texts being equally authentic.

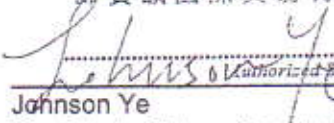
Signed for and on behalf of
Udayana University,



Prof. Dr. dr. A.A. Raka Sudewi, Sp.K (K) 4.
Rector

Date: / /2019

Signed for and on behalf of
DBC Healthcare
DBC International Trading Limited
嘉寶誠國際貿易有限公司



Authorized Signature(s)
Johnson Ye
President of International sales of DBC

Date: / /2019