



MEMORANDUM OF UNDERSTANDING
BETWEEN
WALAILAK UNIVERSITY, THAILAND
AND
STATE UNIVERSITY OF MALANG, INDONESIA
ON
COOPERATION IN THE FIELD OF EDUCATION



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Preamble

Walailak University, Thailand, and State University of Malang, Indonesia, hereafter referred to as the “Parties”;

Considering their mutual interest in promoting cooperation in the field of education;

Desiring to expand and intensify mutually beneficial cooperation in the field of education; and

Pursuant to the existing laws and regulations in their respective countries, as well as the policy and procedures of State University of Malang and Walailak University concerning educational cooperation;

Have reached the following understanding:

Article I
Objective

The objective of this Memorandum of Understanding is to develop educational cooperation on the basis of equality, reciprocity and mutual benefit, and to promote relations and mutual understanding between the Parties.

Article II
Scope of Cooperation

The parties shall encourage and facilitate cooperation on the following areas:

1. exchange of scholars and teaching staff;

2. The Parties shall indemnify each other that the intellectual Property Rights brought by the Party into the territory of the other Party for the implementation of any project arrangement of activities under this Memorandum of Understanding does not result in any infringement of the third Party's legitimate rights.
3. If either of the Party wishes to disclose confidential data and/ or information resulting from the cooperation activities under this Memorandum of Understanding to any third Party, the disclosing Party must obtain prior written consent from the other Party before any disclosure can be made.
4. Whenever either Party requires the cooperation of any third Party for any commercial undertaking resulting from intellectual property covered by this Memorandum of Understanding, this Party will give first preference to the cooperation of the other Party under this Memorandum of Understanding, which will be waived, if the other Party is unable to participate in a mutually beneficial manner.

Article VI Limitation of Personnel Activities

The Parties shall ensure that their personnel engaged in the activities under this Memorandum of Understanding shall not engage in political affairs and any ventures or activities in Indonesia and Thailand outside the program of cooperation under this Memorandum of Understanding.

Article VII Settlement of Dispute

Any dispute arising out of the interpretation and/ or implementation of this Memorandum of Understanding shall be settled amicably through negotiation or consultation.

Article VIII Amendment

This Memorandum of Understanding may be reviewed and amended at any time by mutual consent of the Parties. Such revisions of amendments shall come into effect on such 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. exchange of students;
3. facilitation of the in-country work experience for students in relevant fields of studies;
4. establishment of joint Master's Degree programmes;
5. joint research activities;
6. joint workshops and seminars;
7. exchange of academic materials, scientific publications and other relevant information;
8. Other cooperation activities upon which the Parties agree.

Article III Plan of Operation

1. A detailed description of the scope of activities shall be defined in a Plan of Operation, which constitutes an integral part of this Memorandum of Understanding.
2. The Plan of Operation will include such items as:
 - a. Elaboration of the responsibilities of each Party for the agreed upon activity;
 - b. Schedules for the specific activity;
 - c. Budgets and sources of financing for each activity; and
 - d. 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

1. The Parties agree that any intellectual property arising under the implementation of this Memorandum of Understanding will be jointly owned and:
 - a. Each Party shall be allowed to use such intellectual property for the purpose of maintaining, adapting and improving the relevant property.
 - b. In the event the intellectual property is used by the Party and/ or institution on behalf of the Government for commercial purposes, the other Party shall be entitled to obtain equitable portion of the royalties.
 - c. Each Party shall be liable for any claim made by any third Party on the ownership and legality of the use of the intellectual property rights which is brought in by the aforementioned Party for the implementation of the cooperation activities under this Memorandum of Understanding.

2. This Memorandum of Understanding shall remain effective unless it is terminated at any time by either Party by giving written notification to the other Party 6 (six) months in advance; and
3. The termination of this Memorandum of Understanding shall not affect the validity and duration of any arrangements, programmes, activities or projects being implemented under this Memorandum of Understanding until the completion of such arrangements, programmes, activities or projects unless the Parties decided otherwise.

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

DONE in duplicate at Nakhon Si Thammarat on 14 of December in the year 2010, in English all texts being equally authentic.

Signed for and on behalf of
**WALAILAK UNIVERSITY
THAILAND**

Assoc. Prof. Dr. Thak Yipsuwannakul
President



Signed for and on behalf of
**STATE UNIVERSITY OF MALANG
INDONESIA**

Prof. Dr. Suparno
Rector

