

MEMORANDUM OF UNDERSTANDING

Between



UNIVERSITI MALAYSIA SARAWAK

And



**SEKOLAH TINGGI AGAMA KATOLIK NEGERI PONTIANAK
INDONESIA**

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter referred to as "**MoU**") is made on **2024**;

BETWEEN

UNIVERSITI MALAYSIA SARAWAK (hereinafter referred to as "**UNIMAS**"), an institution of higher learning established under the Universities and University Colleges Act 1971, whose address is at Universiti Malaysia Sarawak, 94300 Kota Samarahan, Sarawak, Malaysia, and shall include its lawful representatives and permitted assigns, of the first part;

AND

SEKOLAH TINGGI AGAMA KATOLIK NEGERI PONTIANAK (hereinafter referred to as "**STAKAT Negeri Pontianak**"), a college that was established on 17 January 2017 under the regulation of Religious Affairs Minister number 3/2017, whose address is at Jalan Parit Haji Mukhsin II Km. 2 Sungai Raya, Kabupaten Kubu Raya, Kalimantan Barat, Indonesia, and shall include its legal representatives and permitted assigns, of the second part;

(**UNIMAS** and **STAKAT Negeri Pontianak** are hereafter collectively referred to as "**the Parties**" and singularly as "**the Party**")

WHEREAS:

- A. **UNIMAS** is an established University which strives to enhance and strengthen its research capabilities and has taken various initiatives to complement its educational excellence. **UNIMAS** has entered into various collaborative arrangements with other parties to enhance research, consultancy, and academia. For the purpose of this MoU,

UNIMAS is represented by the **Faculty of Education, Language and Communication**.

- B. **STAKAT Negeri Pontianak** is a growing national college with a vision to build a community that masters knowledge in the light of the Catholic faith with its universal values that promoting the development of a peaceful multicultural society. Currently, STAKAT Negeri Pontianak is seeking for collaboration to expand the access to the high-quality and affordable education by developing education infrastructures and facilities that are integrated with digital information and communication technology, continuous development of human resources, and establishment of new study programs.
- C. The Parties are desirous of entering into this MoU to declare their respective intentions and to establish a basis of co-operation and collaboration between the Parties upon the terms as contained herein.

NOW THEREFORE the Parties hereby have reached an understanding as follows:

CLAUSE 1
OBJECTIVES

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

CLAUSE 2
GENERAL AREAS OF CO-OPERATION

1. Cooperation will be executed in case of availability of grounded and agreed programs relating to:
 - a) Exchange of faculty members;
 - b) Exchange of undergraduate;
 - c) Joint research activities;
 - d) Publication;
 - e) Workshops and conferences;
 - f) Seminar/Webinar series;
 - g) Special short-term academic, training and cultural programs;
 - h) Any other areas of co-operation to be mutually agreed upon by the Parties from time to time.

2. The terms of such mutual assistance and the resources required for each programme and activity that is implemented under the terms of this MoU shall be mutually discussed and agreed upon in writing by both Parties prior to the initiation of the particular programme or activity. Such programmes and activities shall be negotiated on a periodical basis.

3. The implementation of specific proposals will need to be negotiated on a case-by-case basis and be dependent upon the availability of resources.

CLAUSE 3
DURATION OF MoU

1. This MoU will come into effect on the date of signing and will remain in effect for a period of **FIVE (5)** years or until terminated by either party with **THREE (3)** months written notice.

2. This MoU may be extended for a further period as may be agreed to in writing by the Parties by issuance of a written notice from one Party to the other signifying its intention to renew or further the period not less than **THREE (3)** months prior to the Expiry Date.

CLAUSE 4
FINANCIAL ARRANGEMENTS

1. This MoU shall not give rise to any financial obligation of one Party to the other.

2. Each party shall bear its own cost and expenses in the implementation of this MoU.

CLAUSE 5
CONFIDENTIALITY

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 MoU or any other agreements made pursuant to this MoU.

2. For purposes of paragraph 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 MoU, 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.
3. Both Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this MoU.

CLAUSE 6
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 MoU shall be settled amicably through mutual consultation and or/negotiations between the Parties through diplomatic channels, without references to any third party or international tribunal.

CLAUSE 7

NON - CONTRACTUAL NATURE OF RELATIONSHIP

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.

CLAUSE 8

NOTICES

Every notice, request, or any other communication required or permitted to be given pursuant to this MoU shall be in writing and delivered personally, or sent by registered or certified post, or via air-mail, or via courier, or facsimile, or by e-mail (which shall be acknowledged by the other Party) to the Parties at their address, facsimile number, and/or email address as stated below:

To : **UNIVERSITI MALAYSIA SARAWAK**
Address : 94300, Kota Samarahan, Sarawak, Malaysia
Attn to : **Dr Dilah bin Tuah**
Position : **Dean, Faculty of Education, Language and Communication**
Tel no. : +6082-581749
Fax no : +6082-581781
E-mail : tdilah@unimas.my

To : **SEKOLAH TINGGI AGAMA KATOLIK PONTIANAK**
Address : Jl. Parit H. Mukhsin II, Sungai Raya,
Kabupaten Kubu Raya, Kalimantan Barat 78121
Attn to : **Cenderato, M.Pd**
Position : **Secretary, Research and Community Service Department**
Tel no. : +6289690887887
E-mail : cenderato67@gmail.com

CLAUSE 9
REVISION, VARIATION, AND AMENDMENT

1. Either Party may request in writing a revision, variation, or amendment of this MoU.
2. Any such revision, variation, or amendment agreed to by the Parties shall be in writing and shall form part of this MoU.
3. Such revision, variation, or amendment shall come into force on such date as may be determined and agreed to by the Parties.
4. Any revision, variation, or amendment shall not prejudice the implementation of any project, activity, or co-operation arising from or based on this MoU before or up to the date of such revision, variation, or amendment.

CLAUSE 10
SUPERVENING EVENTS

Each Party reserves the right for reasons of national security, national interests, public order or public health to suspend temporarily, either in whole or in part, the implementation of this MoU which suspension shall take effect immediately after notification has been given to the other Party through proper channels.

CLAUSE 11
EFFECT OF MOU

This MoU serves only as a record of the Parties' intentions and does not constitute or create, and is not intended to constitute or create any legal obligations either under domestic or international law and shall not form the basis for any legal process and/or proceedings in any Court of law or tribunal and/or actions by any Party herein and shall not be deemed to constitute or create any legally binding or enforceable obligations, express or implied, on any Party herein.

CLAUSE 12
INTELLECTUAL PROPERTY

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, and any 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 Part concerned.

******* (End of MoU) *******


-----This empty space is intentionally left blank-----

IN WITNESS WHEREOF, the undersigned, being duly authorised by their respective organisations, sign this MoU on the date as above-written.

Signed by

Prof Dr Ahmad Hata bin Rasit
Vice Chancellor
For and on behalf of
Universiti Malaysia Sarawak

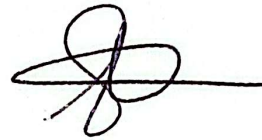
]]]]]



In the presence of

Prof Ir Dr Siti Noor Linda binti Taib
Deputy Vice Chancellor
Research and Innovation
Universiti Malaysia Sarawak

]]]]]



Signed by

Dr. Sunarso, ST, M.Eng
Director
For and on behalf of
**Sekolah Tinggi Agama Katolik
(STAKAT) Negeri Pontianak**

]]]]]



In the presence of

Lukas Ahen, M.M.Pd
Vice Director
Students and Cooperation Affairs
**Sekolah Tinggi Agama Katolik
(STAKAT) Negeri Pontianak**

]]]]]