



MEMORANDUM OF UNDERSTANDING

No:

No: 112 /Unpas.R/G1/XI /2019

BETWEEN

**ASIA e UNIVERSITY
(AeU)**

AND

**UNIVERSITAS PASUNDAN
(UNPAS)**

This Memorandum of Understanding ("MoU") is made on 28 October 2019 at Universitas Pasundan, with addressed Jl. Dr. Setiabudhi No. 193, Bandung, West Java, Indonesia.

BETWEEN

ASIA e UNIVERSITY, an institution of higher learning established and registered in Malaysia under the Private Higher Educational Institution Act 1997 (Registration No. KPT/JPS/DFT/US/W12) with its registered office at Wisma Subang Jaya, No. 106, Jalan SS 15/4, Subang Jaya 47500, Selangor, Malaysia (hereinafter referred to as "AeU") of the one part;

AND

Universitas Pasundan, is an Indonesian based institution of higher education established and registered under the Indonesian Private Higher Educational Institution (Registration Number 14 November 1960 No. 4 Universitas Pasundan, with Notary Public Mr. Tan Eng Kiam, Bandoeng Jl. Tjitarum 14, Telephone 5420), and having a principal place of business at Jl. Dr. Setiabudhi No. 193, Bandung, Jawa Barat, 40153 , Indonesia (hereinafter referred to as "UNPAS") of the other part;

AeU and UNPAS are hereinafter be referred to individually as "Party" or collectively as "Parties" as the case may be.

WHEREAS:

- A. Universitas Pasundan is an Indonesian based institution working to provide high quality higher education and strive to be fully committed to maintain high academic standards in producing quality.
- B. AeU is an established University which strives to strengthen its academic and research excellence through various collaboration with other parties and institutions.
- 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 upon the term as contained herein.

THE PARTIES HAVE REACHED AN UNDERSTANDING ON THE FOLLOWING MATTERS:-

ARTICLE 1: Objective

The Parties, subject to the terms of this Memorandum of Understanding and the laws, rules, regulations and national policies from time to time in force in each Party's country, will endeavour to strengthen ties and to promote and develop cooperation in various fields as well as for academic exchanges between the Parties on the basis of equality and mutual benefit.

ARTICLE 2: Areas of Co-operation

The areas of co-operation between UNPAS and AeU will include the following areas but not limited to these:

- i) To collaborate in mutually beneficial ways on the following academic programmes :

No	Academic Programme
1	Doctor of Philosophy (PhD)
2	Master in Information and Communication Technology Management (MICTM)
3	Master in Business Administration
4	Master in Management
5	Master in Education
6	Bachelor of Information and Communication Technology (BICT)(Hons)
7	Bachelor of Digital Creative Media (BDCM)(Hons)
8	Bachelor of Business Administration (BBA)(Hons)
9	Bachelor of Graphic Design (BGD)(Hons)
10	Bachelor of Education (BEd)(Hons)
11	Programmes of Mutual Interest

- ii) To facilitate the exchange of academic members, researchers and experts for conducting research, teaching or exchange of ideas.
- iii) To provide opportunities for Professors and Researchers to participate in conferences, symposia and international meetings of both universities.

- iv) To provide necessary facilities to exchange Professors to spend their sabbatical leaves in each other's universities.
- v) To exchange students in the areas of mutual interest consistent with regulations of both countries.
- vi) To facilitate the visit of academic members, researchers, and students of both universities.

Financing any of the above-mentioned activities shall be subject to mutual agreements.

ARTICLE 3: Collaboration Procedure

The procedures to be followed in establishing any collaboration scheme or programme of any form of cooperation work under this Memorandum of Understanding will be as follows :-

- i. The Parties shall set up a committee (hereinafter referred to as "The Committee") which consists of UNPAS and AeU members in order to achieve the objectives as stated in Article 1.
- ii. The Committee 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 including the following areas but not limited to the areas as stated in Article 2.
- iii. Proposals for any form of collaborative work, which falls under the scope, and fields of collaboration and cooperation provided in the Memorandum of Understanding shall be discussed in detail by both parties.
- iv. The areas, terms and conditions of the collaboration or any form of cooperative work shall be subjected to further discussion and agreed by the parties and shall be executed in an Agreement by both parties.



ARTICLE 4: Financial Arrangements

This Memorandum of Understanding will not give rise to any financial obligation by one Party to the other unless upon agreement between both parties.

The Committee nevertheless shall request for specific budget from the Parties for the purpose of matters stated in Article 2, subject to further discussion and agreed by the Parties.

ARTICLE 5: Effect of Memorandum of Understanding

This Memorandum of Understanding serves only as a record of the Parties' intentions and does not constitute or create, and is not intended to 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 6: No Agency

Nothing contained herein is to be constituted as 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 7: Entry into Effect, Duration and Termination

This Memorandum of Understanding will come into effect on the date of signing and will remain in effect for a period of **THREE (3)** years.

This Memorandum of Understanding may be extended for a further period as may be agreed in writing by the Parties.

Each Party may terminate this Memorandum of Understanding by giving the other Party **THIRTY (30)** days prior written notice of that intention.

