



MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITI SULTAN ZAINAL ABIDIN

AND

UNIVERSITAS TEUKU UMAR

BETWEEN

UNIVERSITI SULTAN ZAINAL ABIDIN (hereinafter referred to as "UniSZA"), a public university established under the Universities and University Colleges Act 1971 [Act 30] whose address is at Kampus Gong Badak, 21300 Kuala Nerus, Terengganu Darul Iman, Malaysia and shall include its lawful representatives and permitted assigns;

AND

UNIVERSITAS TEUKU UMAR (hereinafter referred to as "**UTU**"), an institute of higher learning whose address is at Jalan Alue Peunyareng Kecamatan Meureubo, Meulaboh, 23617 Aceh, Indonesia, and shall include its lawful representative as permitted assigns.

UniSZA and UTU hereinafter referred to individually as "the Party" and collectively as "the Parties".

WHEREAS

- A. UniSZA is an established public university that strives to enhance and strengthen its commitment to producing global leaders of tomorrow and has taken various initiatives to complement its educational excellence. UniSZA has entered into various collaborative arrangements with other parties to enhance quality education and research. For the purpose of this Memorandum of Understanding, UniSZA is represented by its Faculty of Health Sciences.
- B. UTU is an established university in Aceh Barat which offers academic programmes and research in the areas of agriculture, fisheries, economy and health sciences.
- 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 on the terms as contained herein.

HEREBY REACHED AN UNDERSTANDING as follows:

ARTICLE I OBJECTIVE

The Parties, subject to the terms of this Memorandum of Understanding and the laws, rules, regulations and national policies in force from time to time in each Party's country, will endeavour to strengthen, promote and develop co-operation between the Parties on the basis of equality and mutual benefit.

ARTICLE II 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 co-operation in the following areas:
 - (a) Joint research;
 - (b) Exchange of academic staff for the purpose of collaborative research, discussion and lectures which benefits both Parties;
 - (c) Joint publication in research journal, book and book chapter, and exchange of academic material and academic publications;
 - (d) Exchange of undergraduate and graduate students for academic and research;
 - (e) Any other areas of co-operation which may 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 may separately 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".

ARTICLE III FINANCIAL ARRANGEMENTS

- This Memorandum of Understanding will not give rise to any financial obligation by one Party to 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 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

- This Memorandum of Understanding will come into effect on the date of signing and will remain in effect for a period of FIVE (5) years.
- 2. This Memorandum of Understanding may be extended for a further period as may be agreed in writing by the Parties.

ARTICLE VII 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 UniSZA or UTU, 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:

UNIVERSITI SULTAN ZAINAL ABIDIN:

Faculty of Health Sciences, Universiti Sultan Zainal Abidin, Kampus Gong Badak, 21300 Kuala Nerus, Terengganu,

MALAYSIA.

Associate Prof Dr. Wan Rohani Wan Taib Attn. to:

Email:

wanrohani@unisza.edu.my

Fax :

09-668 7896

UNVERSITAS TEUKU UMAR

Jalan Alue Peunyareng Kecamatan Meureubo, Meulaboh, 23617 Aceh,

INDONESIA.

Attn. to:

Dr. T. Alamsyah SKM., MPH

Email:

teukualamsyah@utu.ac.id

Fax: to be advise

The foregoing record represents the understandings reached between UNIVERSITI SULTAN ZAINAL ABIDIN and UNIVERSITAS TEUKU UMAR upon the matters referred to therein.

IN WITNESS WHEREOF, the undersigned, being duly authorised by their respective organisations, hereunto have executed this Memorandum of Understanding on the year and date first above written and have signed this Memorandum of Understanding in duplicates in TWO (2) original texts, each in the English language, all texts being equally authentic. Any translation in any other language shall be for reference only.

SIGNED BY

for and on behalf of

SIGNED BY

for and on behalf of

UNIVERSITI SULTAN ZAINAL ABIDIN

UNIVERSITAS TEUKU UMAR

PROFESSOR DATO' DR. FADZLI BIN ADAM

Vice Chancellor

Universiti Sultan Zainal Abidin

PROF. DR. ISHAK M. SI

Rector

Universitas Teuku Umar

In the presence of:

In the presence of:

PROF. DR. ZUHAIRAH ARIFF BINTI ABD

GHADAS

Deputy Vice Chancellor (Academic and

International)

Universiti Sultan Zainal Abidin

DR. T. ALAMSYAH SKM., MPH

Dean

Faculty Public Health

Universitas Teuku Umar