ARTICLE 8: Protection of Intellectual Property Rights

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 agreement signed by both Parties.

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 approval of either Party.

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 party concerned.

ARTICLE 9: Confidentiality

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 Memorandum of Understanding or any other agreements made pursuant to this Memorandum of Understanding.

For purposes of paragraph 1 above, such documents, information and data include any documents, 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 the Memorandum of Understanding, 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 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.

Both Parties agree that the provisions of this Article shall continue to be binding between the parties notwithstanding the termination of this Memorandum of Understanding.

ARTICLE 10: Personal Data Protection

During the course of dealings between the Parties and in connection with the performance of this Memorandum of Understanding, the Parties acknowledge that they need to process (as defined under the Personal Data Protection Act 2010) Personal Data (as defined under the Personal Data Protection Act 2010) belonging to or supplied by each Party from time to time by electronic or paper-based means.

By entering into this Memorandum of Understanding, the Parties expressly and explicitly acknowledge and consent to the processing of such Personal Data by each Party for the purpose of performance of this Memorandum of Understanding and for all other purposes that are necessary, incidental or related to the performance of this Memorandum of Understanding. This includes:

- i. processing of such Personal Data within and, where necessary, outside Malaysia;
- ii. transfer and disclosure of such Personal Data to third parties authorised by each Party within and, where necessary, outside Malaysia, provided that these third parties in turn undertake to keep such Personal Data confidential; and
- iii. transfer and disclosure of such Personal Data to any persons, authorities or regulators to whom the Parties are compelled, permitted or required under the law to disclose to.

For the purpose of this Article, the term "third parties" includes but is not limited to each Party's related companies, vendors, suppliers, business partners, professional advisers, agents, contractors, third party service providers, insurance companies, banks and financial institutions.

To the extent that a Party has disclosed the Personal Data of its employees, agents or other third parties to the other Party, the disclosing Party warrants and represents that it has obtained the relevant individual's consent to disclose such Personal Data to the other Party in accordance with this Article and for the purpose of the performance of this Memorandum of Understanding, and for all other purposes that are necessary, incidental or related to the performance of this Memorandum of Understanding.

The Parties warrant and represent that all Personal Data disclosed or to be disclosed to the other Party is accurate and complete, and that none of it is misleading or out of date as of the date of disclosure. The Parties shall promptly update each Party in the event of any change to such Personal Data.

ARTICLE 11: Suspension

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

ARTICLE 12: Governing Law and Settlement of Disputes

This Memorandum of Understanding shall be governed by and construed in accordance with the laws of Malaysia.

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this Memorandum of Understanding shall be settled amicably through mutual consultation and/or negotiations between the parties through diplomatic channels, without reference to any third party or international tribunal.

ARTICLE 13: Amendment, Variation and Modification

No amendment, variation, or modification to this Memorandum of Understanding shall be effective unless made in writing and duly signed by the Parties or its duly authorized representatives. It shall form part of this Memorandum of Understanding.

Such amendment, variation or modification shall come into force on such date as may be determined by the Parties by mutual agreement.

ARTICLE 14: Assignment

This Memorandum of Understanding shall not be assignable by either Party without the prior written consent of the other Party. Any and all assignments not made in accordance with this Memorandum of Understanding shall be void.

ARTICLE 15: Notices

Any notice, approval or request required or permitted to be given or made under this Memorandum of Understanding shall be in writing and In English Language. Such notice, approval or request shall be deemed to be duly given or made when it shall have been delivered by hand, prepaid registered post or facsimile to the Party to which is required to be given or made at such Party's address specified below, or at such other address as either Party may specify in writing.

Any notice sent by facsimile shall be deemed served when dispatched and any notice served by prepaid registered post shall be deemed served forty-eight (48) hours after dispatch thereof. In proving the service of any notice it shall be sufficient to prove in the case of a letter that such letter was properly stamped addressed and place in the post or delivered or left at the current address if delivered personally and in the case of a facsimile transmission was duly dispatched to the facsimile number of the addressee given above or subsequently notified for the purposes of this Memorandum of Understanding.

IN WITNESS WHEREOF, the Parties have hereto, caused this Memorandum of Understanding to be duly executed as at the date first above mentioned.

Signed by

For and on behalf of

ASIA e UNIVERSITY



Professor Emeritus Dato' dr. Hassan Said

Vice Chancellor

Date: 26 October 2014

In the presence of

ASIA e UNIVERSITY

A handwritten signature in black ink, appearing to read "Juhary Ali".

Prof. Dr. Juhary Ali, S.D.K.

Dean

School of Arts, Humanities & Social Sciences

Date: 28 October 2014

Signed by
For and on behalf of
UNIVERSITAS PASUNDAN



Uus Toharudin

Dr. H. Uus Toharudin, M. Pd.

Date: 28 October 2019

In the presence of
UNIVERSITAS PASUNDAN



Jaja Suteja

Prof. Dr. H. Jaja Suteja, SE., M.Si., DBA

Vice Rector I

Date: 28 October 2019